COUNTY OF LINCOLN
New Mexico
Regular Meeting
Board of County Commissioners

Jackie Powell, Chairwoman
Mark Doth, Member
Dallas Draper, Member
Glenna N. Robbins, Treasurer
Rhonda B. Burrows, Clerk
Preston Stone, Vice Chair
Kathryn L. Minter, Member
Robert Shepperd, Sheriff
Paul Baca, Assessor
Stirling Spencer, Probate Judge
Nita Taylor, County Manager

AGENDA
Commission Chambers, Tuesday, July 15, 2014 @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- May 2, 2014 Special Commission Meeting
   May 20, 2014 Regular Commission Meeting
   June 6, 2014 Special Commission Meeting
   June 10, 2014 Regular Commission Meeting
   June 16, 2014 Special Commission Meeting

7. Approval of Consent Agenda
   a. Payroll/Accounts Payable/Budget/ Expenditures
   b. Treasurer's Financial Report for the Month ending June 30, 2014
   c. Annual Renewal DWI Activities Cost with Village of Ruidoso
   d. Alpine Village Sanitation District Mill Levy Tax Rate Approval

8. Smokey Bear District Ranger Update

9. Lincoln County Detention Center Update

10. Research & Development Update on the Land Development Ordinance

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

11. Water issues/Forest/Wildlife Health Programs/Land and Natural Resources Advisory Committee (LANRAC)
    a. Lincoln County & Its Long Term Commitment to Forest/Watershed Projects. Presentation – Dr. Brent Racher

12. **9:00 A.M.:** Consideration and Action on Lodger's Tax Applications
    a. **Tabled** - Funding Request: $ 1,000.00; Christmas Jubilee November 7-9, 2014 Application 1716; Presenter: Linda McKinley/Ruidoso Valley Greeters
    a. **Tabled** - Funding Request: $ 2,800.00; Ruidoso Grindstone Trail Runs July 26, 2014 Application 1718; Presenter: Frederic Moras/Ski Run Road Challenge
    b. **Tabled** - Funding Request: $ 10,000.00; True Enchantment Tourism Board; March 1, 2014-February 28, 2015; Application 1719
    Presenter: Jim Boswell/Carrizozo Works, Inc.
    c. Funding Request: $3,000.00; Tour De Ruidoso- September 2014 Application 1720; Presenter: Michel Thurston, Bicycle Ruidoso

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

14. Consideration of Approval of the following Resolutions:
    a. **Resolution 2014-1** - Resolution and Proclamation of Hospital Mill Levy General Election
    b. **Resolution 2014-5** - Amending Resolution 2013-37 Lincoln County Detention Center Good Time Policy
    c. **Resolution 2015-6** – Adopt Lincoln County Senior Citizen's Program Senior Center Policy Manual
    d. **Resolution 2014-7** Renewal of Fire Restrictions
    e. **Resolution 2014-8** Declaring July 14 thru 18, 2014 As "New Mexico Hunger Week"
    f. **Resolution 2014-11** – Confirmation that Lincoln County Fire Department and Fire Chief have read and understand, and will comply with Terms of Wildfire Risk Reduction Program.

15. Consideration of Approval for Southeastern NM Economic Development District as Fiscal Agent for 2014 Legislative Capital Outlay Appropriations:
    a. Project No. 14-1940 $25,000 to plan, design, replace and relocate the count communications towers in Carrizozo
    b. Project No. 14-1941 $163,000 to plan, design, construct and furnish and expansion to the detention center in Carrizozo
    c. Project No. 14-1942 $25,000 to plan, design, construct, equip and furnish a fire station in Hondo
    d. Project No. 14-1943 $20,000 to plan, design, construct and furnish an expansion of the White Oaks Fire Station

16. Consideration of Approval 2014-2015 CAP/COOP/School Bus Agreements and Resolution 2014-9 Amending Resolution 2013-31 NMDOT Cooperative Road Programs

17. Consideration and Approval of a Road Review Request to abandonment and vacate of an unnamed, unbuilt 25 foot wide road in the Angus Townsite by Frances P. McKinney

18. Consideration of Approval Help End Abuse for Life, Inc. Lease Agreement Renewal

19. Consideration of Approval Village of Capitan Lease Agreement Revision

20. Consideration of Approval of Rio Grande Cutthroat Trout ("RGCT") MOU

21. Consideration of Approval of Emergency Services and Fire Vehicles:
    a. Office of Emergency Services
    b. Nogal Fire Department

22. Consideration of Approval or Disapproval of Indigent Health Care Claims

23. Consideration of Approval of Southeastern New Mexico Economic Development District Agreement and Resolution 2014-10

24. Appeal of Lincoln Historic Preservation Board Decision – Ronda & Randy Dougherty
    a. A proposed resolution will be presented by County Attorney Morel

25. Manager's Report

26. Consider Authorization to Pursue Affordable Housing Plan

27. **1:00 P.M.** Public Hearing is to consider Final Budget FY 2014-2015
    a. **Resolution 2014-2** - Line Budget Adjustment Fiscal Year 2013-2014
    b. **Resolution 2014-3** - Budget Closeout FY 2013-2014
    c. **Resolution 2014-4** - Adopt Final Budget FY 2014-2015

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

29. Consideration of Appointments and Removals from Boards/Commissioners/Committees:
    a. Lodger's Tax Committee
    b. Planning Commission
    c. Road Review Advisory Committee
    d. **Tabled**-Senior Citizens Olympic Committee
    e. Southeast Regional Transportation Planning Organization (SERTPO)

30. 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).

31. Signing of Official Documents
32. Next meetings:
    a. July 24, 2014 Special Commission Meeting
    b. August 19, 2014 Regular Commission Meeting

33. Adjourn

Agenda Item No. 6

SUBJECT

Approval of Minutes:

1. May 2, 2014 Special Commission Meeting
2. May 20, 2014 Regular Commission Meeting
3. June 6, 2014 Special Commission Meeting
4. June 10, 2014 Regular Commission Meeting
5. June 16, 2014 Special Commission Meeting

COUNTY OF LINCOLN

New Mexico
Special Meeting
Board of County Commissioners

Jackie Powell, Chairwoman
Preston Stone, Vice-Chair

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

Minutes
Friday, May 2, 2014

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on May 2, 2014 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico.

1. Call to order

Chair Powell called the Special Meeting of the Board of County Commissioners to order at 8:30:32 AM.

2. Roll Call

Roll Call.
Present: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Others present included Nita Taylor, County Manager; Tammie Maddox, Chief Deputy County Clerk; Glenna Robbins, County Treasurer; Paul Baca, County Assessor; and Charlene Schlarb, Finance Director.

3. Invocation

The invocation was presented by Pastor Barbara Bradley.

4. Pledge of Allegiance

A. Pledge – U.S.A. Flag
B. Salute – N.M. Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary.

Action: Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Chair Powell recessed the Regular Meeting and convened the Public Hearing at 8:34:49 AM.

6. Public Hearing: Preliminary Budget hearing, Fiscal Year 2014-2015; Infrastructure Capital Improvements Plan (ICIP) Development

A. County Manager's Overview

Nita Taylor presented the summary review of items for discussion during the preliminary budget preparation. Ms. Taylor stated the preliminary budget would be presented for adoption at the May 20, 2014 Regular Meeting after the input and changes made at this meeting. Ms. Taylor stated the preliminary budget would then be presented to DFA for preliminary approval and final budget hearings would be held at the July 15, 2014 Regular Meeting for adoption. Ms. Taylor stated DFA would review and certify the budget by September 3, 2014.

Ms. Taylor presented the overall balance and revenue sheets for discussion. Ms. Taylor pointed out the significant additional expenses from external agencies that would be considered were not included in the balances presented. Ms. Taylor submitted a summary of all external agency requests and the unfunded requests by the County departments, which were partially included in the preliminary budget. Ms. Taylor reported the projected balance over the required reserve at the end of the fiscal year was $948,825.00 and each additional approval during the process would reduce that balance.

Ms. Taylor explained that of the forecasted $11,914,492 revenues to the general fund, $7,233,915 currently went to the general fund departmental expenses requirements, included but not limited to the following: $1,906,274 supplements the road department; $47,721 was targeted to predator control; $2,411,476 to detention center operations; the senior citizens centers required an additional $187,670; and $140,000 was required for juvenile detention related operations. Ms. Taylor stated the Homeland Security Fund required a transfer of $388,889 to cover one-third of the matching fund requirement for a potential three-year Homeland Security Grant in the amount of $3.5 million.

Ms. Taylor requested to resume the Manager's overview until after the External Agency Presentations and Requests.

B. External Agency Presentations and Requests

Each agency provided documentation and presented the requested amount as listed.

NMSU Extension Office	$ 93,000.00
Capitan Library	$ 13,295.18
Corona Library	$ 5,000.00
Ruidoso Library	$ 35,000.00
Juvenile Justice Board (LCJJB)	$ 8,000.00

SNMEDD	$ 6,000.00
USDA Predator Control/Wildlife	$ 91,500.00

Note: USDA Total Request of $91,000. Per Head Tax of $0.55 = $18,400; delinquent taxes = $1,200; Taylor Grazing = $24,179, Request from General Fund is $47,721.00

Noxious Weed Program	$ 50,000.00

Chair Powell stated the special request from New Horizons Developmental Center would be heard at that time.

C. Special Requests

New Horizons Developmental Center	$ 60,000.00

Patsy Sanchez, New Horizons Developmental Center Board Member, presented the request for two backup generators. Ms. Sanchez stated the facility was a repurposed hospital, circa 1950's, and had no backup generators. Ms. Sanchez stated the facility housed nineteen residents and had limited funding. Ms. Sanchez provided a spreadsheet of entities contacted for possible funding to purchase the generators and other items needed for the facility. Ms. Sanchez pointed out there was basically no funding for mental health in New Mexico. There was discussion investigating a possible Colonia's grant for this funding.

Chair Powell resumed the requests as scheduled:

South Central RC & D	$ 40,000.00
Lincoln County Humane Society	$ 35,000.00
EcoServants	$ 25,000.00
NM Bookmobile	$ 1,260.00
Coalition of Arizona/NM Counties	$ 2,600.00 Annual Dues
Legal Fund Contribution (Optional)	$ 5,000.00
Town of Carrizozo	$ 7,500.00

Note: for up to 50 dogs and then after $150.00 per dog x number of Dogs brought to Carrizozo Shelter

Lincoln County Fair Board Association	$ 24,000.00
Boys & Girls Club of Sierra Blanca	$ 6,000.00

Chair Powell recessed the public hearing at 10:36:51 AM and reconvened at 10:45:53 AM

D. Medical Related Budget/LCMC/Clinics/La Casa

Al Santos, Hospital Administrator, presented the Lincoln County Medical Center's annual request for approval to expend Mill Levy funds for the 2014-2015 fiscal year. Mr. Santos explained the funds would be used in support of LCMC, Lincoln County EMS, and LCMC-managed clinics in Carrizozo, Corona, and Capitan.

Mr. Santos stated the request, for the first time, included hospital operational funding support which was based on the reductions in Sole Community Provider program funding. Mr. Santos

stated the total amount of this year's request was $480,584 less than the previous year's County LCMC funding authorizations. Mr. Santos stated this could be funded without increasing the Mill Levy tax rate and additional funding would add to the County's medical surplus.

Mr. Santos stated there were significant challenges in healthcare financing facing Lincoln County and LCMC in 2014-2015. Mr. Santos requested a joint workshop in the near future to address the near-term and long-term challenges.

Mr. Santos discussed the 2013 LCMC delivery system ended the year with a negative net income of $331,714.00. Mr. Santos stated this loss could have been much greater had the County Commissioners not provided financial augmentation with $2.2 million in available Mill Levy funds. Mr. Santos provided comparative data for 2013 and 2012:

	2013	2012	Variance
Gross Patient Revenue	$76,265,879	$72,958,807	+ 4.53%
Reductions to Revenue {a}	$45,534,782	$36,035,173	+26.36%
Net Patient Revenue	$30,731,097	$36,923,637	-16.78%

{a} CD&A, Bad Debt, and SCP funding decreases

Mr. Santos reported that in 2013, inpatient discharges were up almost 3% and inpatient days were virtually flat. Mr. Santos stated LCMC was able to reduce total operating expenses 4.4% ($34.19 million down from $35.77 million). Mr. Santos reported LCMC was able to invest almost $700,000 in capital investments in 2013.

Mr. Santos discussed the LCMC budget and presented the following:

Revenue:	1 Hospital (2 Mills)	= $2,218,000
	2 Rural Clinics (0.6)	= $ 619,000
	3 Hospital Lease	= $1,100,000
	TOTAL	$3,937,000
Expenses:	1 Rural Clinic/EMS Ops	= $ 859,810
	2 1/12th Mill Levy Matching	= $ 414,226
	3 Hospital Ops & Maintenance	= $1,375,500
	TOTAL	$2,799,536
Annual Medical Operating Balance		$1,137,464

Mr. Santos presented the Mill Levy support requirements for each of the clinics:

Carrizozo Health/Dental Center:

Operating Funds	$374,640
Capital Requests:	
Exam Tables (3)	$ 4,500

Audiometer (1)	$ 1,600
Intravenous Infusion System	$ 500
Waiting Room Chairs	$ 7,500
Office Program computer and training	
Total	$388,710

Corona Clinic:

Operating Funds:	$ 30,000
Capital Requests	none
Total	$ 30,000

Capitan Clinic:

Operating Funds:	$100,000
Capital Requests:	
Venipuncture Chair (1)	$ 1,600
Vital Signs Monitor (1)	$ 1,500
Total	$103,100

Emergency Medical Services (EMS)

Operating Funds	$ 5,000
Capital Requests:	
Remount and upgrade 1999 Ambulance Chassis	$153,000
Replace six outdated cardiac Monitors	$180,000
Total	$338,000

LCMC Hospital

Operations Funding	$1,250,000
Capital Requests:	
Domestic Water Repairs	$ 18,000
Roof Repair Business Office	$ 12,500
Roof Repair over ER	$ 38,000
Emergency Generator Use	$ 57,000

Total	$1,375,500

Lincoln County Community Assistance Program (LCAP)

Operations Funding	$150,000
Capital Requests: None	
Total	$150,000

Safety Net 1/12th Matching Funds (Old SCP)

Total	$414,226
Total LCMC Mill Levy Requirements	$2,799,536

Ms. Taylor clarified the County funded $3.3 million in the previous year and $1.1 million of that was for the arrears in the sole community provider payment fiasco. Ms. Taylor stated the request in the last fiscal year was $2.2 million which was less than the current request of $2.8 million.

La Casa Buena Salud $85,000.00

Steven Connelly, Chief Financial Officer La Casa de Buena Salud, presented the proposed budget for the Hondo Clinic. Mr. Connelly provided a breakdown of the budget comparison of the fiscal year 2013-2014 to the proposed budget of 2014-2015. Mr. Connelly further provided actual expenses compared to the budget of July 2012 to June 2013. Mr. Connelly stated the budget request for the Hondo Clinic for the 2014-2015 fiscal year was the same as it was for the 2013-2014 fiscal year.

Commissioner Minter stated preference for the report submitted by La Casa Buena Salud as opposed to the report submitted by LCMC.

Chair Powell stated action on the health care budget request would be considered at the time the Resolution for the Mill Levy was presented.

Chair Powell invited Ms. Taylor to resume the Manager's report/recommendations.

Ms. Taylor discussed the projected expenses which were annualized. Ms. Taylor stated the expenditures were unconstrained and the revenues were conservative. Ms. Taylor reported the amounts included departmental inputs by account during the budget mark-up process. Ms. Taylor stated the current ending preliminary balance overall was $948,825 over the required reserve that was the required 3/12th amount and did not include un-funded external agency requests.

Ms. Taylor stated the Property Valuations increased from $1,131,149,006 for Tax Year 2013 to $1,167,217,167 for Tax Year 2014, and this valuation was mandated for the FY 2014-2015 budget by DFA. Ms. Taylor reported that PILT was received in June, 2013 in the amount of $1,536,831, and based on estimated forecasts, that amount was reduced by 5.7% for a total of $1,449,594. Ms. Taylor stated that increased revenue projections have been placed in the budget.

FY	County Valuation	Increase	Reappraisal Year
2004	$ 615,303,222	$ 27,641,056	
2005	$ 686,219,982	$ 70,916,760	Yes
2006	$ 721,934,100	$ 35,714,118	
2007	$ 818,733,862	$ 96,799,762	Yes
2008	$ 887,828,843	$ 69,094,981	
2009	$ 1,019,422,539	$131,593,696	Yes
2010	$ 1,038,712,174	$ 19,289,635	
2011	$ 1,058,628,937	$ 19,916,763	
2012	$ 1,105,798,545	$ 47,169,608	Yes
2013	$ 1,131,149,006	$ 25,350,461	Yes
2014	$ 1,167,217,167	$ 36,068,161	Yes

Ms. Taylor discussed the external agency presentations heard previously. Ms. Taylor stated it was at the Commission's discretion whether to consider the non-solicited budget requests that would reduce the reserve and increase the deficit spending. Ms. Taylor recommended close scrutiny of external agency funding requests, as some broadly benefitted the County more than others, and every external request granted limited the ability to address internal County requirements. Ms. Taylor stated there were currently $461,776 in unfunded external requests.

Ms. Taylor stated there was opportunity to review and amend departmental expenses and revenues.

Ms. Taylor reported it was important to note that, due to Little Bear Fire and subsequent flooding events, extraordinary expenses and partially offsetting reimbursing funds for mitigation efforts were reflected in both the actual data for FY13-14 and the budgeted data for FY14-15. Ms. Taylor stated in FY13-14 year-to-date, the County has spent $367,775 on flood mitigation efforts, for which it was eligible to receive 75% reimbursement from FEMA and 12.5% reimbursement from the State of New Mexico. Ms. Taylor pointed out a number of projects were work-in-progress or yet to be started. Ms. Taylor stated the FY14-15 budget included expenses in the amount of $463,609 to complete this work. Ms. Taylor stated details of those transactions were found in the Preliminary Budget. Ms. Taylor explained after all was considered the County incurred $327,956 (12.5%) out of pocket, unreimbursed expense for flood mitigation projects, and will have been reimbursed $1,967,735 by FEMA and $327,955 by NM Department of Homeland Security and Emergency Management.

Ms. Taylor stated that because Lincoln County received FEMA approval of its Local Hazard Mitigation Plan last year, it was eligible to apply for a Homeland Security Mitigation Grant in the amount of $3.5 million. Ms. Taylor reported the County had submitted various versions of the application, and has been recently informed that it met all the requirements of NM Department of Homeland Security and FEMA. Ms. Taylor expected to have the application approved in the near term. Ms. Taylor reported the work that would be targeted with the total funds was the "planning, engineering, designing, constructing, building, clearing of ladder fuels, expanding defensible space, structures protection through debris removal, incineration, grinding and any other means necessary in the protection of Lincoln County residents through minimizing the disastrous effect of wildfire". Ms. Taylor reported the grant required a 25% match of $875,000, paid over three

years, with this budget including $388,889. Ms. Taylor stated while the match was included in the preliminary budget, it was feasible that offsetting matches could be obtained from other State Agencies partnering with the County on these projects.

Ms. Taylor discussed the presentation heard earlier in the meeting from the hospital administrator that totaled $2,799,537 for operating funds and capital requests. Ms. Taylor stated that amount exceeded the total funds generated by the 2.6 mill levy dedicated to the hospital and clinics. Ms. Taylor reported as a result of three separate requests in the last year the County awarded funding to LCMC in the amount of $3.3 million: 1) $1.1 awarded during the FY13-14 budget hearing *to compensate LCMC for FY12-13 shortages* due to Sole Community Provider Funding deficiencies; 2) $1.1 million awarded during the final budget hearing for FY13-14 for the 1st half of the 2013 - 2014 fiscal year; 3) $1.1 million awarded at mid-year budget adjustment for $1.1 million for the second half of FY 13-14.

Ms. Taylor discussed the medical related items requested by the hospital administrator which were incorporated into the budget. Ms. Taylor stated the Commissioners should discuss the amount of the 3.0 Mill Levy authorization to impose. Ms. Taylor recommended the imposition of 2 Mills for the hospital and .6 Mill of the 1 Mill authorized for the clinics remain in place. Ms. Taylor stated this would retain taxes level from the previous year (2013-2014). Ms. Taylor stated it was important to note the estimated carryover at the end of the year (2013-2014) with the imposition (2.6) was $474,069 for the clinics and $5,713,385 for the hospital. Ms. Taylor stated the reserves in those accounts were more than sufficient to fund the hospital and clinics adequately. The history of Mill Levy imposition was as follows: Seven Year History of Imposition – 3 Mills Authorized by November 7, 2000 Election and the April 8, 2008 special election:

November 2000 Election

	Hospital	Clinic	Total
FY 2001-2002	2.1	.9	3.0
FY 2002-2003	2.1	.9	3.0
FY 2003-2004	1.1	.9	2.0
FY 2004-2005	2.1	.5	2.6
FY 2005-2006	2.1	.5	2.6
FY 2006-2007	2.1	.5	2.6
FY 2007-2008	2.1	.5	2.6

April 2008 Special Election

	Hospital	Clinic	Total
FY 2008-2009	2.0	.6	2.6
FY 2009-2010	2.0	.6	2.6
FY 2010-2011	2.0	.6	2.6
FY 2011-2012	2.0	.6	2.6
FY 2012-2013	2.0	.6	2.6
FY 2013-2014	2.0	.6	2.6

Ms. Taylor reported staff was researching the current Mill Levy Enactment Date to determine whether it would sunset in 2014 or 2015. Ms. Taylor discussed that State law required the matter of levying taxes shall be submitted to the electors of the County in a General Election or a special

election. Ms. Taylor stated the County was responsible for the cost of conducting the special election and the only general election prior to the sunset date was in November 2014. Ms. Taylor requested direction the process commence to enable the Mill Levy issue to be included in the 2014 General Election.

Ms. Taylor stated it was premature to formally begin input to this year's ICIP submission. Ms. Taylor requested Commissioners to review the ICIP and participate in a discussion of this year's submission. Ms. Taylor stated no action need be taken at this point. Ms. Taylor requested comments for incorporation of potentially updated projects. Ms. Taylor stated in the last year, the final ICIP was adopted at the September Commission meeting. Ms. Taylor provided for initial discussion, items submitted last year, along with some capital outlay awards included:

(a) Expand Detention Center	$700,000	$163,000
(b) Construct New Hondo Fire Station	$300,000	$ 25,000
(c) Energy Improvements to County Offices	$165,000	$ 0
(d) Move / Construct Communications Tower	$ 100,000	$ 25,000
(e) Expand White Oaks Fire Station	$252,000	$ 20,000

Glenna Robbins, County Treasurer, responded to Chair Powell's questions concerning the Homeland Security Special Revenue Fund and explained the grant was broken out over a three year period beginning with the 2013-2014 fiscal year revenue of $1,166,667.00 and expenditures of $1,555,556. Ms. Robbins reported the total grant was $3.5 million and the County match was 25% which was the $1,166,667.00. Ms. Robbins stated the grant was reimbursable only and the funds must be expended first; however, there was no activity in the fund over the past fiscal year and the $388,889 was carried over as a transfer to the 2014-2015 fiscal year.

Ms. Robbins reported the General Fund revenues were projected at 5% over the previous year's revenues. Ms. Robbins pointed out the General Fund Beginning Cash Balance was projected at $6,940,242. Ms. Robbins explained the balance was estimated based on ending cash balances from the current fiscal year. Ms. Robbins reported that historically from the preliminary to final cash forwarding there was an increase in cash forwarding funds. Ms. Robbins stated in the previous year the amount increased by approximately two million dollars.

Paul Baca, County Assessor, reported the property values increased every year and pointed out that total Valuations had almost doubled in the last ten years. Mr. Baca stated the annual increase was approximately 8.2%.

Ms. Robbins reported approximately 82% of the General Fund was from property tax revenues. Ms. Robbins further reported the PILT was about 12% of revenues as yet not received for the current fiscal year.

Ms. Robbins explained how the required reserves were calculated and there was a balance of $948,825.00 remaining after the required reserves were met. Mr. Robbins stated that amount could be used for expenditures requested.

E. Detailed Department Review

Charlene Schlarb, Finance Director stated each department's detail budget was provided for review. Ms. Schlarb stated there was a 10% increase in medical and 4% increase in PERA for the overall expenditures that affected each department. Ms. Schlarb stated there were other items in the departmental budgets which were increased, but those were specific to the department.

Chair Powell suggested only the important highlights of the overall expenditures should be presented unless there were specific questions.

Commissioner Stone was excused at 11:45:29 AM.

Chair Powell recessed the Public Hearing at 11:45:29 AM and reconvened at 1:00:00 PM.

Ms. Taylor reported that most departmental budgets were basically identical to the previous year.

Ms. Schlarb pointed out a few increases in the departmental budgets and specifically the law enforcement increase in over-time.

Robert Shepperd, Sheriff, discussed the reinstitution of the drug task force in Lincoln County. Sheriff Shepperd stated that two patrol deputies were reassigned into narcotics which would significantly impact overtime in the budget. Sheriff Shepperd provided statistics supporting the increased funds in the budget.

F. Unfunded Optional Requirements

Ms. Taylor provided the capital outlay and unfunded requests.

Sheriff:

1	Office Furniture for expanded space	$ 40,000
2	Security Camera System	$ 48,000
3	Computer Network System	$ 68,000
3	Three SUVs	$102,000
4	One SUV	$ 34,000
	Sub Total	$292,000

Sheriff Shepperd explained there were usually 3 cars per year replaced in the Deputy's fleet. Sheriff Shepperd stated that after 150,000 miles on a vehicle the maintenance costs increased and fuel increased. Sheriff Shepperd stated it was necessary for safety of the officers to request the four vehicles.

Road Department:

5	Oil Distributer	$ 10,000
6	Two Pick-Up Trucks	$ 67,463
7	Dozer (lease)	$ 57,576 /year
	Sub Total	$135,039

Carl Palmer, Road Department Director, provided information and justification for the requests listed. Mr. Palmer further requested approval to eliminate one part time and one temporary employee and add one full time position. Mr. Palmer further requested an additional 3 operator positions. Mr. Palmer justified the increase of employees to meet the demands from the public on the Road Department.

Lincoln County Detention Center:

8	Four Security Cameras	$ 6,000
9	Washers/dryers for Alpha Unit	$ 3,000
	Sub Total	$ 9,000

Sheriff Shepperd stated the additional security cameras were needed to monitor areas outside the Detention Center that were not currently monitored. Ms. Taylor reported the washers/dryers were for the women's unit.

Manager:

10	One Pick-up Truck (maintenance)	$ 16,078
11	One Forklift (maintenance)	$ 7,000
12	Storage shed w/concrete pad	$ 35,000
13	Expand Manager's Office	$ 12,600
	Sub Total	$ 70,678

Ms. Taylor explained the requests made for the Manager's Department. Ms. Taylor discussed the storage shed that was located next to the Sheriff's Office. Commissioner Minter questioned if the storage shed next to the Sheriff's office would be eliminated. Ms. Taylor stated there were no plans at that time as to what to do with the building. Commissioner Minter questioned the plans for the building across the street from the Carrizozo Senior Center that was acquired in the past year and if that could be used for storage. Ms. Taylor stated there were no plans of what to do with the building at that time. Ms. Taylor stated there was some discussion of the District Attorney's Office moving into the building.

Employee/Elected Official Compensation Proposals:

14	Compensation Board Recommendation to Adjust Pay Steps	$ 88,000
15	Increase Salary for all Classified Employees (by 1% Increments)	$ 30,000
16	Increase Salary for Elected Officials (by 1% Increments)	$ 4,791
	Sub Total	$123,491

Employee/Elected Official Compensation Proposals:

17	Road-Combine 1 part time/1 temporary position for 1 FT
18	Road-3 Operator II Permanent Positions
19	Sheriff – 2 Deputies
20	Sheriff – Chief Dispatcher
21	OES – Seasonal Firefighter

Sub Total	$409,977
Total	$1,040,185

Ms. Taylor explained there were several employee/elected official compensation proposals for Consideration:

a. Consider adjusting Pay Step for 15 County positions. The Compensation Board met to review fifteen (15) job descriptions held by 21 employees to determine whether they were currently at the proper Pay Step. Utilizing supervisory input, and general knowledge of County operations.
b. Consider an increase to all salaries for classified employees. For every 1% of wage increase, the overall salary impact was approximately $30,000. Example a 2% salary increase would result in a total cost of $60,000. The last wage increase to classified employees was for 3% in 2013.
c. HB344 was passed into law during the 2013 Legislative Session. This law addressed the issue of the fixing of salaries of county officers, as well as classifying counties. Lincoln County falls into class "B", as it has a full assessed valuation in excess of $75 million and has a population of less than 100,000 persons. This law allows County governments to increase the salaries of elected officials, not to exceed the statutory limit:

Commissioner	$26,257
Treasurer	$65,855
Assessor	$65,855
Sheriff	$68,654
Clerk	$65,855
Probate Judge	$23,028

Ms. Taylor stated the proposed increase was 15% over the previous salary limits.

d. Consider contracting a position classification/salary study to evaluate all 40+ positions in the County filled by approximately 114 employees.

Mr. Taylor discussed Compensation Boards recommendation to reclassify selected employees. Ms. Taylor stated as a job description changed the position classification should change. Ms. Taylor stated the positions in the Manager's Department were not reviewed because she did not have time. Ms. Taylor invited each Elected Official to justify the requests for their departments, although the overall recommendation was from the Compensation Board.

Paul Baca, County Assessor, presented the request to reclassify the GIS Tech/Mapper to be consistent with the GIS Tech for the County. Mr. Baca stated the position in the Assessor's office provided mapping and cartographer services for the entire County and County Departments. Mr. Baca explained the Mapper in the Assessor's office used to do only mapping for the Assessor's Office, but the position had now evolved into data sharing within the network and provision of services to other departments.

Commissioner Minter questioned if the two GIS Techs were performing the same tasks. Mr. Baca stated he could not speak to what the Manager's GIS Tech's specific duties were, but pointed

out the GIS Tech/Mapper provided cartography and maps to the general public and other departments.

Mr. Baca discussed the five appraiser positions in the Assessor's office that should be reclassified for consistency with positions in other departments with advanced skill level tasks and duties. Mr. Baca explained the Appraiser position was governed by statutes requiring specific certification levels and training. Mr. Baca further explained the impact of technology knowledge of the appraisal process. Mr. Baca stated values needed to be consistent with sales in the area and defendable when a protest was filed. Mr. Baca pointed out valuations had doubled the taxable 1/3 value of properties over the past ten years. Mr. Baca reported values were used by DFA to set the tax rates; which were based on the previous year's value. Mr. Baca pointed out the County had the luxury of giving these outside entities funds every year because of the revenue produced by the values set by the Appraisers. Mr. Baca stated one-half of the appraisers budget was funded from the reappraisal fund. Mr. Baca stated the reappraisal fund had helped the general fund by providing funds for salaries and consumables. Mr. Baca requested the reclassifications to make the positions equitable with other employees of the County.

Glenna Robbins, County Treasurer, requested one position in the Treasurer's Office reclassified for equitability with the other deputy treasurers in the office. Ms. Robbins explained the job description was updated with additional requirements for education and skills to perform the additional duties that were necessary of the position.

Ms. Taylor presented the Manager's Department requests for reclassification. Ms. Taylor requested the custodian contract changed to a full-time position and stated the cost would equal the total expenses paid for the annual contract. Ms. Taylor requested reclassification of the three Director positions for consistency with other supervisory positions in the County.

There was extensive discussion concerning the request to terminate the contract custodian and create a full-time custodian position. Chair Powell pointed out that eight years ago the same arguments were made for the contract custodian position. Ms. Taylor discussed the supervision of a full-time employee was more manageable at this time than before and the staff collectively believed it would be more efficient and effective now.

Tammie Maddox, Chief Deputy County Clerk, presented the request for the Clerk's Office in the absence of the County Clerk. Ms. Maddox requested the part-time deputy clerk position reclassified as a full-time deputy clerk. Ms. Maddox explained the position was needed for required coverage in the office. Ms. Maddox stated the other request was for two deputy clerk positions reclassification due to additional duties required. Ms. Maddox stated technology knowledge was demanded and required for the Deputy Clerk/Image Technician position. Ms. Maddox stated technology had evolved over the past ten years requiring the position have more computer knowledge and critical thinking in order to perform the regular duties. Ms. Maddox explained the Deputy Clerk/Probate Clerk position had increasing job duties requiring specific knowledge and training of the probate process in addition to the normal duties of the deputy clerk. Ms. Maddox stated the reclassification would provide consistency and equitability with other positions with the same level of responsibility.

Sheriff Shepperd reported the Dispatch Supervisor was required to train all the other dispatcher positions and discussed the additional duties of PSAP Coordinator. Sheriff Shepperd stated the

position duties were increased and the classification should be consistent with a supervisory position. Sheriff Shepperd discussed the Administrative Assistant as an exempt employee appointed by the Sheriff. Sheriff Shepperd stated the position's salary was based at 70% of the Sheriff's salary and requested an increase to 75%. Sheriff Shepperd stated that additional duties were assigned to the position along with the secretarial duties for the narcotics division. Sheriff Shepperd requested reclassification of the three Transport Deputy positions to reflect the requirement for law enforcement or prior law enforcement background because of the liability in the nature of the duty.

Ms. Taylor estimated the cost for the reclassification, as approved by the Compensation Board, would cost $88,700. Ms. Taylor stated that was an estimate based on the grade reclassification and averaged all the positions at a "J" step. Ms. Taylor stated the estimate was without the benefits calculated. Chair Powell stated probably another 20 to 25% could be added for the benefits. Ms. Taylor stated each individual position would be calculated with the correct figures.

Ms. Taylor discussed that Resolution 2008-16, Classification and Compensation Plan provided for consideration given to a cost of living increase for all non-exempt employees. Ms. Taylor reported that each 1% salary increase cost $30,000.

Ms. Robbins pointed out the capital outlay items were already calculated into the presented preliminary budget. Ms. Schlarb stated the only items to consider were the external requests or requests from the Compensation Board. Ms. Schlarb reminded there was always the option to delete items of capital outlay.

Chair Powell recessed the public hearing at 2:44:38 PM and reconvened at 2:50:36 PM.

Ms. Taylor discussed the opportunity to increase the Elected Official's salary. Ms. Taylor stated any increase would only effect newly elected starting a new term of office. There was extensive discussion and Chair Powell suggested the item placed on the agenda for action to include in the budget.

Joe Kenmore, Office of Emergency Services, explained the request for a seasonal employee was for assistance from April to September for wildland fire protection. Mr. Kenmore summarized the job description of the seasonal employee to conduct inspections of fire stations/trucks, working weekends, and believed there were people qualified and willing to work seasonal. Ms. Taylor questioned if the seasonal employee could be a contract employee versus a temporary employee. Mr. Kenmore agreed a contract employee might be feasible and stated he would explore the option.

G. ICIP Input Comments

There was extensive discussion concerning the Communications Tower and Chair Powell recommended taking the Tower off the list and funding it through the budget's capital outlay. There was general consensus of approval; however, no action was taken.

Other discussion ensued with a general consensus to focus on one or two priority projects. Chair Powell suggested a discussion with Hubert Quintana of the Southeastern New Mexico Economic Development District.

Ms. Taylor stated that Basic IDIQ had reviewed the existing communications tower and recommended it moved from the roof of the building to another location. Ms. Taylor stated more detail could be obtained for the May Regular Meeting with a developed cost estimate.

H. Manager's Recommendations

Ms. Taylor requested guidance on the external and internal requested items. Ms. Taylor further stated the mill levy Resolution for healthcare could be adopted at the final budget hearing.

Chair Powell recessed the public hearing at 3:25:26 PM and reconvened at 3:31:24 PM.

I. Board of County Commissioner's Preliminary Budget Guidance

Chair Powell suggested beginning with the internal requests first and then discussion of the external agency requests.

Chair Powell stated a pay increase for all employees was preferable rather than considering only the reclassifications. Chair Powell did agree with the increase for the Administrative Assistant for the Sheriff. Commissioner Minter agreed but suggested another salary study. Commissioner Minter agreed with the Compensation Board's review of the employees and would like to approve the recommendation. Chair Powell believed a study could be conducted by the Compensation Board and stated the study done in 2010 was a waste of time and money. Commissioner Doth stated agreement with both concepts and recommended the Sheriff's employee receive the requested increase as well. Commissioner Draper discussed the Compensation Board's recommendation and agreed there should be adjustments made in the classifications. Commission Draper further agreed in an across the board increase for all employees of at least 3%.

Ms. Schlarb pointed out the $88,000 figure for the Compensation Board recommendations was inaccurate. Ms. Schlarb stated that figure was based on a "J" step average and benefits were not included.

Commissioner Minter pointed out that all employees received a 3% increase last year. Commissioner Minter stated the Compensation Board recommendations should be heeded. Commissioner Minter suggested a salary study conducted on all positions by the Compensation Board and make a recommendation at mid-year. Commission Draper suggested a 1% to 1.5% increase for all employees except the Compensation Board reclassifications but approve the recommendations of the Board.

Mr. Baca stated none of the Assessor employees were at a "J" step and further stated the $88,000 figure was too high.

Ms. Schlarb stated the overall pay increase would have to be applied to the reclassified employees as well because it would create problems in the pay scale grade and step chart.

Ms. Robbins reported the Compensation Board had met and approved all except 10, 11, and 12 which were referred to the manager. Ms. Robbins stated each Board member evaluated employees in their own departments and all the entire Board members recommended approval of the list as submitted. Ms. Robbins stated understanding the Commission had the final decision, but urged approval of the recommendations of the Compensation Board. Ms. Robbins stated the COLA increase should be across the board.

Chair Powell suggested approval of the Board recommendations for the final budget and then approval of a two percent across the board increase now.

Ms. Taylor recommended following the Compensation Plan to have the Manager present a recommendation at mid-year for increases to all employees. Ms. Taylor further recommended the Commission direct the Compensation Board to review all positions and make an overall recommendation at the same time at midyear.

Ms. Robbins stated the COLA could be considered at mid-year; but, suggested approval of the reclassifications in the Preliminary Budget.

There was extensive discussion concerning the protocol and procedures of whether to approve the reclassification requests and/or approve an across the Board COLA; however, no action was taken.

Ms. Maddox observed the reclassification plan was not going to be approved; however, Ms. Maddox requested approval of the County Clerk's request for the part-time employee reclassified to a full-time employee at this time. Ms. Maddox stated it was important for the Clerk's Office to have full department coverage and have the employee trained before the General Election in November.

Chair Powell agreed that it should be approved after the public hearing. Chair Powell further agreed the OES position, and two new deputies should also be approved. Ms. Taylor agreed and suggested the Administrative Assistant position should be considered as well.

Chair Powell clarified the capital outlay items were already included in the presented preliminary budget.

Commissioners discussed the merits and needs each of the external agency requests.

Commissioner Doth recommended no funding any of the library requests since all these entities were in a municipality. Commissioner Doth stated there were many things the County paid for that municipalities did not participate in and believed the County should not participate in funding the municipal libraries.

Chair Powell adjourned the Public Hearing and reconvened the Regular Meeting at 4:30:59 PM

Motion: Approval of the external agency requests as listed:

AGENCY	REQUESTED	APPROVED
NMSU Extension Office	$ 93,000.00	$93,000.00
Capitan Library	$ 13,295.18	$ 5,000.00
Corona Library	$ 5,000.00	$ 5,000.00
Ruidoso Library	$ 35,000.00	$20,000.00
Juvenile Justice Board (LCJJB)	$ 8,000.00	$ 8,000.00
SNMEDD	$ 6,000.00	$ 6,000.00
USDA Predator Control/Wildlife	$ 47,721.00	$47,721.00
Noxious Weed Program	$ 50,000.00	$50,000.00
South Central RC & D	$ 40,000.00	$40,000.00
Lincoln County Humane Society	$ 35,000.00	$30,000.00
EcoServants	$ 25,000.00	$15,000.00
NM Bookmobile	$ 1,260.00	$ 1,260.00
Coalition of Arizona/NM Counties	$ 2,600.00	$ 5,000.00
Town of Carrizozo	$ 7,500.00	$ 2,500.00
Lincoln County Fair Board Association	$ 24,000.00	$24,000.00
Boys & Girls Club of Sierra Blanca	$ 6,000.00	$ 6,000.00
New Horizons Developmental Center	$ 60,000.00	$40,000.00
	TOTAL EXTERNAL AGENCIES	$398,481.00

Action: Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Doth, Commissioner Draper.
Absent: Commissioner Stone.

Motion: Approval of the County Clerk's part-time to full time position; Road Department combining one part-time and one temporary position for one full time position; Road Department three Operator II full time positions; Sheriff Department two deputies and one Chief Dispatcher; increase the Sheriff Administrative Assistant to 75% of the Sheriff's salary, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Doth, Commissioner Draper.
Absent: Commissioner Stone.

Motion: Approval of the optional capital outlay requests as listed:

	1	Office Furniture for expanded space	$ 40,000
	2	Security Camera System	$ 48,000
	3	Computer Network System	$ 68,000
	3	Three SUVs	$102,000
	4	One SUV	$ 34,000
		Sub Total	$292,000
Road Department:			
	5	Oil Distributer	$ 10,000
	6	Two Pick-Up Trucks	$ 67,463
	7	Dozer (lease)	$ 57,576 /year

		Sub Total	$135,039
Lincoln County Detention Center:			
8	Four Security Cameras		$ 6,000
9	Washers/dryers for Alpha Unit		$ 3,000
		Sub Total	$ 9,000
Manager:			
10	One Pick-up Truck (maintenance)		$ 16,078
11	One Forklift (maintenance)		$ 7,000
12	Storage shed w/concrete pad		$ 35,000
13	Expand Manager's Office		$ 12,600
		Sub Total	$ 70,678

Action: Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary**: Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Doth, Commissioner Draper.
Absent: Commissioner Stone.

7. Next Regular Meeting – Tuesday, May 20, 2014

8. Adjournment

There being no further business to come before the Board of County Commissioners, Chair Powell adjourned the meeting at 4:36:33 PM.

Respectfully Submitted:
Tammie Maddox, Chief Deputy, County Clerk

COUNTY OF LINCOLN

New Mexico
Regular Meeting
Board of County Commissioners

Jackie Powell, Chair
Preston Stone, Vice Chair

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

Minutes
Tuesday, May 20, 2014

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on May 20, 2014 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico.

1. Call to Order

Chair Powell called the Regular Meeting of the Board of County Commissioners to order at 8:32:05 AM.

2. Roll Call

Roll Call.
Present: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

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

3. Invocation

The invocation was presented by Pastor Roland Burnett.

4. Pledge of Allegiance

a. Pledge – U.S.A. Flag
b. Salute – N.M. Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary,
Action: Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

6. Approval of Minutes

Motion: Approve the minutes of the April 25, 2014 Regular Commission Meeting,
Action: Approve, **Moved by** Commissioner Stone, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

7. Approval of Consent Agenda

a. Payroll/Accounts Payable/Budget/ Expenditures
b. Treasurer's Financial Report for the Month ending April 30, 2014
c. Carrizozo Soil and Water Conservation District Mill Levy

Motion: Approval of Consent items as presented, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

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

8. Smokey Bear District Ranger Update

Ranger David Warnack informed Stage 1 Fire Restrictions were in effect as of May 21, 2014 on all Ranger Districts in the Lincoln National Forest. Ranger Warnack reminded Stage 1 Restrictions include a ban on open campfires and coal or wood burning stoves except in designated campgrounds. Ranger Warnack stated fireworks were prohibited and smoking was limited to enclosed or designated areas. Ranger Warnack stated the USFS would monitor ongoing conditions.

Commissioner Doth expressed concern about the potential for arson and requested the Forest Service seek public assistance in watching for any suspicious activity. Ranger Warnack explained the Smokey Bear District employed a six person fire prevention team to travel the District daily, make public contact to discuss conditions, provide trash bags, and monitor activity in the forest.

Ranger Warnack stated on May 8, 2014 representatives from the Lincoln National Forest Service met with municipal, county, and state officials to provide a briefing on fire conditions. Ranger Warnack stated there was robust conversation about preparedness and noted the "highly evolved" coordination between entities for emergency response to fires in this area.

9. Lincoln County Detention Center Update

Arthur Anderson, Warden provided statistics on monthly bookings and releases at the Lincoln County Detention Center and stated the current total average daily population as 130. Warden Anderson stated the current population of the Detention Center was 121 including 17 BIA prisoners and no US Marshal prisoners. Warden Anderson also noted the current population was composed of 24 female and 97 male prisoners.

Commissioner Draper questioned if the facility was still short staffed. Warden Anderson reported three new employees were added this week but the Center still needed additional employees to be fully staffed.

10. Resolution 2013-40: Fire Danger Emergency Declaration

Nita Taylor, County Manager recommended in conjunction with the Lincoln National Forest's decision to impose fire restrictions on May 21, 2014, the County consider adoption of a Resolution to extend fire restrictions to non-Forest Service land within the County. Ms. Taylor noted the Resolution would impose a ban on all burning of open flames, fires, campfires (except in designated areas) except by permit. Ms. Taylor further explained the Resolution, once adopted, would remain in effect for thirty days or until rescinded or extended by the Board of Commissioners.

Motion: Adopt Resolution 2013-40, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.

Commissioner Minter noted the Resolution as worded would not impose restrictions on outdoor smoking. Commissioner Minter commented the fire restrictions imposed by the Lincoln National Forest and the Village of Ruidoso included a ban on smoking.

Vote: Motion carried by unanimous vote **(summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Manager Taylor reminded State Statute did not allow the County to impose restrictions on the use of fireworks within the County until 20 days prior to a holiday. Ms. Taylor informed due to the Regular Meeting being rescheduled to June 10th, the earliest the County could adopt fireworks restrictions was June 16th which would require a Special Meeting.

SEE EXHIBIT B: Copy of Resolution 2013-40 is attached hereto in reference thereto made a part hereof.

11. Memorial Day Proclamation

Ms. Taylor presented the Proclamation in recognition of Memorial Day. Ms. Taylor stated on behalf of a grateful nation, it was fitting to recognize this year's Memorial Day observance. Ms. Taylor stated the Proclamation was "in memory of those who have previously and more recently given their lives in the defense of all we hold dear" including those who served in Iran and Afghanistan.

Motion: Approve the Proclamation, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote **(summary: Yes = 5).**
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

12. 9:00 A.M.: **Tabled** - Consideration and Action on Lodger's Tax Applications with Backup Material:

Motion: Remove Lodger's Tax Applications from the table, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Chair Powell informed only $9,595 in available funding remained in the budget for this fiscal year. There was a general discussion about consideration of dates and priorities of events occurring within this physical year for funding. The requests as recommended by the Lodger's Tax Committee were as follows:

4. Funding Request: $4,550.29; Art Loop July 4-6, 2014; Application 1715
   Presenter: Ronda Dougherty/Lincoln County Art Loop

5. Funding Request: $ 1,000.00; Christmas Jubilee November 7-9, 2014
   Application 1716; Presenter: Linda McKinley/Ruidoso Valley Greeters

6. Funding Request: $ 5,000.00; Fort Stanton Live July 11-13, 2014;
   Application 1717; Presenter: Larry Auld/Fort Stanton, Inc.

7. Funding Request: $ 2,800.00; Ruidoso Grindstone Trail Runs July 26, 2014
   Application 1718; Presenter: Frederic Moras/Ski Run Road Challenge

8. Funding Request: $ 10,000.00; True Enchantment Tourism Board;
   March 1, 2014-February 28, 2015; Application 1719
   Presenter: Jim Boswell/Carrizozo Works, Inc.

Motion: Approve Application 1715 for $4,000 and Application 1717 for $4,500; table Applications 1716, 1718, and 1719, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Ms. Taylor informed the Manager's office and staff planned to schedule a meeting with the Lodger's Tax Committee to clarify funding availability and processes.

14. Discussion/Possible Action – Continued Production of Erosion Control Wattles – FEMA Project

Ms. Taylor discussed the history of the grant awarded by FEMA for a work project producing erosion control wattles utilizing 16,000 cubic yards of wooded debris removed from Eagle Creek, Bonito, and Magado drainages after the Little Bear Fire. Ms. Taylor stated the FEMA total estimate utilizing all of the debris for producing wattles was $634,650.35 and as of this date the County had received $237,994 from FEMA and $39,666 from the State with the County's obligation also being $39,666. Ms. Taylor stated the contractor for the project had received $229,890 to date.

Ms. Taylor stated the number of wattles produced had far exceeded the public demand for use. Ms. Taylor stated potential impediments to distributing the wattles included the logistics of loading

the cumbersome wattles and perhaps the location of the yard where the wattles were stored. Ms. Taylor discussed potential options for selling the wattles to other governmental entities and the requirement by some such agencies for the wattles to be tested and certified as "weed free".

There was a lengthy discussion about options to dispose of the remaining debris including options to utilize an "air burner" or "broadcast" the debris over certain sites.

Chair Powell questioned the cost for testing to determine if the wattles were "weed free". Ms. Taylor stated she would research the cost and commented, should they be "weed free", other counties had expressed interest in purchasing the wattles. Ms. Taylor informed the cost of testing was not an eligible expense for the FEMA grant funding.

Ms. Taylor stated the contractor was almost finished utilizing the 16,000 cubic foot of debris specified by contract and requested guidance whether the County should cease production of wattles until a process for distribution was identified.

Motion: Cease production of wattles, test debris to determine if the material was "weed free", and broadcast remaining debris to available sites. **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.

Ms. Taylor discussed the potential option to sell wattles "at cost" to offset the County's match. Commissioner Stone suggested if Dona Ana County was interested in obtaining some of the wattles, they might offset costs by providing transportation for delivery of the wattles.

Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

15. Lodger's Tax Audit Draw

Ms. Taylor stated in accordance with County Ordinance 2004-04, the County Commission shall select for audit one or more vendors to verify the amount of gross rent subject to the occupancy tax. Ms. Taylor stated County lodgers were divided into two pools with 14 large vendors and 14 small vendors in each. Ms. Taylor reminded vendors audited in the prior year were removed from the draw.

Commissioner Minter drew two lodgers from each group with lodger numbers 6 and 11 being drawn from the small pool and 18 and 27 from the large pool.

16. Amend Professional Services Agreement – King Industries Corporation

Ms. Taylor discussed the need to amend the current Professional Services Agreement with King Industries Corporation from $50,000 to $60,000. Ms. Taylor stated King Industries was hired to lead the effort in developing the application for a $3.5 million FEMA/NMDHSEM Mitigation grant. Ms. Taylor stated King Industries additionally assisted with work to fine tune the initial application and finalizing a second application by obtaining Environmental Assessments, identification and enrollment of private landowners, and oversee completion of the thinning project.

Ms. Taylor explained the State Procurement Policy was modified in 2013 increasing the limit for professional services contracts from $50,000 to $60,000. Ms. Taylor noted the County adopted a revised Purchasing Policy on October 15, 2013 to reflect the increased limit. Ms. Taylor stated

King Industries was nearing the $50,000 limit but as there were additional tasks to be completed for the grant application process, requested a contract amendment increase from $50,000 to $60,000.

Motion: Amend the contract with King Industries from a maximum of payment for services from $50,000 to $60,000 for the fiscal year, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

17. Consideration of Approval or Disapproval of Indigent Health Care Claims

Scott Annala, IHC Administrator presented the Sole Community Provider/Lincoln County Medical Center claims for approval. Mr. Annala processed 31 claims with 29 recommended for approval and 2 recommended for disapproval for a total authorization of $62,730 and a year to date authorization of $992,892. Mr. Annala noted the average monthly hospital claims to date was $90,263 with a projected annual approval for FY 2013-2024 of approximately $1.08 million.

Mr. Annala presented the Indigent Health Care Payments request for the month and stated he processed 26 claims with 22 recommended for approval and 4 recommended for disapproval. Mr. Annala stated the total of claims recommended for payment this month was a record low of $5,178.15 for a year to date total of $199,725. Mr. Annala noted the average monthly indigent claims to date were $18,157 with a projected annual expenditure of $217,884. Mr. Annala reminded the FY 2013-2014 budget for Indigent claims was $393,278 with adequate funds available for the final month of the fiscal year.

Mr. Annala anticipated the Legislative Finance Committee might develop a report requiring County's to provide information on revenues and expenditures from the dedicated 1/8th Indigent Health Care GRT. Mr. Annala anticipated the State would be reviewing County budgets seeking additional sources of funding for health care.

Motion: Approval and denial of the claims as indicated for Sole Community Provider and Indigent Health Care Program payments as recommended, **Action:** Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Doth.

Commissioner Minter suggested the County reconsider maximum payment amounts for services to providers as well as lifetime limits to help ensure the funds were utilized locally. Mr. Annala agreed and suggested an agenda item to consider revision of the Indigent Health Care Resolution for a meeting in the near future.

Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

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

13. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS

Commissioner Draper congratulated recent Lincoln County High School graduates and noted the large amount of scholarships awarded to students from various schools within the County.

Rhonda Burrows, County Clerk reminded early voting for the 2014 Primary Election began on May 17, 2014. Ms. Burrows discussed the two Early Vote sites open in Lincoln County located at the Lincoln County Courthouse and at the Horton Complex in Ruidoso. Ms. Burrows reminded voters of the multiple ways to vote including Absentee by Mail, Early Voting and Election Day Vote Centers.

18. Manager's Report

1. **HAT's OFF!** To Glenna Robbins, Treasurer, and Charlene "Punkin" Schlarb, Finance Director and their staffs for compiling the Fiscal Year 2014-2015 preliminary budget for consideration. A special thanks also to all other Public Officials and Department Heads for the in-depth scrutiny of their individual portions of the budget, which collectively comprise the whole.

2. **HAT'S OFF again!** Manager Taylor presented a letter of recognition to Renee Montes, Program Director of Lincoln County Zia Senior Centers by the Non-Metro Area Agency on Aging (NMAAA) for her Outstanding Submission of Budgets for FY 2014 – 15.

3. **Building Projects**

a. Judicial and Sheriff Expansion: As of the last billing, the expansion project was 80% complete, with an anticipated substantial completion date of August 7, 2014. Fine-tuning of the details, including meeting county, court and public requirements along with staying within the confines of the budget for the project continues to be a balancing act. With all entities cooperating, the project continues to be on time and on budget.

b. Ft. Stanton Volunteer Fire Department: The project funded by a CDBG grant of $397,000 CDBG and $277,765 in State Fire Marshall Funds was 98% complete. Total construction costs for the project were estimated as $470,536, leaving approximately $200,000 to purchase furniture and equipment.

c. Carrizozo Senior Center: A planning meeting with Architect Howard Kaplan of Wilson and Co.; Dora Batista of the Southeastern New Mexico Economic Development District (SNMEDD); and Lincoln County Zia Senior Center staff was scheduled for June 11, 2013 to discuss issuing the construction Request for Proposals (RFP).

4. **Ft. Stanton – State Veteran Cemetery Program.** The Ft. Stanton Cemetery was selected as one of four cemeteries in New Mexico to compete for federal funding in an initiative to provide for federally-rated final resting places that are closer to home for New Mexico veterans. Other selected locations were Angel Fire, Carlsbad and Gallup. The Manager reported on attendance by herself, Commissioner Powell, and Larry Holt, Lincoln County Volunteer Coordinator for the State Veteran Cemetery Program at the Point-of-Contact meeting for representatives from all four counties. The Manager noted the land required for the expansion of the Ft. Stanton Cemetery was currently owned by the state, significantly reducing up-front work to be completed. The Manager stated the State had pledged $600,000 as the match for federal funding and would prefer to see all four sites developed at the same time. The Manager noted

Governor Martinez was scheduled to speak at Ft. Stanton's Veterans Day Memorial Services on May 24, 2014.

5. **Wood burning stoves.** The Manager reminded of prior discussion at the March Regular Meeting of the EPA's Revised "New Source Performance Standards (NSPS) for new residential wood heaters". Concern was expressed that the new standards might effectively kill the fireplace and wood stove market and the Commission directed the Manager to submit comments opposing the regulations. The Manager provided copy of the comments submitted.

6. **Cell Tower.** The Manager stated Verizon Wireless expressed interest in installing a new wireless communications facility north of Angus along State Highway 48 to serve the highway and surrounding communities. Lincoln County's Office of Emergency Services (OES) is located in the area at 111 Copper Ridge Road, and due to the location and nature of this property, Verizon Wireless proposed a lease agreement for approximately thirty feet by forty feet ground space just north of the OES building on County land. The Manager stated, if the Commission so directed, she would work with Verizon, CMS and Attorney Morel on a specific proposal for consideration. The Manager expressed belief the County could benefit from lease revenues and also have access to space for communications equipment on a tower.

Attorney Morel requested direction as to how to proceed and discussed options related to ownership of towers, leasing of space and related liabilities. There was a general consensus to develop a proposal.

7. **Upcoming Events.**

a. May 22nd - State Transportation Committee Meeting in Ruidoso. Hubert Quintana as moderator requested Chair Powell make a five minute presentation on transportation needs. Other presentations were expected from local governments.
b. May 24th - Veteran's Memorial Service at Ft. Stanton. 11:00 am.
c. May 26th - Holiday – Memorial Day Observed (County offices closed)
d. June 3rd - Primary Election
e. June 6th - Special Commission Meeting – Canvassing of Primary Election Votes
f. June 10th - Regular Commission meeting

8. **Departmental Updates**:

b. Roads – Carl Palmer, Road Superintendent discussed his recent attendance at the Rancho Ruidoso Valley Estates Home Owners' Association (HOA) meeting. Mr. Palmer reported the meeting was informative and discussed the HOA's concerns about the unpaved cul de sacs in the subdivision. Mr. Palmer explained the County's position that the cul de sacs were not as great a priority as other more heavily traveled roads.

a. Finance – Charlene "Punkin" Schlarb, Finance Director discussed the recent purchase of new tablets for use by County Commissioners to obtain agendas, receive email, and conduct County business. Ms. Schlarb planned to conduct a training on use of the tables in the near future.

c. Planning – Curt Temple, Planning Director reported the County Clerk's office received a grant award for records preservation from the State based on a grant application submitted by Samantha Vega, Ordinance Administrator. Mr. Temple stated Ms. Vega and his department continued work on the pending FEMA grant application.

d. EOC – Joe Kenmore, Director reported on three recent small fires in the County one of which was an unattended control burn. Mr. Kenmore also reported on the recent Emergency Medical Service (EMS) conference held in Ruidoso with approximately 731 in attendance. Mr. Kenmore stated the EOC conducted a demonstration of the SIMS table during Smokey Bear Days. Mr. Kenmore stated as the Risk Awareness Program Director he was happy to report the County met the target for the first half of this year resulting in less loss to the County.

Rick Merrick of South Central RC&D provided an update on grant applications for funding for thinning projects and reported on the joint project between multiple entities to remove burned trees on both sides of Bonito Road.

Chair Powell recessed the Regular Meeting at 10:10:44 AM and reconvened at 10:27:35 AM.

19. Water issues/Forest/Wildlife Health Programs/Land and Natural Resources Advisory Committee (LANRAC)

1. **Water Rights Notice**: There were no new water right notices posted on the State Engineer's website.

2. **Newspaper publication of prior water rights notices posted on the State engineer's website:** Ms. Taylor informed, as a result of the newspaper publication of applications by the Village of Ruidoso to transfer water rights from the Hondo Valley to the Village of Ruidoso (VOR), 300 Lincoln County residents and landowners filed protests with the State Engineer's office. Ms. Taylor provided copy of the letter sent on behalf of the Board of County Commissioners protesting the applications due to long term impairment in a critical management area and further noting the applicant had utilized five years of allotted water rights in three years.

3. **Town Hall on Water Planning, Development and Use**: Ms. Taylor anticipated a formal report from the session to be available soon.

4. **Pecos Valley Water Users meeting:** Ms. Taylor reported Chair Powell attended the meeting held on May 9, 2014 in Artesia.

5. **New Mexico Environmental Department Water Sustainability Workshop:** Ms. Taylor stated the Commissioners and Manager were invited to attend a workshop on May 21, 2014.

Chair Powell discussed the need for the County to protect the interests of small unincorporated communities in the use and distribution of water. Chair Powell discussed the current lack of "wet water" in the Rio Ruidoso and the problem of approving water transfers "on paper" with no "live water" to actually divert. Chair Powell noted these years were not necessarily "drought" years and might actually be the norm which necessitated the need to live within the current water

budget. Chair Powell stated the requested transfers equaled an amount of water held in Bonito Lake and maintained the transfer would alter the very nature of the Hondo Valley.

Commissioner Doth commented on the need for the VOR to be more proactive in the matter of water storage. Chair Powell commented on the Village's need for a 40 year plan, connection of current systems such Alto and Grindstone, and other water saving measures.

21. Liquor License Fee Resolution 2013-39

Rhonda Burrows, County Clerk informed NMSA 1978 7-24-2 required the Board of County Commissioners adopt a Resolution setting the fees for a local license to sell or dispense alcohol. Ms. Burrows stated the proposed fees were unchanged over the past several years and recommended no changes at this time.

Motion: Adopt Resolution 2013-39, **Action:** Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

SEE EXHIBIT D. Copy of Resolution 2013-39 is attached hereto in reference thereto made a part hereof.

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

There was a general discussion regarding whether it was appropriate for the County to impose outdoor smoking restrictions along with restrictions on open burning within the County.

Commissioner Doth spoke in favor of outdoor smoking restrictions to be consistent with other prevailing jurisdictions. Sheriff Shepperd discussed problems related to enforcement. Joe Kenmore, OES Director stated as Wildfire investigator since 2010, he had not discovered a fire caused by smoking and stated typically roadside fires were started by catalytic convertors or other auto related mechanical issues.

There was general consensus not to consider or adopt outdoor smoking restrictions.

23. Consideration of Appointments and Removals from Boards/Commissioners /Committees:

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

No action was taken

b. Property Tax Protest Board

Motion: Reappoint Lori Wetzel, Donda Richardson, and Dexter Moorhead, **Action:** Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

24. 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).

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

New or Updated Matters since last report = *

1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County, et al.* D-1329-CV-200701364. Suit filed: October 15, 2007. Verified Complaint for Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18, 2013, and case is ongoing.
2. *Michael Wheaton v Paul F. Baca, Lincoln County Assessor, et. al. D-1226-CV-2011-00341.* Suit filed October 18, 2011. Notice of Appeal of Final Order of the Lincoln County Valuation Protests Board. Attorney has agreed to stay the case pending the decision from the Court of Appeals.
3. *Coble Constructors, LLC, et al v Carl Kelley Construction Ltd. Co, et al. D-1226-CV-2012-00003.* Suit filed January 15, 2012. Complaint to Foreclose Mechanic's Lien. Order granting motion for resetting 4/17/13. Motion for Summary Judgment filed Jan. 29, 2014, Hearing scheduled April 24, 2014 produced an Order Granting Motion for Extension of Time which was filed May 6, 2014.

*4. *Greentree Solid Waste Authority v. Lincoln County D-1226-CV-2014-00095.* Suit filed May 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction, Motion to Waive Time to Reassign District Judge (Judge Karen Parsons was disqualified). County was served May 14, 2014. Paul Melendres is composing the Answer, Motion to Disqualify Mr. Beauvais and for Change of Venue.

*5. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction. Mr. Beauvais filed an appeal Feb. 27, 2014. Mr. Beauvais filed a Reply to Motion to Review Stay and Supersedeas Bond on April 16, 2014. Waiting on the Court's ruling of ALW&SD Oral Motion to Reconsider the granting of a Stay to GSWA.

*6. *Rio Grande-Alameda, Ltd. v Paul Baca, Lincoln County Assessor D-1226-CV-2013-00005.* Suit filed January 9, 2013. Complaint for Refund of Taxes Paid. Defendant's first motion to dismiss or Summary Judgment filed August 29, 2013, with plaintiff's response filed Oct. 4, 2013. Defendant's Reply to Motion to Dismiss or for Summary Judgment filed Oct. 21, 2013. Hearing was Jan. 6, 2014, and produced an Order of Dismissal, with a Motion to Reconsider filed Jan. 8, 2014. Hearing on the Merits scheduled for May 12, 2014 in Carrizozo with Judge Parsons. The case has been held over.

7. *Steven Miller, et al. v. State Forestry Division, NM Energy, Minerals, and Natural Resources Department, County of Lincoln, et al. D-1226-CV-2013-00160.* Suit filed June 15, 2013. Lincoln County Manager and Commissioners served July 9, 2013. Complaint for Negligence, Injury and Damages. On August 2, 2013, NMAC advised Attorney Bryan Evans has been assigned as counsel for Lincoln County. Judge Waylon Counts has been assigned the case. Plaintiff's Response to Lincoln County's and State's Motion to Dismiss filed Jan. 3, 2014. Judge Counts granted Motion to Dismiss March 24, 2014.

8. *Barbara Diane Latham, et al v. Neal Cox, Ben Hazen, Lincoln County Sheriff's Department*

and the County of Lincoln. D-1226-CV-2013-00191. Suit filed July 19, 2013. Complaint for Violation of Civil Rights, Wrongful Death and Damages by Attorney Gary Mitchell. LCSO and LC Manager were served on August 5, 2013. Tort Claim Notice was filed on October 27, 2011. Advised NMAC has assigned the case to Brennan and Sullivan Law Firm 9/5/13. Case has been moved to Federal Court August 30, 2013. Order Settlement Conference scheduled for July 22, 2014.

9. *State of NM/Lincoln County v. Avalon-Construction, Ruidoso, NM D-1226-CV 2014-00006* Filed Jan. 6, 2014 Open complaint for Refund of Taxes paid. Case assigned to Basham &Basham/Dwyer. Peter Dwyer is lead attorney.

*10. *State of NM/Lincoln County v. Warren Marker M 30 MR 2014-00046* Filed Feb. 28, 2014. Alleged bringing contraband into LCDC – Chris Nebalek with Gary Mitchell's firm assigned as public defender. Pre-Trial Hearing April 14, 2014 was attended by the Defendant who was removed from the court due to creating a disturbance. Noelle Prosequi mailed by Mr. Morel May 12, 2014.

*11. *State of NM v. Irene Howcroft – M-30-MR-2013-00190* Alleged animal nuisance. Hearing set for May 27, 2014. Will be continued. Awaiting new trial date. Case may be prosecuted by District Attorney. Awaiting decision of DA.

*12. *State of NM v. Stephen D. Rabdum M 32 MR 2014-00076* alleged dogs and cats running at large. Arraignment scheduled April 28, 2014. Mr. Rabdum entered a plea of No Contest on April 14, 2014. Judgment and Sentencing entered. Case concluded.

*13. *State of NM v. Sherrie Coronado M 32 MR 2014-00075* alleged dogs and cats running at large. Arraignment scheduled April 28, 2014. Ms. Coronado entered a plea of Guilty on April 28, 2014. Judgment and Sentencing entered. Case concluded.

Tort Claims Notices Received or Threatened

2014

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

Millerden, Kenneth and Anita – Tort Claim Notice received May 19, 2014 alleging negligence from staff at Lincoln County Medical Center during postpartum care for their infant son.

2013

Allen, Katherine Elizabeth- Notice of Tort Claim against Lincoln County Detention Center for alleged injuries sustained during transport.

Borrego, Albert - Tort Claim Notice received from attorney Gary Mitchell on June 14, 2013, alleging continued harassment to Albert G. Borrego by police while responding to a noise complaint at Mr. Borrego's residence on February 28, 2013, and a separate incident resulting in Mr. Borrego's arrest on March 5, 2013, due to an outstanding warrant, during which Mr. Borrego allegedly sustained injuries while in custody due to an existing broken back injury. Claim has been denied by NMAC.

Espinoza, Robert - Tort Claim Notice received from Robert Espinoza on June 4, 2013, alleging property damage from vehicle accident while Linda Mullins, driving the LC Senior Center meal delivery van ran off road hitting chain link fence, poles and railroad ties.

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

Montoya, Emilia L. - Tort Claim Notice received by attorney Freda Howard McSwane on April 23, 2013, alleging injuries sustained by Ms. Montoya when a physical altercation took place at the LCDC.

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

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

2012

Cathy and Steve Altstatt - Telephone conference with Cathy Altstatt on April 19, 2012, concerning their unbuildable and unsellable Deer Park Valley lot due to lot size, septic tank set back requirements, and an easement granted to Alto Lakes Water & Sanitation District for a water well.

Riordan, J.T. - Correspondence received from Theresa Riordan on March 28, 2012, concerning her son's treatment and detention conditions while being held in LCDC.

Sheridan, Michael - Tort Claim Notice received from Attorney, Jennifer Burrill on February 21, 2012, claiming the Lincoln County Sheriff's Department forced him to register as a sex offender when he did not meet the requirements.

Biggs, M. Jolene - Tort Claim Notice received from Attorney, Adam Rafkin on February 6, 2012, claiming liability by the County of Lincoln by failing to maintain the surface of the parking lot across from the Lincoln County Courthouse in Carrizozo, NM.

Action: Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Chair Powell recessed the Regular Meeting and convened the Closed Session at 11.08:48 PM.

Chair Powell recessed the Closed Session and reconvened the Regular Meeting at 12:04:50 PM.

Commissioner Doth attested that no action was taken during the closed session and items discussed were limited to those as stated in the motion for closure.

25. Possible Action relating to Greentree Solid Waste Authority Litigation

Motion: Direct the County Attorney and County Manager to purchase advertisement for the publication of a chronological sequence of events related to Greentree Solid Waste litigation, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Motion: Request permission from the Village of Ruidoso for Jeff Kaplan to coordinate and communicate expertise related to Solid Waste, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Doth.
Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).
Yes: Chair Powell, Commissioner Stone, Commissioner Doth, Commissioner Draper.

No: Commissioner Minter.

Chair Powell recessed the Regular Meeting at 12:06:50 PM and reconvened 1:02:25 PM.

Chair Powell recessed the Regular Meeting and convened the Public Hearing at 1:02:34 PM.

20. 1:00 P.M. Public Hearing to consider the following: Adoption of the Preliminary Budget, FY 2014-2015 by Resolution 2013-38

Ms. Taylor presented the FY 2014-2015 Preliminary Budget as revised following the May 2, 2014 Budget Meeting and Public Hearing.

Ms. Taylor stated, after incorporation of actions from the May 2nd meeting, the County's projected ending balance over required reserves was $279,301. Ms. Taylor noted $398,481 in full or partial requests were approved at the May 2nd meeting and provided a summary of the approved requests.

Ms. Taylor received a request from White Mountain Search and Rescue (WMSR) for funding in the amount of $1000 after the May 2nd meeting. Tony Davis, President of WMSR presented the request for $1000 to be used for basic operational costs and maintenance of two vehicles. Mr. Davis stated appreciation for the previous allocation of Title III funds but informed WMSR encountered difficulties in meeting the criteria for reimbursement.

Ms. Taylor presented a summary of internal request by departments including requests for capital outlay and employee additions or modifications which were approved at the May 2nd meeting. Ms. Taylor reminded the Commission elected to consider recommendations for salary adjustments including adjustments to employee Pay Steps and Grades; an across the board cost of living increase for all employees, and a potential salary increase for Elected Officials at mid-year. Ms. Taylor provided a detailed list of revenue transfers accommodating approved funding.

Ms. Taylor detailed the requests from Presbyterian (LCMC) for $521,810 in combined operating funds and capital outlay for the clinics in Capitan, Carrizozo and Corona. Ms. Taylor stated La Casa Buena Salud of Hondo requested $85,000 to assist with medical services. Ms. Taylor reminded these particular requests were funded from Mill Levy proceeds. Ms. Taylor estimated the revenue from the .6 apportioned for clinics to be $620,000 which was sufficient to fund the clinic requests.

Ms. Taylor presented a detailed breakdown of the LCMC budget requests which included requests for funding of Emergency Services, LCMC, and funding for the Safety Net Care Pool local match. Ms. Taylor discussed the State mandated 1/12th contribution due from Lincoln County for the Safety Net Care Pool and reminded of the additional $325,720 which the County paid to fund the State Medicaid program. Ms. Taylor reminded these funds were paid from Mill Levy proceeds but were not part of the more specific LCMC budget request. Ms. Taylor reminded of the uncertainty about the total amount of funding LCMC was projected to receive under the new Safety Net Care Pool distribution. Ms. Taylor noted the NM Department of Health and Human Services (HSD) projections indicated LCMC funding from the program may exceed federally matched funding under the Sole Community Provider program received in prior years. Ms. Taylor recommended no final decision on budgeted funding for LCMC until the amount of funding to be distributed through the Safety Net Care Poll was known.

Additional comments during Public Hearing were as follows:

Chair Powell requested a vote to fund South Central RC and D at the May 2nd meeting be reconsidered. Chair Powell explained the vote on this particular request was included in a vote of approval of multiple requests and to clarify the record Commissioner Doth wished to recuse himself from the vote on this particular request due to a potential conflict of interest.

Charlene "Punkin" Schlarb, Finance Director informed the Glencoe Fire Department voted to repay a loan to the County in the amount of $33,000 which would reduce budget transfers by $16,000.

Commissioner Minter questioned the lack of expenditure of the previously budgeted funding for USGS. Ms. Taylor informed the County had received an invoice which was pending payment.

Chair Powell questioned the increase in worker's compensation cost estimates. Ms. Schlarb explained the worker's compensation cost as being based on job descriptions and prior claims submitted. Ms. Schlarb stated NMAC continued to review various aspects of the costs to Counties with plans to present revised costs at a later date.

Ms. Taylor commented the request for operational cost support from LCMC was difficult to evaluate due to the lack of information regarding actual operational costs and suggested it would be beneficial having information from LCMC similar to that provided by La Casa. Chair Powell noted this was the first time LCMC had requested funding for operations. There was a general consensus to request overall budget detail from LCMC to evaluate the percentage of support requested as part of the overall operational budget. Ms. Taylor stated it would be helpful having the same information for each clinic separately from LCMC.

Chair Powell adjourned the Public Hearing and reconvened the Regular Meeting at 1:39:50 PM.

Motion: Motion to reconsider approval of funding request from South Central Mountain RC and D, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Commissioner Doth recused himself from the vote on South Central Mountain RC and D due to a potential conflict of interest.

Motion: Approve $40,000 for South Central Mountain RC and D, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper. **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Minter.
Vote: Motion passed (**summary:** Yes = 3, No = 1, Abstain = 1).
Yes: Chair Powell, Commissioner Minter, Commissioner Draper.
No: Commissioner Stone.
Abstain: Commissioner Doth.

Motion: Approve $1000 for White Mountain Search and Rescue from Title III funds for actual search and rescue operations, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Minter.

Commissioner Minter requested the requirements for reimbursement be clarified. Ms. Taylor stated uncertainty about requirements to obtain Title III funding but stated she would seek clarification on the guidelines.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).
Yes: Chair Powell, Commissioner Minter, Commissioner Doth, Commissioner Draper.
No: Commissioner Stone.

Motion: Approve $521,810 for the LCMC clinics and $85,000 for La Casa Bueno Salud, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Motion: Budget $1.1 million for requested operating funds and capital requests for LC Emergency Medical Services, LCMC, and the LCMC Community Assistance Program to be re-evaluated in July, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Ms. Taylor explained Departmental modifications were approved in concept at the May 2nd Budget Meeting but the actual funding costs were unknown at the time.

Motion: Approve $425,879 in funding for additional positions and employee salary modifications, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Ms. Taylor suggested adoption of the budget adjustment for repayment of the Glencoe Fire Department loan.

Motion: Approve prepayment by the Glencoe Fire department of a loan in the amount of $33,000, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Motion: Adopt Resolution 2013-38, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

SEE EXHIBIT E: Copy of Resolution 2013-38 is attached hereto in reference thereto made a part hereof.

Motion: Reconvene Executive Session, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

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

Chair Powell recessed the Regular Meeting and convened the Closed Session at 1:55:13 PM.

Chair Powell adjourned the Closed Session and reconvened the Regular Meeting at 2:09:51 PM.

Commissioner Doth attested that no action was taken during the closed session and items discussed were limited to those as stated in the motion for closure.

26. Signing of Official Documents

27. Next meetings:

June 6, 2014 Special Commission Meeting
June 10, 2014 Regular Commission Meeting

Chair Powell informed the Office of Emergency Services would conduct a demonstration of the SIMS table after the meeting was adjourned.

28. Adjourn

There being no further business to come before the Board of County Commissioners, Chair Powell adjourned the meeting at 2:11:15 PM.

Respectfully submitted by,

Rhonda B. Burrows
Lincoln County Clerk

COUNTY OF LINCOLN

New Mexico
Special Meeting
Board of County Commissioners

Jackie Powell, Chair
Preston Stone, Vice-Chair

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

Minutes
Friday, June 6, 2014

Minutes of the Special Meeting of the Lincoln County Commission held at 8:30 AM on June 6, 2014 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico.

1. Call to order

Chair Powell called the Special Meeting of the Board of County Commissioners to order at 9:14:59 AM.

2. Roll Call

Roll Call.
Present: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

Others present included Charlene Schlarb, Acting County Manager; Alan Morel, County Attorney; and Rhonda Burrows, County Clerk.

3. Invocation

The invocation was presented by Commissioner Stone.

4. Pledge of Allegiance

A. Pledge – U.S.A. Flag
B. Salute – N.M. Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary,
Action: Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.

Chair Powell recessed the Special Meeting and convened the County Canvassing Board at 9:16:30 AM.

6. Canvass of June 3, 2014 Primary Election Results

Rhonda Burrows, County Clerk introduced the staff of the office of the County Clerk including Tammie Maddox, Chief Deputy Clerk; Whitney Whittaker, Elections Clerk; Charlotte Emmons, Deputy Clerk; Diane Shoemaker, Deputy Clerk and Karen Mills, Deputy Clerk. Ms. Burrows thanked the staff for their work and assistance in the conduct of the 2014 Primary Election. Ms. Burrows also acknowledged Paul Baca, Rodney Zamora, and LeeRoy Zamora for their assistance as Vote Technicians. Ms. Burrows discussed the importance of poll workers for the successful conduct of an election and expressed appreciation for their service.

Ms. Burrows informed there were 11,474 voters registered as either Democrat or Republican who were eligible to cast a ballot in the 2014 Primary Election. Ms. Burrows stated of those there were 156 Absentee by Mail; 24 Absentee In Person; 752 Early in Person; and 1992 Election Day ballots cast for a total of 2,292 voters or 25.44% of those eligible to vote.

Ms. Burrows provided spreadsheets of the unofficial results as reported to the Secretary of State, the ballots issued report, and various voter statistics for review. Ms. Burrows also made available all tape results from tabulators and other related election returns for inspection.

Ms. Burrows requested the County Canvass Board certify the 2014 Primary Election for Lincoln County by their signature on the Certification of Canvass Results. Ms. Burrows also requested signature of the Certificates of Nomination for those County candidates whose name will appear on the 2014 General Election ballot.

Chair Powell recessed the County Canvassing Board and reconvened the Special Meeting at 9:9:37 AM.

Motion: Approve the Certification of Canvass Results for the 2014 Primary Election, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Chair Powell.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.

SEE EXHIBIT A: Copy of the 2014 Primary Certification of Canvass Results is attached hereto in reference thereto made a part hereof.

7. Next Regular Meeting

June 10, 2014

8. Signing of Official Documents

9. Adjournment

There being no further business to come before the Board of County Commissioners, Chair Powell adjourned the meeting at 9:38:40 PM.

Respectfully Submitted:

Rhonda Burrows
County Clerk

COUNTY OF LINCOLN

New Mexico
Regular Meeting
Board of County Commissioners

Jackie Powell, Chair
Preston Stone, Vice Chair

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

Minutes
Tuesday, June 10, 2014

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on June 10, 2014 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico.

1. Call to Order

Chair Powell called the Regular Meeting of the Board of County Commissioners to order at 8:31:03 AM.

2. Roll Call

Roll Call.
Present: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

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

3. Invocation

The invocation was presented by Commissioner Stone.

4. Pledge of Allegiance

a. Pledge – U.S.A. Flag
b. Salute – N.M. Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary,
Action: Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

6. Approval of Minutes

a. May 02, 2014 Special Commission Meeting
b. May 20, 2014 Regular Commission Meeting

Motion: Table consideration of the minutes until the next Regular Meeting, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

7. Approval of Consent Agenda

a. Payroll/Accounts Payable/Budget/ Expenditures
b. Treasurer's Financial Report for the Month ending April 30, 2014
c. Approval of Land and Water Well Agreement --Carrizozo Municipal Schools

Motion: Approval of Consent items as presented, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Chair Powell.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

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

8. Smokey Bear District Ranger Update

David Warnack, Smokey Bear District Ranger informed Stage 1 Fire Restrictions were effective in reducing the number of abandoned campfires and commented on the decreased numbers of people camping in the forest for this time of the year.

Ranger Warnack stated the project to thin burned trees along Bonito Road was complete. Ranger Warnack reminded Title II funding for the project was awarded for work on City of Alamogordo and US Forest Service property. Ranger Warnack stated $29,000 in funding was awarded for improving the Cedar Creek Trail system. Ranger Warnack stated this project was similar to the Grindstone Trail project which created 14 miles of new trails in the Grindstone area. Ranger Warnack reported Larry Cordova, Wildlife Biologist hosted 189 children for National Fishing Day in partnership with NM Game and Fish and Ruidoso Parks and Recreation.

Commissioner Stone questioned if the District received complaints from landowners about Seven Cabins Road passing through private land. Ranger Warnack stated the road crossed 800 feet of private land and the current landowner proposed donating an easement to the USFS with a slightly different route. Ranger Warnack stated an Environmental Assessment Study was in process to evaluate construction of the new route.

9. Lincoln County Detention Center Update

Arthur Anderson, Warden provided statistics on monthly bookings and releases at the Lincoln County Detention Center and stated the current total average daily population as 142. Warden Anderson stated the current population of the Detention Center was 136 including 9 BIA prisoners and no US Marshal prisoners. Warden Anderson also noted the current population was composed of 29 female and 107 male prisoners.

10. "Source Water Protection for Lincoln County" – Dennis McQuillan, NMED

Dennis McQuillan of the NM Environmental Department provided a presentation on Source Water Protection describing benefits and options for protecting the quality and sustainability of drinking water sources. Mr. McQuillan stated Congress amended the Safe Water Drinking Act in 1996 to encourage public water systems to partner with states to protect sources of drinking water.

Mr. McQuillan discussed the need to protect quality and sustainability of water sources on a watershed or basin scale through regional planning. Mr. McQuillan provided an overview of past public health issues related to drinking water and current problems such as fecal contamination from private wells. Mr. McQuillan stated the goals of the Source Water Protection program included: protecting water sources from contamination; disinfecting water collected from the source; providing treated water for distribution; and eliminating waterborne illness.

Mr. McQuillan stated there were 72 public water systems within Lincoln County potentially subject to hazards such as drought, natural contamination, flooding and debris flows from burn scars, and intrusion or vandalism. Mr. McQuillan discussed the effects on watersheds of drought and groundwater depletion due to sustained groundwater pumping. Mr. McQuillan further discussed post wildfire flooding associated with burn areas.

A lengthy discussion ensued regarding current concerns in Lincoln County including the need to assist small unincorporated communities and the impact of current watershed impairment.

Mr. McQuillan suggested creation of a source water protection team with stakeholders to develop a regional plan. Commissioner Minter reminded of failed efforts eight years ago to develop a regional plan and questioned if the Environmental Department might serve as a facilitator. Mr. McQuillan discussed the need for consensus, agreeing to disagree on some issues, while examining the science and looking for "common ground". Mr. McQuillan stated the Environment Department could facilitate efforts developing a regional plan but could not take a position on particular disputes.

Chair Powell questioned if Alto Lake was currently usable as a municipal water supply. Mr. McQuillan stated water in Alto Lake was tested and approved for use.

Commissioner Stone challenged the Environmental Department to begin advocating for the State of New Mexico issues at the federal level. Mr. McQuillan stated he would discuss the request with the Department Secretary.

Patsy Sanchez, former County Planning Director, expressed the need to change the State defined "claims of exemption" from subdivision regulations which allowed development to occur without a water study or any restrictions.

5. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS

Rhonda Burrows, County Clerk reminded June 6th was the anniversary of the invasion of Normandy also known as D-Day. Ms. Burrows introduced Claude Hobbs a resident of Lincoln County who served in World War II and participated in the D-Day landing. The Board of County Commissioners and those present expressed appreciation for Mr. Hobbs' service to his country.

Chair Powell recessed the Regular Meeting at 9:49:09 AM and reconvened at 10:03:08 AM.

11. Nogal Canyon Road: Landowners Request to Make Lower Portion of Nogal Canyon Road Private

Tom Odell, resident of Nogal Canyon informed his wife and her family, residents of the Nogal Canyon area since 1942, developed a road which was later expanded for access to other private property in the area. Mr. Odell stated residents now share this road with people seeking access to US Forest Service land in the upper part of the canyon.

Mr. Odell discussed current problems related to increased traffic on the road including safe passing, high speed traffic, and dust. Mr. Odell opined there were no purchased easements, no prescriptive easements, and no court decisions regarding the road itself. Mr. Odell stated bringing the road up to county standards was cost prohibitive and discussed efforts to meet with County representatives considering an alternate route and encouraging the USFS to use public property for access rather than private property. Mr. Odell stated access to USFS property was available from the Bonito Lake area and suggested a potential access from the Nogal side developed through Bureau of Land Management property. Mr. Odell stated liability for accidents was the biggest issue related to "ownership" of the road, placing liability on the property owner for any accidents occurring on the road. Mr. Odell requested support from the County for the USFS to create an alternate route to federal land and for the County to cease maintenance on the road.

Attorney Morel stated roads were either public or private with public roads often being created by prescriptive easement or "implied dedication". Mr. Morel stated potentially 50 to 90% of County roads were of this type. Mr. Morel stated Nogal Canyon Road provided access to approximately 26 residents and 50 different properties including a County approved subdivision platted in 1970. Mr. Morel stated the road also provided access to numerous mining claims. Mr. Morel expressed belief by virtue of the facts the road was a public road and discussed the potential effects of abandoning or closing this road as a restriction of other individual's rights. Mr. Morel cited several relevant cases which were litigated within the State of New Mexico including one directly related to access to public lands.

There was general consensus for Attorney Morel to prepare a response to Mr. and Mrs. Odell's attorney.

Ranger David Warnack of the Smokey Bear District stated the suggested alternate route would also require access through private land with no current easement and would necessitate Environmental Assessments and significant engineering.

12. Consideration / Approval of Lincoln County Emergency Operations Plan

Ms. Taylor informed the County approved the Lincoln County Disaster Recovery Plan and the Operating Plan for Flood Management in August of 2012 and subsequently adopted the Lincoln County Mitigation Plan by Resolution 2012-13. Ms. Taylor stated the Lincoln County Emergency Operations Plan was originally completed in 2008 then updated in 2011 and 2012. Ms. Taylor stated the Emergency Operations Plan had not been formally adopted as required to obtain NM Department of Homeland Security and Emergency Management funding.

Commissioner Draper suggested upgrading the "potential for drought" from low to high. Attorney Morel stated substantively the document was correct but suggested several technical updates

such as the addition of page numbers and requested the latitude to make the changes. Attorney Morel also suggested the document be placed on the agenda for annual review.

Motion: Adopt the Lincoln County Emergency Operations plan incorporating technical changes recommended by the Attorney, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

13. Consideration / Approval of Lincoln County Fire Services Bylaws

Ms. Taylor stated the bylaws were developed to standardize the collective County Volunteer Fire Department's rules and regulations which were currently inconsistent. Ms. Taylor stated the bylaws addressed personnel matters and established consistent employment policies.

Motion: Adopt the Lincoln County Fire Services Bylaws, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Commissioner Doth.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

14. Consideration / Approval of Lincoln County Fire Services Standard Operating Guidelines

Ms. Taylor stated the Standard Operation Guidelines (SOG) were developed to standardize the manner in which County Volunteer Fire Departments respond to and mitigate emergencies. Ms. Taylor stated the guidelines focused on safety while standardizing practices throughout departments. Ms. Taylor noted the guidelines were not rules allowing flexibility for response to different emergencies.

Motion: Adopt the Standard Operating Guidelines, **Action:** Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

16. Consideration of Approval or Disapproval of Indigent Health Care Claims

Scott Annala, IHC Administrator presented the Sole Community Provider/Lincoln County Medical Center/Safety Net Care Provider Pool claims for approval. Mr. Annala processed 31 claims with 27 recommended for approval and 4 recommended for disapproval for a total authorization of $41,642 and a year-end total authorization of $1,034,535 for a monthly average of $86,211. Mr. Annala noted the average was significantly lower than last fiscal year's average of $114,324.

Mr. Annala presented the Indigent Health Care Payments request for the month and stated he processed 25 claims with 19 recommended for approval and 6 recommended for disapproval. Mr. Annala stated the total of claims recommended for payment this month was $5,502.94. Mr. Annala noted the average monthly indigent claims for this fiscal year was $17,102.32 with a total year-end expenditure of $205,227.83. Mr. Annala reminded the FY 2013-2014 budget for Indigent

claims was $393,278 and remaining funds for Indigent Health Care would roll over to the next fiscal year.

Motion: Approval and denial of the claims as indicated for Sole Community Provider and Indigent Health Care Program payments as recommended, **Action:** Approve, **Moved by** Commissioner Doth, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote **(summary:** Yes = 5).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Doth, Commissioner Draper.

Chair Powell questioned the status of the required payment of an amount equivalent to a 1/12th GRT to the State. Mr. Annala informed the County's first payment was due in September. Mr. Annala stated the NMAC Health care Affiliate planned to meet with Brent Ernest, of HSD regarding the roll out of the Safety Net Care Pool and he would provide additional information after that meeting. Mr. Annala informed he would also present proposals redefining the limits for providers under the Indigent Health Care Resolution in the near future.

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

17. Manager's Report

1. **Monsoon Awareness Week.** Governor Martinez proclaimed June 8th through June 13th, 2014 as Monsoon Awareness week. The National Weather Service ("NWS") and New Mexico Department of Homeland Security and Emergency Management ("NMDHS&EM") hosted a series of informational projects to promote awareness.

2. **Lincoln County Economic Development Discussions.** The Manager reported Dr. Jim Miller and Greg Corey of Ruidoso planned to meet with Hubert Quintana of SNMEDD to "begin the process of developing an Economic Development Plan for Lincoln County". The Manager stated Mr. Quintana agreed it was appropriate to have County representation at the meeting and stated she planned to attend along with Commissioner Draper. The Manager provided Mr. Quintana Lincoln County's Economic Development Ordinance 2009-02 for reference.

   Chair Powell stated "water issues" were key to ongoing economic development. Commissioner Stone stated watershed restoration was listed as a significant economic force at the recent Water Planning Town Hall Meeting. Commissioner Doth expressed belief "well intentioned" ideas did not generate economic development but only increased business activity resulted in economic development. Commissioner Doth reminded South Central RC and D addressed economic development as part of their charter. Commissioner Draper commented on the broad representation of membership on the SNMEDD board and suggested a local economic development board would benefit from this type of varied representation. Commissioner Draper pledged transparency and full reporting of activities as a member of the proposed Board. Commissioner Minter commented on the previously adopted Ordinance and stated opposition to any plan to transfer funds from taxpayers or give money to any private entity. Ms. Taylor informed Hubert Quintana was obligated by his position to work to develop an economic development plan for Lincoln County.

3. **Building / Maintenance Projects**

1. *Carrizozo Senior Center.* The Manager stated a planning meeting with Architect Howard Kaplan of Wilson and Co., Dora Batista of SNMEDD and staff of the Lincoln County Zia Senior Center was scheduled for June 16, 2014 to discuss issuing the construction RFP.
2. *Ruidoso Health Center.* The Manager reported the Ruidoso Health Center continued to be plagued with HVAC System problems. The Manager discussed system constraints which have led to gas bills which are substantially higher than those of the adjacent County Sub-station. The Manager received an engineer's analysis of steps required to fix the existing system and subsequently sought proposals to determine cost to replace the unit.
3. *Courthouse Expansion Project is on time and on budget.* County and Court personnel are jointly working with contractor to ensure all needs are met. Recent key activities include sheet rocking and pre-stucco work and next key steps include taping and texturing, applying stucco and setting exterior doors.
4. *Ft. Stanton Fire Station* construction is near completion with the Fire Chief working on equipping and furnishing. The Manager stated a grand opening was being planned during summer months.
5. *Physician's Office Building.* Gordon Berch, Vice President of Jaynes Corporation informed the company planned to submit the Physician's Office Building (POB) for an *Engineering News* "Best Project Award". Mr. Berch requested a letter of support from the County from the owner's perspective.

There was a general consensus for the Manager to provide a letter of support for Jaynes Corporation's submission of the POB for "Best Project Award".

4. **Wattles.** In response to an inquiry regarding a weed-free certification for our wattle material, NMSU's weed certification department visited the County on June 3, 2014 to test the mulch material used for wattles for noxious weeds. After a site tour and discussion regarding the County's intent to distribute the wattles, Mike Ronquillo expressed belief the material would pass inspection and estimated the County would receive a weed-free certification in about a week. Mr. Ronquillo sent two samples to the USDA for testing, and also committed to conducting tests himself at NMSU. The County should receive a weed free certificate and a shipping certification which would enable distribution of the wattles to any contractor, local, state or federal government agency in or out of New Mexico. The certification is good for one year.

5. **SunZia Transmission Line.** The Manager reported a compromise on the placement of the line was agreed to by SunZia, the Bureau of Land Management and the Department of Defense. The compromise included plans to bury five miles of transmission line rather than to move the route further north. John Ryan of SunZia confirmed Lincoln County landowners would benefit from the transmission line to the same extent as they would under the original plan. The Manager anticipated a presentation from Mr. Ryan in the near future.

6. **Upcoming Events.**
   a) June 10th – Forest Health Speaker Series: "Flood Mitigation and Watershed Health with speakers John Hartung, NRCS and Dr. Brent Racher, President of NM Forest Industries Association at ENMU-Ruidoso
   b) June 11th - Planning Commission Meeting
   c) June 11th - Mtg. with Hubert Quintana – Lincoln County Economic Development
   d) June 11th - Primary Election

e) June 16th - Architect Mtg. for Carrizozo Sr. Center
f) June 17th-June 19th: NMAC Annual Conference – Deming
g) June ?? - Special Commission Meeting prior to July 4th
h) June 26th - GSWA monthly meeting

Chair Powell discussed the need to approve a Resolution restricting the use of fireworks and suggested this be done as soon as possible. There was a general consensus to set a Special Meeting for June 16, 2014 at 9:00 AM.

7. **Departmental Updates**:

Rick Merrick, Rural Forrester with South Central RC and D informed public education about defensible space and fire wise safety initiated through a NMAC Outreach grant was near completion. Mr. Merrick provided updates on work with the Village of Ruidoso to accomplish thinning and discussed the Bonito Lake project to reduce the risk of dead tress falling on the road. Commissioner Stone questioned if South Central RC and D had requested funding from Otero County. Mr. Merrick confirmed a request for funding was submitted to Otero County and the Otero County Commission had budgeted some funding but noted the budget had not received final approval.

2. **Roads** – Carl Palmer, Road Superintendent informed the Road Department had acquired a new "visible" message board to be utilized for public notices. Mr. Palmer stated the sign could be placed where needed as long as it was in compliance with State Highway right-of-way regulations. Mr. Palmer anticipated work would begin soon on the County's CAP/Coop road projects to complete ongoing work within certain subdivisions. Mr. Palmer reported the work on Cedar Creek Road was 50% complete with plans to finish the road in the next fiscal year.
1. **Finance** – Charlene "Punkin" Schlarb, Finance Director stated staff were working to close out financial transactions for the current fiscal year. Ms. Schlarb further reported the County received a schedule of activities from the audit firm engaged to perform the 2013-2014 audit with an initial meeting set for September 28, 2014.
3. **Planning** – Curt Temple, Planning Director commented on the ongoing Joint Land Use Study committee and the proposed resolution for the SunZia transmission line. Mr. Temple explained the need for the County to update and adopt new flood plain maps in the upcoming months. Mr. Temple reminded property owners, even those not in an identified flood zone could still obtain flood insurance at the lower rates.
4. **EOC-** Joe Kenmore, Director discussed the use of Code Red twice over the past weekend to alert residents to severe thunderstorms and tornado activity. Mr. Kenmore informed he and Spencer Baldwin visited the site of a tornado touchdown on the North side of the Capitan Mountains where two residences were totally destroyed and others sustained hail and wind damage.

Chair Powell recessed the Regular Meeting at 12:02:00 PM and reconvened at 1:03:36 PM.

Commissioner Doth was absent from the meeting.

Chair Powell recessed the Regular Meeting and convened the Public Hearing at 1:03:40 PM.

21. 1:00 P.M. Public Hearing to consider amending Ordinance 2011-01 an ordinance prohibiting contraband and making it illegal to possess, smoke or use tobacco products or any other weed or plant within the confines of the Lincoln County Detention Center with Ordinance 2014-04.

Attorney Morel explained the only change proposed to the Ordinance was to clarify language making it illegal to possess any contraband not only within the main building but extended the prohibition to encompass all areas "within the boundaries" of the Detention Center. Attorney Morel stated the change was necessary to encompass the outer fence and other areas where contraband might be passed to prisoners.

Commissioner Draper questioned whether the new "boundary" would extend to transport vehicles. Attorney Morel stated the changes would extend the prohibition to vehicles on detention center property.

Patrice Brazie, of the Lincoln County News and resident of Nogal, commented on the inclusion of nicotine products defined as contraband and questioned if assistance was available to detainees for nicotine withdrawal. Attorney Morel stated he was unaware of the specific types of assistance available to detainees but noted smoking was always prohibited for detainees.

Chair Powell adjourned the Public Hearing and reconvened the Regular Meeting at 1:08:06 PM.

Motion: Adopt Ordinance 2014-14, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth

SEE EXHIBIT C: Copy of Ordinance 2014-14 is attached hereto in reference thereto made a part hereof.

18. Water Issues/Forest/Wildlife Health Programs/Land & Natural Resources

1. **Water Rights Notice**: There were no new water right notices posted to the State Engineer's website.

   Ms. Taylor provided an update on the Applications for transfer of water rights from the Hondo Valley to the Village of Ruidoso. Ms. Taylor reminded 300 protests were submitted to the State Engineer, including one by the County. Ms. Taylor stated the State Engineer's Office in Roswell informed her that authority over the water rights in question was transferred to the Administrative/Litigation Department of the State Engineer's Office in Santa Fe. Ms. Taylor stated the Applications were under review for completeness, after which a Notice of Hearing would be sent to those who lodged a protest along with an assessment fee of $25 per protest. Ms. Taylor stated the State Engineer's Office in Roswell reminded the Applications were filed under the "Leasing Act" and therefore the applicant could be authorized to begin utilizing the water rights pending a formal hearing. Ms. Taylor stated the Village of Ruidoso was authorized by the State Engineer to begin utilizing the water rights with some restrictions including the requirement to purchase an equal amount of water rights within the next three years. Ms. Taylor requested a complete list of restrictions through an Inspection of Public Records Request.

2. **Town Hall on Water Planning, Development and Use**: Ms. Taylor provided a copy of the final report from the New Mexico First's sponsored town hall workshop which was attended by Chair Powell, Commissioner Stone, Commissioner Minter, and Ms. Taylor. Ms. Taylor stated the report addressed the need for a balanced water policy, planning for future shortages, expanding water storage and reuse; legal issues, protection of environmental resources, and the need to explore new water sources. Ms. Taylor stated New Mexico First was soliciting participants to work on the Implementation Team.

3. **USGS Study: Hydrologic Characterization of the Upper Hondo Basin, Lincoln County, New Mexico:** Ms. Taylor reported this was the final year for the USGS to conduct a comprehensive study of the water resources of the Upper Hondo River Basin to improve knowledge of hydrologic characteristics and address concerns of stakeholders in the Basin's water resources. Ms. Taylor provided copies of the September – December 2013 and the January – March 2014 reports. Ms. Taylor stated Lauren Sherson of the USGS would provide an overview of the study and answer questions at the July Regular Meeting.

19. Greentree Solid Waste Authority (GSWA) Matters:

a. Consideration / Potential Action on First Amendment to JPA for the Financing and Establishment of the Otero County/Lincoln County Regional Landfill;

Ms. Taylor discussed the County's prior approval of the First Amendment to the JPA at the request of GSWA to provide for a rebate of excess revenues related to the Otero/Lincoln County Regional Landfill with a caveat any funds received would be utilized for repayment of NMFA debt. Ms. Taylor informed neither the Village of Ruidoso nor the City of Ruidoso Downs approved the First Amendment and GSWA instead elected to obtain and distribute the refund of excess funds consistent with language of the initial 1991 JPA. Ms. Taylor confirmed with Debra Ingle, Operations Supervisor of GSWA that the refund was not used to pay NMFA debt but rather to pay insurance and other payables. Ms. Taylor provided a history of the more current 1998 JPA, the language of which required per Section 6-4 that "All profits realized from the landfill operation and paid to LCSA shall be divided equally among the Village of Ruidoso and the remaining members".

Based on in the information provided, Ms. Taylor suggested the Board of Commissioners consider rescinding their prior approval of the First Amendment to the JPA and initiate a process to have rebate funds distributed properly to the Village of Ruidoso and equally among the remaining members as per the 1998 JPA.

Motion: Rescind the May 2, 2014 approval of the First Amendment to the JPA for GSWA,
Action: Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Stone.
Vote: Motion passed (**summary:** Yes = 3, No = 1, Abstain = 0).
Yes: Chair Powell, Commissioner Stone, Commissioner Draper.
No: Commissioner Minter.
Absent: Commissioner Doth.

There was a general consensus to have the County Attorney seek the appropriate distribution of the rebate funds as defined by the 1998 JPA.

b. Greentree Solid Waste Authority request to file fifteen (15) liens for non-payment of invoices for services rendered

Attorney Morel reviewed the fifteen liens presented to the Lincoln County Clerk for signature and recording. Attorney Morel noted the recently prepared liens referenced LC Ordinance 2000-05 which had been amended three separate times to the current Ordinance 2008-07. Attorney Morel pointed out liens filed with prior dates referenced the correct Ordinance and expressed confusion as to why the current liens referenced the older Ordinance. Attorney Morel expressed concern about apparent billing discrepancies such as the indiscriminate application of late fees and the billing of services at an "improper" rate which included the unapproved rate increase. Attorney Morel informed actions to file a lien were considered "slander of title" and pointed out liability issues if the liens were incorrect. Attorney Morel provided copy of a legal memorandum he prepared to identify the discrepancies discussed.

Motion: Deny the request from GSWA to sign and record the 15 liens described until such time as they have been corrected to rectify the deficiencies identified by legal memorandum, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

SEE EXHIBIT D: Copies of the Legal Memorandum considering GSWA's request to file liens is are attached hereto in reference thereto made a part hereof.

20. Alarm Permit Violations:

Attorney Morel stated the following individuals refused to comply with Ordinance 2011-14 including the requirement to register alarms and in some instances also a failure to pay a false alarm penalty:

a. Sergio and Nora Gutierrez
b. Jessica Quintana
c. Angel and Mary Salazar
d. Charles Welch
e. Craig Wilguess

Attorney Morel requested authorization to place liens on the properties of those listed.

Motion: Authorize the placement of liens on the properties of: Sergio and Nora Gutierrez; Jessica Quintana; Angel and Mary Salazar; Charles Welch; and Craig Wilguess, **Action:** Approve, **Moved by** Commissioner Stone, **Seconded by** Chair Powell
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

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

a. Final Budget FY 2014-2015 for July Regular Commission Meeting

Motion: Schedule a Public Hearing to consider the FY 2014-2015 Final Budget for the July Regular Meeting, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

23. Consideration of Appointments and Removals from Boards/ Commissioners/ Committees:

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

No action was taken.

b. Lodger's Tax Committee

Motion: Reappoint David Vigil to the Lodger's Tax Committee, **Action:** Approve, **Moved by** Chair Powell, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

c. Road Review Advisory Committee

No action was taken.

24. Consideration/Approval of Department of Finance and Administration Local Government Division FY 15 Enhanced 911 Act Grant Program Agreement Project No. 15-E-26

Ms. Taylor stated the Department of Finance and Administration (DFA) requested approval of the Fiscal Year 2015 E-911 Grant Agreement so the DFA Local Government Division could begin paying invoices on the County's Behalf for Fiscal Year 2015 expenses.

Motion: Approve the E-911 Agreement Project No. 15-E-26 with DFA, **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by** Commissioner Minter.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

25. 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).

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

New or Updated Matters since last report *

*1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County, et al.* D-1329-CV-200701364. Suit filed: October 15, 2007. Verified Complaint for Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18, 2013, and Conclusion of Law/Order was filed May 15, 2014 entered in favor of Ms. Cooper.

2. *Michael Wheaton v Paul F. Baca, Lincoln County Assessor, et. al. D-1226-CV-2011-00341.* Suit filed October 18, 2011. Notice of Appeal of Final Order of the Lincoln County Valuation Protests Board. Attorney has agreed to stay the case pending the decision from the Court of Appeals.

3. *Coble Constructors, LLC, et al v Carl Kelley Construction Ltd. Co, et al. D-1226-CV-2012-00003.* Suit filed January 15, 2012. Complaint to Foreclose Mechanic's Lien. Order granting motion for resetting 4/17/13. Motion for Summary Judgment filed Jan. 29, 2014, Hearing scheduled April 24, 2014 produced an Order Granting Motion for Extension of Time which was filed May 6, 2014.

*4. *Greentree Solid Waste Authority v. Lincoln County D-1226-CV-2014-00095.* Suit filed May 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction, Motion to Waive Time to Reassign District Judge (Judge Karen Parsons was disqualified). County was served May 14, 2014. Mr. Melendres has filed Answer, Motion to Disqualify Mr. Beauvais and Change of Venue. Hearing was scheduled June 4, 2014 and Mr. Beauvais has filed an Order of Continuance.

*5. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction. Mr. Beauvais filed an appeal Feb. 27, 2014. Mr. Beauvais filed a Reply to Motion to Review Stay and Supersedeas Bond on April 16, 2014. Mr. Melendres filed Lincoln County's Answer to Oral Motion to Reconsider May 14, 2014.

6. *Rio Grande-Alameda, Ltd. v Paul Baca, Lincoln County Assessor D-1226-CV-2013-00005.* Suit filed January 9, 2013. Complaint for Refund of Taxes Paid. Defendant's first motion to dismiss or Summary Judgment filed August 29, 2013, with Plaintiff's response filed Oct. 4, 2013. Defendant's Reply to Motion to Dismiss or for Summary Judgment filed Oct. 21, 2013. Hearing was Jan. 6, 2014, and produced an Order of Dismissal, with a Motion to Reconsider filed Jan. 8, 2014. Hearing on the Merits scheduled for May 12, 2014 in Carrizozo with Judge Parsons. The case has been held over.

7. *Barbara Diane Latham, et al v. Neal Cox, Ben Hazen, Lincoln County Sheriff's Department and the County of Lincoln. D-1226-CV-2013-00191.* Suit filed July 19, 2013. Complaint for Violation of Civil Rights, Wrongful Death and Damages by Attorney Gary Mitchell. LCSO and LC Manager were served on August 5, 2013. Tort Claim Notice was filed on October 27, 2011. Advised NMAC has assigned the case to Brennan and Sullivan Law Firm 9/5/13. Case has been moved to Federal Court August 30, 2013. Order Settlement Conference scheduled for July 22, 2014.

8. *State of NM/Lincoln County v. Avalon-Construction, Ruidoso, NM D-1226-CV 2014-00006* Filed Jan. 6, 2014 Open complaint for Refund of Taxes paid. Case assigned to Basham &Basham/Dwyer. Peter Dwyer is lead attorney.

*9. *State of NM v. Irene Howcroft – M-30-MR-2013-00190* Alleged animal nuisance and violation of Lincoln County Ordinance No. 2008-08. Non Jury Trial was scheduled for June 3, 2014.

Tort Claims Notices Received or Threatened

<u>2014</u>

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

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

2013

Allen, Katherine Elizabeth- Notice of Tort Claim against Lincoln County Detention Center for alleged injuries sustained during transport.

Borrego, Albert - Tort Claim Notice received from attorney Gary Mitchell on June 14, 2013, alleging continued harassment to Albert G. Borrego by police while responding to a noise complaint at Mr. Borrego's residence on February 28, 2013, and a separate incident resulting in Mr. Borrego's arrest on March 5, 2013, due to an outstanding warrant, during which Mr. Borrego allegedly sustained injuries while in custody due to an existing broken back injury. Claim has been denied by NMAC.

Espinoza, Robert - Tort Claim Notice received from Robert Espinoza on June 4, 2013, alleging property damage from vehicle accident while Linda Mullins, driving the LC Senior Center meal delivery van ran off road hitting chain link fence, poles and railroad ties.

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

Montoya, Emilia L. - Tort Claim Notice received by attorney Freda Howard McSwane on April 23, 2013, alleging injuries sustained by Ms. Montoya when a physical altercation took place at the LCDC.

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

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

2012

Cathy and Steve Altstatt - Telephone conference with Cathy Altstatt on April 19, 2012, concerning their unbuildable and unsellable Deer Park Valley lot due to lot size, septic tank set back requirements, and an easement granted to Alto Lakes Water & Sanitation District for a water well.

Riordan, J.T. - Correspondence received from Theresa Riordan on March 28, 2012, concerning her son's treatment and detention conditions while being held in LCDC.

Sheridan, Michael -Tort Claim Notice received from Attorney, Jennifer Burrill on February 21, 2012, claiming the Lincoln County Sheriff's Department forced him to register as a sex offender when he did not meet the requirements.

Biggs, M. Jolene - Tort Claim Notice received from Attorney, Adam Rafkin on February 6, 2012, claiming liability by the County of Lincoln by failing to maintain the surface of the parking lot across from the Lincoln County Courthouse in Carrizozo, NM.

Action: Approve, **Moved by** Commissioner Stone, **Seconded by** Chair Powell.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth

Chair Powell recessed the Regular Meeting and convened the Closed Session at 1:34:27 PM.

Chair Powell adjourned the Closed Session and reconvened the Regular Meeting at 2:38:31 PM.

Commissioner Stone attested that no action was taken during the closed session and items discussed were limited to those as stated in the motion for closure.

17. Manager's report - continued

Hubert Quintana of the Southeastern New Mexico Economic Development District (SNMEDD) explained SNMEDD was tasked along with other COGs statewide to develop an economic development plan for the whole district as a part of a state wide economic development plan. Mr. Quintana stated the intent was for the Economic Development Districts to also develop a template to provide consistency in plans across the State.

Mr. Quintana stated SNMEDD worked with a number of agencies including New Mexico State University, the Municipal League and the New Mexico Association of Counties to identify five key areas for economic development within New Mexico including: Infrastructure; Innovation and Sustainability; Business Climate and Competitiveness; Education and Talent Supply, and Quality of Life. Mr. Quintana stated these five areas would be the basis for discussion for any public meetings. Mr. Quintana stated the upcoming meeting with Dr. Jim Miller and Greg Corey was to consider and identify targeted groups to be included in public hearings and discussions. Mr. Quintana stated once his agency received information from all five of the counties represented by SNMEDD a draft for the District would be prepared by doctorate students at NMSU. Mr. Quintana stated the resulting plan or five year strategy would also support future grant applications.

Chair Powell stated requests for water transfers were currently the biggest impediment to economic development. Mr. Quintana expressed understanding about water issues and particularly the water issues in the Hondo Valley. Commissioner Stone suggested a complete Economic Development committee would include representation from each municipality or entity within the County. Mr. Quintana discussed the process in Chaves County to include municipalities, industry specialists, service providers and others.

26. Signing of Official Documents

27. Next meetings:

a. June 16, 2014 Special Meeting
b. July 15, 2014 Regular Meeting

28. Adjourn

There being no further business to come before the Board of County Commissioners, Chair Powell adjourned the meeting at 3:20:00 PM.

Respectfully submitted by,
Rhonda B. Burrows
Lincoln County Clerk

COUNTY OF LINCOLN

New Mexico
Special Meeting
Board of County Commissioners

Jackie Powell, Chair
Preston Stone, Vice-Chair
Kathryn L. Minter, Member
Mark Doth, Member
Dallas Draper, Member

Minutes
Monday, June 16, 2014

Minutes of the Special Meeting of the Lincoln County Commission held at 9:00 AM on June 6, 2014 in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico.

1. Call to order

Chair Powell called the Special Meeting of the Board of County Commissioners to order at 9:06:17 AM.

2. Roll Call

Roll Call.
Present: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.
Absent: Commissioner Doth.

Commissioner Stone and Commissioner Draper joined the meeting telephonically.

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

3. Invocation

The invocation was presented by Commissioner Minter.

4. Pledge of Allegiance

A. Pledge – U.S.A. Flag
B. Salute – N.M. Flag

5. Approval of Agenda

Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary.
Action: Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.

6. Approval of Consent Agenda

a. Treasurer's Financial Report for the month ending May 31, 2014

Motion: Approval of Consent items as presented, **Action:** Approve, **Moved by** Commissioner Draper, **Seconded by** Chair Powell.

Commissioner Minter requested a report from the Treasurer's Office on the current financial status of the County. Glenna Robbins, Treasurer stated cash reserves had declined but stated revenues were expected to increase with the receipt of the PILT payment. Ms. Robbins observed the decline in cash available was related to the current building project and was also a normal or "historic" trend.

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

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

7. Renew Fire Restrictions – Resolution 2013-41

Ms. Taylor explained the County adopted fire restrictions on May 20, 2013 by Resolution 2013-40. Ms. Taylor reminded NM State Statute 60-2C-8.1 required restrictions be based on relevant indices and reviewed every 30 days. Ms. Taylor stated based upon "extreme" fire danger in the County, Resolution 2013-41 would extend the restrictions and also included restrictions on the sale, possession, or discharge of fireworks based on LC Ordinance 2003-06.

Motion: Adopt Resolution 2013-41, **Action:** Approve, **Moved by** Commissioner Minter, **Seconded by** Commissioner Draper.
Vote: Motion carried by unanimous vote (**summary:** Yes = 4).
Yes: Chair Powell, Commissioner Minter, Commissioner Stone, Commissioner Draper.

SEE EXHIBIT B: Copy of Resolution 2013-41 is attached hereto in reference thereto made a part hereof.

8. Signing of Official Documents

9. Next Regular Meeting

Tuesday - July 15, 2014

10. Adjournment

There being no further business to come before the Board of County Commissioners, Chair Powell adjourned the meeting at 9:12:11 AM.

Respectfully Submitted:

Rhonda Burrows
County Clerk

Agenda Item No. 7

SUBJECT

Approval of Consent Agenda:

a. Payroll/Accounts Payable/Budget/ Expenditures

b. Treasurer's Financial Report for the Month ending June 30, 2014

c. Annual Renewal DWI Activities Cost with Village of Ruidoso

d. Alpine Village Sanitation District Mill Levy Tax Rate Approval

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ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from June 1 through June 30, 2014 in the amount of $ 2,595,587.18

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 15th day of July, 2014.

BOARD OF COMMISSIONERS
LINCOLN COUNTY, NEW MEXICO

Jackie M Powell, Chairwoman

Preston Stone , Vice-Chair

Kathryn Minter, Member

Dallas Draper, Member

Mark Doth, Member

ATTEST:

Rhonda B Burrows, County Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN COUNTY SHERIFFS OFFICE FOR DWI ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS

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

WHEREAS, the County of Lincoln ("LC") is the administrative authority for the Lincoln County Sheriffs Office ("LCSO").

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

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

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

THEREFORE, the parties enter into this MOU for the term of July 1, 2014 through May 31, 2015 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. LCSO acknowledges and agrees that the reimbursement provided for in this agreement is limited to salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The LCSO shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. This overtime cost reimbursement will be paid in an amount not to exceed three thousand dollars ($3,000.00) for the period of time between July 1, 2014 and May 31, 2015.

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

a. The enforcement activity completed.

b. The names of the officers involved and their hourly wage.

c. The number of hours worked.

d. The total amount requested.

e. A breakdown of the total enforcement actions taken.

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

6. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse LC SO for work accruing before the effective date of termination.

7. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Lincoln County Sheriff's Department:

Robert Shepperd
PO BOX 278
Carrizozo, NM 88301

Village:

Debi Lee, Village Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

8. LC shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the LCSO under this MOU.

9. By entering into this Agreement, the Parties and their "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort

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

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

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

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

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

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

BY _____ Date: 6/24/14

Tom Battin, Mayor
Village of Ruidoso

VILLAGE OF RUIDOSO SEAL NEW MEXICO

ATTEST:

BY: _____ Date: 6/24/14

Irma Devine, Clerk
Village of Ruidoso

BY: _____ Date: 6/24/14

William Hanson
Lincoln County DWI Coordinator

BY: _____ Date: _____

County Commission Chairperson
Lincoln County, New Mexico

ATTEST:

BY: _____ Date: _____

Rhonda Burrows
Lincoln County Clerk

BY: _____ Date: _____

Robert Shepperd
Lincoln County Sheriff

6.102

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JUL 09 2014

ADMINISTRATION
LINCOLN COUNTY NM

The Alpine Village Sanitation District

P. O. Box 1217, Ruidoso, New Mexico 88355

William Hanson, President (575) 937-1117
Don Adams, Vice President (575) 257-9351
Cheryl Knobel, Secretary (575) 257-7776

July 8, 2014

Ms. Nita Taylor
Lincoln County Manager
P. O. Box 711
Carrizozo, New Mexico 88301

Dear Ms. Taylor:

The Board of Directors for Alpine Village Sanitation District met July 7, 2014 and approved the continuance of the mil levy tax rates. The previous rate was calculated at 6.039. We await notice of the new tax rates and calculations.

Please let us know if we can provide any additional information.

Very truly yours,

Cheryl Knobel

Cheryl Knobel, Secretary and Board Member
Alpine Village Sanitation District

C: Joe Buchanan, Accountant for AVSD
William Hanson, President, AVSD
Don Adams, Vice President, AVSD

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Agenda Item No. 8

July 8, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Monthly Smokey Bear District Ranger Report

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

Discussion:

David Warnack will not be in attendance at this meeting, but has provided his briefing to update Commissioners and the public on activities in the District. His briefing is at Enclosure 1 for your review. He also enclosed Standard Operating Procedures for Smokey Bear Ranger District on Emergency Support Lincoln County Flooding for your review at Enclosure 2.

Recommendation: None – information only at this time.

Smokey Bear RD, Lincoln National Forest, Briefing Paper for Lincoln County Commissioners Meeting July, 2014

Critical Updates

- Fire Season
  - Due to the onset of seasonal monsoon moisture, the Lincoln National Forest will be going out of Stage I Fire Restrictions On July 9th, 2014.
  - The Ranger District intends to take advantage of this monsoon season to conduct prescribed burns in July, August, and September. Information about specific prescribed fire dates and locations will be sent to media outlets and partners at least 1 week prior to the burn.
- Flooding
  - First Responders on the Smokey Bear Ranger District are available to assist the Lincoln County Emergency Manager with flood events.
  - Standard Operating Procedures for our flooding response are attached to this briefing. These SOPs outline the duties, responsibilities, and limitations of Forest Service employees responding to ALL HAZARD events. Please share these SOPs with Lincoln County EMS.
- Celebration on August 9, 2014
  - The Smokey Bear Ranger District would like to extend an invitation to you to participate in the celebration of Smokey Bear's 70th Birthday and the ribbon cutting ceremony for the Grand Opening of the newly renovated Smokey Bear Ranger District Visitors Center in Ruidoso, NM. In addition, we will also be commemorating the 50th anniversary of the Wilderness Act. The celebration is scheduled for August 9, 2014, from 9:00 am to 1:00 pm.

End of Report

ENCL 1

STANDARD OPERATING PROCEDURES
For Smokey Bear Ranger District

Emergency Support
Lincoln County Flooding

July 7, 2014

Encl 2

STANDARD OPERATING PROCEDURES
FOR SMOKEY BEAR RANGER DISTRICT

Emergency Support
Lincoln County Flooding

Table of Contents

I. EMERGENCY SUPPORT MISSION

The Smokey Bear Ranger District (SBRD) aims to establish a comprehensive approach to enhance the ability of the District to aid in supporting potential and/or actual flood events that are anticipated to occur in Lincoln County in 2014.

The purpose of this document is to provide a response protocol for District first-responders when assistance is requested by the Lincoln County Emergency Manager, or other municipal, county, state, or tribal entities.

The scope of our tactical response is to act as support personnel if/when requested; aid in the coordination of flooding response activities; detect, monitor, and communicate flooding events on National Forest System lands; and provide personnel, equipment, and supplies in support of State, local, and tribal agencies involved in the response to the potential and/or actual flood event.

II. ALL-HAZARD DOCTRINE

A. The Forest Service Doctrine for All-Hazard Response has established the following principles which guide its actions:

1. The Forest Service responds and supports all-hazard responses by providing trained personnel to use their skills, capabilities, and assets without requiring significant additional training and preparation. Support to cooperators requiring Forest Service resources will be consistent with employee's core skills, capabilities, and training. Our employees must be informed and trained to do all-hazard response in a safe, efficient, and effective manner.

2. The Forest Service will conduct a thorough mission analysis of every all-hazard request before committing people and other resources.

3. Agency employees will be provided with appropriate risk mitigation (e.g. vaccinations, personal protective equipment, etc.) to operate in the all-hazard environment to which they are assigned.

4. All employees involved in all-hazard response will be supported and managed by an Agency leader, Agency liaison, or interagency Incident Management Team.

5. Forest Service employee's expertise is best used in the incident emergency response phase. Though our employees are highly adaptable, further use of their skills during the recovery phase may impact the Agency's land management mission. Forest Service resources need to be managed and utilized appropriately so they can be available for primary life saving, property protection, and incident stabilization assignments.

6. The Forest Service must be capable of meeting its primary agency response mission first and then provide whatever support possible to the other missions.

7. The Forest Service also will respond when human life is at risk, or when there is another clear emergency, and the responders consider themselves capable of assisting without undue risk to themselves or others.

III. NOTIFICATION

The Smokey Bear District Ranger maintains a notification roster for all-hazard events. The Ranger is responsible for notifying Staff of the pending Flood event. The Ranger will also be responsible for designating a point of contact with the Lincoln County Emergency Manager.

IV. SMOKEY BEAR RD RESPONSIBILITIES AND DUTIES

A. The primary responsibilities of the Smokey Bear District Ranger:

1. Upon notification of potential or actual event requiring response, the Ranger will notify the following:

   - District Staff to assemble at the Smokey Bear Ranger District Fire Operations building;
   - Forest Supervisor that potential or actual event requiring response is culminating;
   - Lincoln County Emergency Manager that a team has assembled and is ready act if needed;
   - Smokey Bear RD FMO to act as Incident Commander

B. The primary responsibilities of the Smokey Bear Ranger District Staff

1. Upon notification of potential or actual event requiring response, the District Staff will have the following responsibilities:

   - Will assemble at the Smokey Bear RD Fire Operations building when notified by the Ranger;
   - Notify each sub-staff and other program area employees to assemble at the Smokey Bear Ranger District;
   - Coordinate with program area employees the type of response that is needed and location of that response;
   - Ensuring program area employees have available the required PPE for the requested response.

- Maintaining constant communication with each sub-staff and program area employees while responding to the incident;
- Notify each sub-staff and program area employees of their AOR;
- Communicating expectations for safety and the welfare of District employees

C. The primary responsibilities of the Incident Commander:

1. The IC should receive an initial briefing from the District Ranger which should include the following:
   (1) Reporting procedures and expectations;
   (2) Key contacts and phone numbers;
   (3) Safety procedures
   (4) Sensitive issues and concerns

2. Notify Alamogordo Dispatch of the potential or actual event requiring response.;

3. Coordinate with District Ranger and Lincoln County Emergency Manager to ensure correct response to the flooding event by the Smokey Bear RD;

4. Identify resources available to support disaster response activities

5. Coordinate with District Staff on response needs and locations.

6. Maintain an Incident Narrative as a chronological log of major incident highlights;

7. Develop After Action Report. Use a "lessons learned" approach to record, track, and apply new, learned knowledge for future all-risk hazards assignments.

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Agenda Item No. 9

July 9, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager NT

SUBJECT: Lincoln County Detention Center Update – Warden Anderson

Purpose: To provide an opportunity for the Lincoln County Detention Center, Warden Anderson, to provide an update.

Discussion:

Warden Anderson will appear to provide an update to the commissioners and the public on the Lincoln County Detention Center.

Recommendation: None – information only at this time.

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Agenda Item No. 10

July 7, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Land Development Ordinance

Purpose: To update Commissioners on the Status of the Land Development Ordinance

Discussion:

At its March 18, 2014 Commission meeting, there was general consensus to request the Planning Commission to consider and develop recommendations for a Land Use Ordinance. Members from the Planning Commission will be present to discuss the outline at Enclosure 1 to the Board of Commissioners.

Recommendation: Receive updates on status and provide guidance moving forward.

COUNTY OF LINCOLN

Planning Department

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

To: Board of County Commissioners

Re: Land Development Ordinance

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

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

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

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

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

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

Respectfully submitted by the Lincoln County Planning Commission.

Encl 2

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AGENDA Item No. 11

July 11, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Water Issues/Forest Health/Wildlife Programs

PURPOSE: To provide information on water issues and forest health

1. **Water Rights Notice**. There are no new water right notices on the State Engineer's website.

2. **Water Rights Transfer Protests**. At *Enclosure 1* is a letter from the Office of the State Engineer ("OSE") – Litigation & Adjudication Program- providing names of Protestants to Transfer Applications: SD-1300-1, 1300-2, 1300-3, 826-2 into 0275-1 and H-272 et al (T). At *Enclosure 2* is a letter from the same OSE Litigation Department providing names of Protestants to Transfer Application Protests to Applications H-50-1 into 075-1 and H-272 et al. The OSE highly recommends that the applicants (Village of Ruidoso and Sea Gem, L.L.C.) attempt to resolve the protestant's issues prior to Pre-hearing. A Pre-hearing conference between all parties is expected to be scheduled soon.

   Commissioner Powell has initiated educational meetings among parties, with the first being held on June 25th. That meeting included a field trip that was attended by representatives from the NM Environmental Department, the Office of the State Engineer, Representative Zach Cook and Manager Taylor. The goal of the field trip was to show the degree of impairment to Rio Ruidoso and to the water users downstream in the Ruidoso and Hondo Valleys. Commissioner Powell also illustrated that this issue of water problems confronting the Village of Ruidoso and its relation to downstream water users is not new, and was addressed as far back as the 1950's. See *Enclosure 3* for correspondence to Governor Edwin Mechem from James V. Tully, President of the Ruidoso Water User's Association (RWUA) at that time.

3. **Community Meeting Addressing "Watersheds in Sacramento Mountains**. The New Mexico Environmental Department's ("NMED") Surface Water Quality Bureau ("Bureau") is hosting a Community Meeting to address "Watersheds in Sacramento Mountains" on Wednesday, July 16, 2014. See flyer at *Enclosure 4*. The Bureau has posted Notice of a 30-Day public Comment Period commencing on July 7, 2014 and closing on August 7, 2014. See *Enclosure 5*.

4. **Lincoln County and Its Long-Term Commitment to Forest/Watershed Restoration**
Presentation – Dr. Brent Racher, New Mexico Forest Industry Association. See *Enclosure 6*. Dr. Racher will discuss the need to make a long-term commitment to achieving forested watershed restoration at an accelerated pace, and the accompanying required financial commitment.

5. **Risk Mapping, Assessment and Planning ("MAP") Program.** FEMA, in partnership with New Mexico Department of Homeland Security and Emergency Management ("NMHSEM") has selected the Rio Hondo Watershed for the initial step in the Risk MAP process called "Discovery. *See Enclosure 7*. The goal of Discovery is to gain a more holistic picture of the flood hazard within the Rio Hondo watershed, collect data to validate flood risks, identify opportunities to facilitate mitigation planning and aid local communities in identifying further actions to reduce flood risk across the watershed. Mr. Michael Camponovo of Earth Data Analysis Center, UNM, will be in the County on Monday, July 14th to start working with the local team. See ***Enclosure 8*** for RiskMAP Pre-Discovery Newsletter for the Rio Hondo watershed, New Mexico.

6. **Update from South Central Mountain RC&D Forester, Rick Merrick.** Forester Rick Merrick may be in attendance to provide an update on prescribed burns for the CFRP. *See Enclosure 9*.

7. **Water & Natural Resources (Chair Phil Griego) and New Mexico Finance Authority Oversight Committee Joint Meeting.** This joint committee meeting addressed solely water related issues. *See Enclosure 10* for Agenda and list of handouts. Manager participated in panel discussion – Agenda Item No. 5 – ***Federal-State-local Cooperation in Forest Watershed and Fire Management – the Necessity of Long-Term Forest and Watershed management Planning.*** See *Enclosure 11* for Handout – "*Impact of Wildfires on County Life and Government – Lincoln County Experience & Perspective.*
See additional handouts at the following link. (or a copy will be provided on request.)
http://www.nmlegis.gov/lcs/committee_handout_list.aspx?CommitteeCode=WNR&Date=7/1/2014

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JUN 27 2014

ADMINISTRATION
LINCOLN COUNTY NM

STATE OF NEW MEXICO

OFFICE OF THE STATE ENGINEER

Scott A. Verhines, P.E.
State Engineer

Gregory C. Ridgley
General Counsel

LITIGATION & ADJUDICATION PROGRAM
130 South Capitol
Santa Fe, New Mexico 87501

Mailing Address:
P.O. Box 25102
Santa Fe, NM 87504-5102
Telephone: (505) 827-6150
Fax: (505) 827-3887

June 25, 2014

Village of Ruidoso
Gus Raymond Alborn, Mayor
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
Via Cert Mail 7004 0750 0003 8818 8409

Sea Gem, L.L.C.
Charles Niccum, Managing Member
9203 East 825 Sough
Upland, Indiana 46989
Via Cert Mail 7004 0750 0003 8818 8393

Re: Applications: SD- 1300-1; 1300-2; 1300-3; 826-2 into 0275-1 and H-272 et al (T)

Greetings:

Enclosed are protests to the granting of the above numbered applications that have been filed with this office in a timely manner.

The application has been forwarded to the Office of the State Engineer, Administrative Litigation Unit. Our office will Request a Pre-hearing Conference between all parties as soon as possible. All parties will be notified by mail when a Pre-Hearing Scheduling Conference has been set before the Hearing Unit.

It is highly recommended that the applicants attempt to resolve the protestant's issues prior to the Pre-hearing.

In the event the parties come to an agreement whereby the protest is withdrawn, please advise me in writing as soon as possible. If I may be of further assistance, please call me at (505) 827-6198

Sincerely,

Rozella S. Branford for

Cleo C. Castellano
Administrative Litigation Unit
cc: Protestants listed on pages 2-8

ENCL 1

PROTESTANTS

Alto Lakes Water and Sanitation District
c/o Kelly Mack Cessels, Esq.
Sanders, Bruin, Coll & Worley, P.A.
P.O. Box 550
Roswell, New Mexico 88202-0550

Rio Hondo Land & Cattle Company, L.P.
c/o Kelly Mack Cassels, Esq.
Sanders, Bruin , Coll & Worley , P.A.
P.O. Box 550
Roswell, New Mexico 88202-0550

Valley Apple Estates LLC
c/o Lela Wright
P.O. Box 127
Hondo, New Mexico 88336

Ronal J. Troy and Yvette J. Torrez-Troy
1 Skinner Ranch Road
Salmon, Idaho 83467

Michael Hurd
P.O. Box 100
San Patricio, New Mexico 88348

Lorena Radcliff
(c/o Barbara C. Radcliff – Personal Representative)
P.O. Box 1847
Alamogordo, New Mexico 88311-1847

Clara Guthrie
HC 66 Box 200
Ruidoso Downs, New Mexico 88346

Ignacio and Amanda Torrez
P.O. Box 26
Hondo, New Mexico 88336

Joseph Torrez
27599 Calle Don Felipe
San Patricio, New Mexico 88348

Angel Chavez
121 Aristeo Road
San Patricio, New Mexico 88348

Georgia Sanchez
10528 Kendall
El Paso, Texas 79924

Martha G. Fresquez
524 Calle de Coronado
Bernalillo, New Mexico 87004

Linda L. Salcido
P.O. Box 102
Glencoe, New Mexico 88324

Patricia Salcido
1802 Alaska Avenue
Alamogordo, New Mexico 88310

Fredrick E. Evans
P.O. Box 8330
Ruidoso, New Mexico 88355

Thomas J. Longwill
306 W. Tilden Street
Roswell, New Mexico 88203

Bonnell Enterprises Inc.
Bert David Bonnell
P.O. Box 38
Glencoe, New Mexico 88324

Israel Miranda
P.O. Box 7
San Patricio , New Mexico 88348

David Hall
P.O. Box 166
Hondo, New Mexico 88336

Beatrice McKinley
1407 Jackson
Alamogordo, New Mexico 88310

Peter Mendiola
P.O. Box 69
Picacho, New Mexico 88343

Teresita Fresquez
P.O. Box 1322
Roswell, New Mexico 88202

James C. Ogden
159 W. Ogden Road
Loving , New Mexico 88256

Alexia Licon
P.O. Box 568
Alto, New Mexico 88312

Jackie Powell
Chair of Lincoln County Commission
P.O. Box 711
Carrizozo, New Mexico 88301

Larry Gonzales
P.O. Box 124
Hondo, New Mexico 88336

Estate of Elmo Brady
c/o Patrick Brady – Personal
Representative
P.O. Box 43
Hondo, New Mexico 88336

Ray Dean McTeigue
P.O. Box 15
Hondo, New Mexico 88336

Vivian McClintock
P.O. Box 3
Picacho, New Mexico 88343

Lauralea Marley
P.O. Box 332
Tinnie, New Mexico 88351

Carmelita Candelaria
1102 8th Street,
Alamogordo, New Mexico 88310

Isidore V. Gomez
2101 W 45th Avenue
Denver, Colorado 80211

Phoebe Taylor
P.O. Box 126
Lincoln, New Mexico 88338

Cassandra Chavez
P.O. Box 19
San Patricio, New Mexico 88348

Jerry Salas
106 Wiley Road
Ruidoso, New Mexico 88345

Martin L. Torrez
307 Hondo Drive
Roswell, New Mexico 88201

Robert M. Longwill
P.O. Box 352
San Patricio, New Mexico 88348

Melvin S. Chavez
P.O. Box 122
San Patricio, New Mexico 88348

Roman Sanchez Jr.
27704 Don Mauricio Loop
San Patricio, New Mexico 88348

Stephen Boebinger
P.O. Box 218
San Patricio, New Mexico 88348

Clark A. Taylor
P.O. Box 1127
Capitan, New Mexico 88316

Kenneth V. Huseman and Jaye M. Huseman
3313 Ebbets
Midland, Texas 79707

San Patricio Ditch Commissioners
(Stephen Boebinger- President)
P.O. Box 218
San Patricio, New Mexico 88348

Wendy Ansel
P.O. Box 172
Hondo, New Mexico 88336

James F. Salas
P.O. Box 13
Hondo, New Mexico 88336

Yovanne Sanchez
27704 Don Mauricio Loop
San Patricio, New Mexico 88348

Michael Archuleta
P.O. Box 46
San Patricio, New Mexico 88336

Pegi A. Naranjo
P.O. Box 477
Roswell, New Mexico 88202

Gerald M. and Jane M. Tully
P.O. Box 33
Glencoe, New Mexico 88324

Ernest Silva
P.O. Box 25
Glencoe, New Mexico 88324

Lucia M. Sanchez
P.O. Box 292
Hondo, New Mexico 88336

Presiliano Torrez
c/o George Chandler, Esq.
Chandler Law of Los Alamos
1208 9th Street
Los Alamos, New Mexico 87544

M. Wright LLP
P.O. Box 349
Ruidoso Downs, New Mexico 88346

Alison Walstad
P.O. Box 349
Ruidoso Downs, New Mexico 88346

R. D. Conley
P.O. Box 437
Ruidoso Downs, New Mexico 88346

Kathryn H. Williams
HC 66 Box 10
26641 Highway 70,
Glencoe, New Mexico 88324

Luis A. Jimenez Jr.
(c/o Susan B. Jimenez c/o Personal Representative of Estate of Luis A. Jimenez, Jr.)
P.O. Box 7
Hondo, New Mexico 88336

Novelda C. & Eddie R. Chavez
P.O. Box 61
San Patricio, New Mexico 88348

Gary C. Mitchell
Tricia A. Tully
P.O. Box 2460
Ruidoso, New Mexico 88355
Martha G. Hastings
1701 47th Street
Sacramento, California 95819

Andrea M. Nieto
c/o Tony Ortiz, Esq.
2011 Botulah Suite 200
Santa Fe, New Mexico 87505

Robert C. Brown Jr.
20 Santa Fe Place
Odessa, Texas 79765

Richard E. Ford
P.O. Box 40
Glencoe, New Mexico 88324

Ruben Y. Romero
P.O. Box 143
San Patricio, New Mexico 88348

Lucy A. Chavez
27817 US Highway 70
San Patricio, New Mexico

Teresa or Ervin Chavez
P.O. Box 73
Ruidoso, New Mexico 88345

Jerome D. McTeigue
P.O. Box 302
Hondo, New Mexico 88336

Janet Taylor
P.O. Box 1127
Capitan, New Mexico 88316

Estate of Adolpho D. Gomez
c/o Louella Arenas
1100 8th Street
Alamogordo, New Mexico 88310

Dale Boren
10291 Hwy 380
P.O. Box 48
Hondo, New Mexico 88336

Scott Brady
P.O. Box 7806
Ruidoso, New Mexico 88355

Donna F. Brady
P.O. Box 313
Hondo, New Mexico 88336

Lynda L. Chavez
340 El Valle Loop
San Patricio, New Mexico 88348

Prospero F. Gonzales
P.O. Box 1062
Ruidoso Downs, New Mexico 88346

Jerry Burchett
P.O. Box 156
Hondo, New Mexico 88336

Dorothy S. Gonzales
P.O. Box 6
Glencoe, New Mexico 88324

Fermin Herrera
101 Tara Trail
San Patricio, New Mexico 88348

Leroy C. Gomez
1027 Wiley Avenue
Las Cruces, New Mexico 88007

Mary Ellen Dunagan
c/o Patricia Dunagan
Managing Member, Dunagan Farms LLC
P.O. Box 7248
Ruidoso, New Mexico 88355

Fabiola P. Wagoner
6320 Navajo
El Paso, Texas 79925

William Goodman
106 Crabela Road
Tinnie, New Mexico 88351

Richard C. Petrillo
Office of Building and Properties
Roman Catholic Diocese of Las Cruces
1280 Med Park Drive
Las Cruces, New Mexico 88005

Juan A. Montoya
27765-2, Flores Canyon Tr.
San Patricio, New Mexico 88348

Patrick and Gloria Pafford
27930 Via La Capilla
San Patricio, New Mexico 88348

Lori Gibson Willard, Esq.
Attorney for Nellie Ruth Jones- Trustee for the Paul H. Jones and Nellie Ruth Jones Revocable Management Trust
505 Mechem Drive
Ruidoso, New Mexico 88345

H & J Bonnell Ranch Inc.
Harvey Bonnell & Jean Bonnell
P.O. Box 148
Ruidoso Downs, New Mexico 88346

Louella Arenas
1100 8th Street
Alamogordo, New Mexico 88310

George Mendoza
712 Cresta Azta
El Paso, Texas 79912

Presiliano Torrez
10301 Coronado Ave., NE.
Albuquerque, New Mexico 87122

Raquel Montoya-Harrison
27765-3, Flores Canyon Tr.
San Patricio, New Mexico 88348

Frances Saiz
P.O. Box 151
Glencoe, New Mexico 88324

Dennis G. Powell
104 S. Willow Road
Ruidoso, New Mexico 88345

The Perry Ranch Inc.
c/o Gary C. Mitchell, P.C.
P.O. Box 2460
Ruidoso, New Mexico 88355

Alvino R. Villescas
26573 US Highway 70
Ruidoso Downs, New Mexico 88346

Fred S. Sanchez
27792 Calle de Cipriana
San Patricio, New Mexico 88348

Onfre L. Sanchez
10528 Kendall Street
El Paso, Texas 79924

Eli E. Salcido
132 Florencio Lane
San Patricio, New Mexico 88348

David A. Montes
P.O. box 2219
Ruidoso Downs, New Mexico 88346

Arthur Trujillo
111 Calle El Corte
San Patricio, New Mexico 88348

Amelia Trujillo
P.O. Box 14
San Patricio, New Mexico 88348

Ronald L. Annala, M.D.
P.O. Box 7580
Ruidoso, New Mexico 88355

Richard Q. Montoya
157 El Valle Loop
San Patricio, New Mexico 88348

Orlando S. Gutierrez
2105 East Second Street
Roswell, New Mexico 88201

Glenda Allen
P.O. Box 2952
Roswell, New Mexico 88202

Robert Richardson
P.O. Box 2
Hondo, New Mexico 88336

Ted Conley
P.O. Box 585
Ruidoso Downs, New Mexico 88346

Carol Hurd Rogers
P.O. Box 214
San Patricio, New Mexico 88348

Roy L. Shaw
42 Fox Glove Road
Roswell, New Mexico 88201

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JUN 30 2014

ADMINISTRATION
LINCOLN COUNTY NM

STATE OF NEW MEXICO

OFFICE OF THE STATE ENGINEER

Scott A. Verhines, P.E.
State Engineer

Gregory C. Ridgley
General Counsel

LITIGATION & ADJUDICATION PROGRAM
130 South Capitol
Santa Fe, New Mexico 87501

Mailing Address:
P.O. Box 25102
Santa Fe, NM 87504-5102
Telephone: (505) 827-6150
Fax: (505) 827-3887

June 26, 2014

Village of Ruidoso
Gus Raymond Alborn, Mayor
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
Via Certified Mail 7004 0750 0003 8818 8416

Sea Gem, L.L.C.
Charles Niccum, Managing Member
9203 East 825 South
Upland, Indiana 46989
Via Certifed Mail 7004 0750 0003 8818 8423

Re: Applications: H-50-1 into 0275-1 and H-272 et al. (T)

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Cleo Castellano
Administrative Litigation Unit
cc: Protestants listed on pages 2 – 8

ENCL 2

PROTESTANTS

Alto Lakes Water and Sanitation District
c/o Kelly Mack Kessels, Esq.
Sanders, Bruin, Coll & Worley, P.A.
P.O. Box 550
Roswell, NM 88202-0550
(575) 622-5440
Attorneys for Alto Lakes Water and Sanitation

Michael Hurd
P.O. Box 100
San Patricio, NM 88348
(575) 653-4331

Linda Leport
P.O. Box 9
San Patricio, NM 88348

Ronal J. Troy and Yvette J. Torrez- Troy
1 Skinner Ranch Road
Salmon, Idaho 83467
(204) 220-2266

Nancy Jo Kimbrell
604 Mississippi
El Paso, Texas 79902
(915) 351-1013

James C. Ogden
159 W. Ogden Road
Loving , NM 88256
(575) 745-3369

Clara Guthrie
HC 66 Box 200
Ruidoso Downs, NM 88346
(575) 378-4820

Rio Hondo Land & Cattle Company
c/o Kelly Mack Cassels
Sanders, Bruin, Coll & Worley, P.A.
P.O. Box 550
Roswell, NM 88202-0550
Attorneys for Rio Hondo Land & Cattle Company

Valley Apple Estates LLC
c/o Lela Wright
P.O. Box 127
Hondo, NM 88336

Marilyn S. Deavours
P.O. Box 1
San Patricio, NM 88348

Lupe Kelly
P.O. Box 3
Picacho, NM 88343
(575) 653-4140

Ervin W. Brady
P.O. Box 154
Hondo, NM 88336

Erica Corona Ramos
P.O. Box 19
San Patricio, NM 88355

Amanda Torrez
P.O. Box 26
Hondo, NM 88336

Joseph Torrez
27599 Calle Don Felipe
San Patricio, NM 88348

Martha G. Fresquez
524 Calle de Coronado
Bernalillo, NM 87004
(505) 867-6009

Jackie Powell
Chair of Lincoln County Commission
P.O. Box 711
Carrizozo, NM 88301
(575) 648-2385

Ernest Silva
P.O. Box 25
Glencoe, NM 88324
(575) 808-7319

Teresita Fresquez Estate
P.O. Box 1322
Roswell, NM 88202
(575) 626-3008

Lauralea Marley
P.O. Box 332
Tinnie, NM 88351
(575) 653-4585

Luis A. Jimenez Jr.
c/o Susan B. Jimenez
Personal Representative
of Estate of Luis A. Jimenez Jr.
P.O. Box 7
Hondo, NM 88336
(575) 653-4918

San Patricio Ditch Commissioners
c/o Stephen Boebinger, President
P.O. Box 218
San Patricio, NM 88348
(575) 653-4545

Fredrick E. Evans
P.O. Box 8330
Ruidoso, NM 88355
(575) 378-4369; (575) 937-2741 cell

Georgia Sanchez
110528 Kendall
El Paso, Texas 79924
(915) 821-6679; (915) 309-6655

Fred S. Sanchez
27792 Calle de Cipriana
San Patricio, NM 88348

Kenneth V. Huseman
Jaye M. Huseman
3313 Ebbets
Midland, TX 79707
(432) 634-6576; (432) 553-0229

Vivian McClintock
P.O. Box 47
Picacho, NM 88343
(575) 653-4089

Peter Mendiola
P.O. Box 69
Picacho, NM 88343
(575) 653-4140

Stephen Boebinger
P.O. Box 218
San Patricio, NM 88348
(575) 653-4545

Presiliano Torrez, President
Storm Ditch Commissioners
c/o George Chandler, Esq.
Chandler Law of Los Alamos
1208 9th Street
Los Alamos, NM 87544
(505) 662-5900

Gary C. Mitchell
Tricia A. Tully
P.O. Box 2460
Ruidoso, NM 88355
(575) 257-3070

Janet Taylor
P.O. Box 1127
Capitan, NM 88316
(575) 937-1929

Estate of Adolpho D. Gomez
c/o Louella Arenas
1100 8th Street
Alamogordo, NM 88310
(575) 491-9448

Isidore V. Gomez
2101 W. 45th Avenue
Denver, Colorado 80211

Carmelita Candelaria
1102 8th St.
Alamogordo, NM 88310
R. D. Conley
P.O. Box 437
Ruidoso Downs, NM 88346
(575) 378-4270

Alison Walstad
P.O. Box 349
Ruidoso Downs, NM 88346

Gerald M. Tully
Jane M. Tully
P.O. Box 33
Glencoe, NM 88324
(575) 378-4840

Fermin Herrera
101 Tara Trail
San Patricio, NM 88348
(575) 653-4566

Clark A. Taylor
P.O. Box 1127
Capitan, NM 88316
(575) 937-3818

Louella Arenas
1100 8th Street
Alamogordo, NM 88310
(575) 491-9448

The Perry Ranch
c/o Gary C. Mitchell
Gary C. Mitchell, P.C.
P.O. Box 2460
Ruidoso, NM 88355
Attorney for the Perry Ranch, Inc.

Ruben Y. Romero
P.O. Box 143
San Patricio, NM 88348
Richard E. Ford
P.O. Box 40
Glencoe, NM 88324
(575) 937-6329

Kathryn H. Williams
HC 66 Box 10
266-41 Highway 70
Glencoe, NM 88324

M. Wright LLP
P.O. Box 349
Ruidoso Downs, NM 88346
(575) 937-0315

Ted Conley
P.O. Box 585
Ruidoso Downs, NM 88346

George Polaco
P.O. Box 161
Glencoe, NM 88324
(575) 973-8001

Dorothy Gonzales
P.O. Box 6
Glencoe, NM 88324
(575) 378-8098

Prospero F. Gonzales
P.O. Box 1062
Ruidoso Downs, NM 88346
(575) 378-4315

Donna F. Brady
P.O. Box 313
Hondo, NM 88336
(575) 973-1177

Eddie R. Chavez
Novelda C. Chavez
P.O. Box 61
San Patricio, NM 88348
(575) 653-4554

Israel Miranda
P.O. Box 7
San Patricio, NM 88348

Robert C. Brown Jr.
20 Santa Fe Place
Odessa, Texas 79765
(432) 556-5757

Bonnell Enterprises Inc.
P.O. Box 38
Glencoe, NM 88324
(575) 840-6042

Jerry Burchett
P.O. Box 156
Hondo, NM 88336
(575) 653-4360

Lynda L. Chavez
340 El Valle Loop
San Patricio, NM 88348
(575) 653-4880

Scott Brady
302 West Drive
Ruidoso Downs, NM 88346
(575) 973-3648

Presiliano Torrez
10301 Coronado Avenue, NE
Albuquerque, NM 87122
(505) 856-6702

Dale Boren
P.O. Box 48
Hondo, NM 88336

Melvin S. Chavez
P.O. Box 122
San Patricio, NM 88348
(575) 653-4348

Ray Dean McTeigue
P.O. Box 15
Hondo, NM 88336
(575) 653-4305

Thomas J. Longwill
306 W. Tilden Street
Roswell, NM 88203

Lucy A. Chavez
27817 US Highway 70
San Patricio, NM 88348
(575) 653-4511

Jerome D. McTeigue
P.O. Box 302
Hondo, NM 88336
(575) 653-4840

Lorena Radcliff
c/o Barbara C. Radcliff, Personal Representative
P.O. Box 1847
Alamogordo, NM 88311-1847
(575) 653-4912; (575) 430-7397

Ernest Silva
P.O. Box 25
Glencoe, NM 88324
(575) 808-7319

Jerry Salas
106 Wiley Road
Ruidoso, NM 88345
(575) 937-3284

Wendy Ansel
P.O. Box 172
Hondo, NM 88336
(575) 653-4850

James F. Salas
P.O. Box 13
Hondo, NM 88336
(575) 653-4141

Robert M. Longwill
P.O. Box 352
San Patricio, NM 88348
(575) 653-4281

E. Brady Estate
c/o Patrick Brady, Personal representative
P.O. Box 43
Hondo, NM 88336
(575) 653-4193

Larry Gonzales
P.O. Box 124
Hondo, NM 88336
(575) 653-4888

William Goodman
106 Arabela Road
Tinnie, NM 88351
(575) 653-4845

Lucia M. Sanchez
P.O. Box 292
Hondo, NM 88336
(575) 653-4059

Roman Sanchez Jr.
27704 Don Mauricio Loop
San Patricio, NM 88348
(575) 653-4250

Pegi A. Naranjo
P.O. Box 477
Roswell, NM 88202
(575) 622-0648

Ronald L. Annala M.D.
P.O. Box 7580
Ruidoso, NM 88355
(575) 257-2240

Martin L. Torrez
307 Hondo Drive
Roswell, NM 88201
(575) 623-4136; (575) 626-5792

Orlando S. Gutierrez
2105 East Second Street
Roswell, NM 88201

Patricia Dunagan
Managing Member, Dunagan Farms LLC
P.O. Box 7248
Ruidoso, NM 88355
(575) 257-9549; (575) 921-4056

Martha G. Hastings
1701 47th Street
Sacramento, CA 95819
(916) 752-5270

Richard Q. Montoya
157 El Valle Loop
San Patricio, NM 88348
(505) 249-3397

Carol Hurd Rogers
P.O. Box 214
San Patricio, NM 88348
(575) 653-4149

Onfre L. Sanchez
10528 Kendall Street
El Paso, Texas 79924
(915) 821-6679

Alvino R. Villescas
26573 US Highway 70
Ruidoso Downs, NM 88346
(575) 637-5650

Dennis G. Powell
104 S. Willow Road
Ruidoso, NM 88345
(575) 937-4665

Teresa Chavez
P.O. Box 73
Ruidoso, NM 88345
(575) 937-2646

Robert Richardson
P.O. Box 2
Hondo, NM 88336

Amelia Trujillo
P.O. Box 14
San Patricio, NM 88348
(575) 653-4484

Roy L. Shaw
42 Fox Glove Road
Roswell, NM 88201
(575) 626-8282

George Mendoza
712 Cresta Alta
El Paso, Texas 79912

H & J Bonnell Ranch Inc.
P.O. Box 148
Ruidoso Downs, NM 88346
(575) 378-4642

Leroy C. Gomez
1027 Wiley Avenue
Las Cruces, NM 88007
(575) 649-5756

Arthur Trujillo
111 Calle El Corte
San Patricio, NM 88348
(575) 802-3546

Richard C. Petrillo
Office of Building and Properties
Roman Catholic Diocese of Las Cruces
1280 Med Park Drive
Las Cruces, NM 88005
(575) 523-7577

Eli E. Salcido
132 Florencio Lane
San Patricio, NM 88348
(575) 653-4014

Patrick Pafford
Gloria Pafford
27930 Via La Capilla
San Patricio, NM 88348
(575) 653-4132

Patricia Salcido
1802 Alaska Avenue
Alamogordo, NM 88310
(575) 437-4214

Yvonne Sanchez
27704 Don Mauricio Loop
San Patricio, NM 88348
(575) 653-4250

Lori Gibson Willard
Attorney for Nellie Ruth Jones, Trustee for
the Paul H. Jones and Nellie Ruth Jones Revocable
Management Trust
505 Mechem Drive
Ruidoso, NM 88345
(575) 257-1010

Raquel Montoya-Harrison
27765-3 Flores Canyon Tr.
San Patricio, NM 88348
(575) 653-4234

Juan S. Montoya
27765 Flores Canyon Tr.
San Patricio, NM 88348
(575) 653-4517

David A. Montes
P.O. Box 2219
Ruidoso Downs, NM 88346
(575) 378-4921

Andrea M. Nieto, Superintendent
Hondo Valley Public School
c/o Tony Ortiz, Esq.
2011 Botulph, Suite 200
Santa Fe, NM 87505
(505) 986-2900

Alexia Licon
P.O. Box 568
Alto, NM 88312
(575) 336-8262

Glenda Allen
P.O. Box 2952
Roswell, NM 88202
(575) 420-2705

Phoebe M. Taylor
P.O. Box 126
Lincoln, NM 88338
(575)-653-4891

Michael Archuleta
P.O. Box 46
Hondo, NM 88336
(575) 653-4223
Alice Warder (Seely)
P.O. Box 166
Hondo, NM 88336
(575) 653-4809; (575) 973-0043

Frances Saiz
P.O. Box 151
Glencoe, NM 88324
(575) 653-4791

Glencoe, New Mexico
November 23, 1953

RECEIVED
OFFICE OF THE GOVERNOR
SANTA FE, N. M.

Nov. 30 9 34 AM '53

Honorable Edwin C. Mechem,
Governor
State of New Mexico
Santa Fe, New Mexico

Dear Governor:

A couple of years ago I outlined the water problems confronting the Village of Ruidoso and their relation to the Water Users in the Ruidoso Valley. You were kind enough to answer my letter and state that you were ready to help in any way to solve our problems. At the present time we are in a position where we need your help in the worst way in guiding us to a solution, and I sincerely make a plea to you to aid us.

As you know Mr. Coe and myself have spent many years in an effort to find a permanent source of water supply for the Village of Ruidoso. In the meantime we have spent a great deal of our time and thousands of dollars of cash in the defense of our stream system to keep the Village from depleting our supply. When the Southern Pacific Co. first stated that the Bonita Dam and Eagle Creek Waters would be disposed of we have lent every effort towards them showing a consideration towards the eastern watershed. Approximately a year ago I personally went to El Paso and called upon P. B. Harris, the Railroad representative, to see first hand what consideration we could expect. He made no bones in stating that no consideration had been given Ruidoso simply because they had asked for none. I explained the situation to him, and immediately contacted members of the Village Council and had them plead for water. While in Santa Fe last May I made it a point to contact the Game Department and asked them if they were going to let the Bonita Lake pass over into the western watershed. They said they were deeply interested but would like to hear from the people of Lincoln County. I stated that I represented a good portion of the County and wanted to go on record as assuring the Game Department that they should immediately lend every effort to obtain the lake. Upon my return home I contacted the County commissioners together with Mr. Coe, and we urged them to contact the Railroad representatives personally and state the needs of the Eastern Watershed for any and all water available, which they did.

In the meantime information reached me that there was a deal on by the Village of Alamogordo in cooperation with the Holloman Air Base to purchase the water for that area, and that they would have first consideration in the disposal of these waters. They did have a deal on, and I wrote Congressman J. J. Dempsey asking his assistance in blocking any move to divert all these waters wherein Government funds were involved until an investigation was made to determine the need of communities within the eastern watershed, mainly the Village of Ruidoso. Mr. Dempsey offered his assistance and wrote John Bliss to confirm my information as to the shortage of water in the Rio Ruidoso to fulfill the needs of the Village. Mr. Dempsey sent me a copy of Mr. Bliss's letter wherein Mr. Bliss stated that it was his belief that there was sufficient water in the Rio Ruidoso to fill the needs of the Village.

ENCL 3

I felt at the time that Mr. Bliss's answer to Mr. Dempsey was certainly unwarranted, and his office was certainly lacking in technical information to back up his statement. Further if the people in the Ruidoso Valley who have the prior rights to the use of this water Mr. Bliss had in mind were to give it to the Village of Ruidoso it would hardly be practical for them to pump this water into the only development area open for them. This area as you know follows Mechem Drive out past the airport almost all the way to Alto.

I could see no point in arguing the matter with Mr. Bliss so we began another approach to obtain a source of water for the Village. Through the efforts of Mr. Brenton we have obtained the consent of the Southern Pacific Co. to consider the Village of Ruidoso in the disposal of Eagle Creek waters. For the first time we had finally obtained a source of supply of excellent water for the Village. The meeting last week in obtaining funds to work out a feasibility report for the Village overcame another obstacle.

Now begin our difficulties. Attorney for the Village of Ruidoso opened the hearing before the Interstate Streams Commission by stating they would object to any diversion of Bonita Lake to the Western Watershed. I am sure that no one in Lincoln County would like to see this water go over the mountain. However, we here in the Ruidoso Valley face a dilema. If the Village of Ruidoso fails to take advantage of the opportunity to secure waters from Eagle Creek, and instead create litigation concerning the Bonita Dam, then it is possible that the Southern Pacific Co. might decide to do otherwise with their waters. Whether they can do this is beyond my knowledge of the subject. It would appear to me that the Village of Ruidoso would jump at the chance to secure a goodly amount of water in a location wherein a gravity system was possible instead of jumping into the Bonita situation where litigation could possibly go on for years if anyone has the capital to finance it.

At the present time the Village of Ruidoso has purchased some 34 acres of irrigable rights in the Ruidoso Valley and will attempt to change the method of use, and point of diversion. The farmers will of necessity be forced to protest this act, as any further purchase and diversion of rights will seriously impair all the remaining rights in the system, regardless of what the State Engineer's office says, and we will be forced to spend many more dollars to protect these rights. Some time ago I wrote the State Engineer's office and asked that they deny any further applications pending the Eagle Creek disposal, as through necessity costly litigation would result. The present application for 34 acres by the Village is my answer.

It is my belief Governor Mechem that there comes a time in any one's life when you must go to the mat with a problem if you think you are right. I do not wish to discredit the State Engineer's Office in any way. However I want to give you some facts and you let you draw your own conclusions. When the State Engineer formed the Hondo Basin recently I was not a party to signing the petiton as passed about by Mr. Pfingsten. I felt that the State Engineer had the right under the statutes to do so. However, his statement in regard to the recharge area involved was nothing short of an abortive attempt to soothe political pressure and had no place in the forming of the basin. We, here in the Ruidiso Valley, have had more than one attempt from that source

to damage our rights, but not just in that manner. Mr. Bliss in my estimation, made a serious error when he included that particular statement in the formation of the basin.

Further, I found upon investigation into the Bonita affair that at no time was the Southern Pacific Co. obligated to furnish records during the many years of diversion of the waters of the Bonita River and Eagle Creek waters to the State Engineer's Office. The only records available as to the flow in these streams were made by the State during the years 1929, 1930 and 1931 when the Bonita System was adjudicated.

In allowing the diversion of the 5 sec. feet from the Bonita System the State Engineer's Office made a tragic error. Recently in a decision handed down by the State Engineer's office in the matter of 0275-A the State held that in order to diver an amount of water in the upper regions there must be a like amount at the old diversion point. No such decision was forthcoming in the Bonita diversion and as a result the Railroad Co. dried up the stream system with the exception of a few isolated springs, and some flood waters. That is what happened to the right held by Ft. Stanton. Even though the Southern Pacific Co. was taking water from the land they owned that hardly gave them the right to dry up the stream system, but they did. Now they propose to sell this water over the mountain. In turn Mr. Pfingsten feels that the State is obligated to allow him to drill wells to replace some of this water which is for sale to other parties. I feel for Mr. Pfingsten but outside of sympathy I hardly see how he can drill and replace water when the water apurtenant to this land will be sold to other parties.

To further aggravate a sad situation I found where the State Engineer's Office allowed the Railroad Company a 6 sec. ft. diversion rate yearlong out of Eagle Creek. This includes the amount rightfully purchased along with some 130 or 140 acres of irrigated lands, and a ~~right~~ gift from the State of New Mexico of some 3500 acre feet of so called unappropriated rights. It so happened that there were no unappropriated rights but the State Engineer's Office did not bother to check this detail, and signed the application. I noticed further that to be sure nothing in the way of water was overlooked Mr, Fred Pfingsten Sr. obtained affidavits from different individuals to the amount of water used. These farmers in the upper regions of Eagle Creek according to his affidavit used the amount of 3½ acre feet annually on their farms. Using the Southern Pacific Co's own figures as to the value of water which they own and sell the farmers below the mouth of Eagle Creek in the Rio Ruidoso Valley have lost some $5,000,000.00 worth of water in the past 40 years. This amount was a gift from the State of New Mexico to the Southern Pacific Co.

After reading an account of these past acts, it seems beyond comprehension how anyone would set idly by and permit any such deeds. Examining the conditions in another light it appears that these things were taken lightly because a plea was put up by the R. R. Co. that they needed these waters for development, and that the farmers would never miss it, etc. A similar condition exists as between the farmers in the Rio Ruidoso Valley and the Village of Ruidoso. Their plea is that they need our water to develop as they should. Anyone knows that in the Eagle Creek deal no farmer in that period in the upper regions used 3½ acre feet to farm with, yet the State Engineer leaned over backwards to give them an excess amount. In our hearing before the State Engineer in the matter of 0275-A we all knew that that particular farm never had in the past twenty years used 1 acre ft. of water, yet the

State Engineer's Office was generous in that they alloted the full 3 acre feet, perhaps in sympathy for a growing community. Mr. Coe and myself both would have taken the matter on to district court had we dared to risk a quarter of a million dollar adjudication suit, which suit if had would have been a needless expense for all concerned and ruined our valley. Perhaps the State Engineer's office can find some justification in alloting the Village 3 acre feet of water on this particular piece of land. It was never used there just as the farmers never used any 3½ acre feet in Eagle Creek 40 years ago.

In the coming litigation in regard to new applications made to the State Engineer's Office I have a statement in regard to the manner which they will probably process these rights. I have information and a theory before them wherein if I am right, any processing in the manner they have stated will be a repetition of the Bonita Deal. Naturally we will have our day in court, but there is a limit to what the people in this watershed, and in this particular area can endure, physically, and financially.

I have a high regard for Mr. Brown, the assistant State Engineer. I believe that he is honest, sincere, and would not knowingly harm anyone in this area, but we want a clarification of the manner in which the State Engineer intends to process these rights recently purchased before it is necessary to spend some more of the people's money in defense of their sacred rights. It will be a simple matter for them to state their reasons, and we feel we have a right to know in the public interest. This matter has passed a point of an isolated quarrel, the development of this entire section of the State of New Mexico depends upon the outcome of a series of events, and this matter is a paramount importance to us, and is one of these events.

We are not of the opinion that we do not at this time have an efficient State Engineer's Office. We wish to point out that due to a series of mistakes by the State Engineer's Office during the past half century this particular area in the State of New Mexico has been irreparably damaged, and we are willing to fight for what is right. This matter of the Bonita and Eagle Creek situation is a delicate thing and a successful outcome will determine our future. Upon close examination of the past mistakes by the State Engineer's Office I feel that they are obligated to strive to their utmost to achieve a solution that will benefit all concerned. It is evident that in order to do this a great deal of diplomacy will be necessary in actions concerning the disposal of the waters. We here in the Ruidoso Valley are in a mood to cooperate in any deal whereby all parties benefit. To this end we rely on you to advise us, and if you can show us the way we will certainly give the support necessary.

With best regards,

/s/ James V. Tully

James V. Tully, Pres. RWUA

Santa Fe New Mexico

November 13, 1953

Mr. R. C. Beckner, Mayor

Village of Ruidoso

Dear Sir:

The following notice shall be published at applicant's expense once a week for three (3) consecutive weeks in the

Lincoln County News

a newspaper published at Carrizozo, New Mexico. Publication in any other newspaper than that specified will not be accepted. First publication should be made as soon after the receipt hereof as possible. Publisher's affidavit of proof of such publication must be filed with the State Engineer within sixty (60) days from the date hereon. Failure to file proof of publication within the time allowed shall cause postponement of the priority date of the application to the date of receipt of such proof in proper form.

Asst. State Engineer

Note to Publisher: Immediately after last publication, publisher is requested to file affidavit of proof of such publication with the State Engineer.

NOTICE

STATE ENGINEER'S OFFICE

Number of ~~Application~~ Declarations ~~XXXXXX~~ 01316, 01318 & 01321 Santa Fe, N. M., November 13, 1953

Notice is hereby given that on the 10th day of November, 1953, in accordance with Section 8, Chapter 126, Session Laws of 1941, The Village of Ruidoso

of _____, County of Lincoln, State of New Mexico

made formal application to the State Engineer of New Mexico for a permit to change point of diversion of 101.94 acre-feet per annum of Rio Ruidoso water claimed under the North Barrera Ditch and Declarations Nos. 01316, 01318, and 01321, from a point in the Northwest quarter of the Northwest quarter of Section 29, Township 11 South, Range 14 East, N.M.P.M., at a point whence the West quarter section corner of Section 29, Township 11 South, Range 14 East, bears South 11° - 09' West, 1447 feet distant, to a point in the Southwest quarter of the Southwest quarter of Section 19, Township 11 South, Range 13 East, N.M.P.M., whence the Northwest corner of the Southwest quarter of the Southwest quarter of Section 19, Township 11 South, Range 13 East, bears North 18° - 59' West, 150 feet distant, for the purpose of changing place and method of use of said 101.94 acre-feet of water per annum by abandoning the irrigation on 33.98 acres of land described as follows:

SUBDIVISION	SECTION	TOWNSHIP	RANGE	ACRES
SE¼SW¼	20	11 S.	14 E.	12.00
SW¼SE¼	20	11 S.	14 E.	
NW¼SE¼	20	11 S.	14 E.	16.97
SE¼	20	11 S.	14 E.	5.01
			Total	33.98 acres

and commencing the use of said water for municipal use in and adjacent to the Village of Ruidoso.

Any person, firm, association, corporation, the State of New Mexico or the United States of America, deeming that the granting of the above application will be truly detrimental to their rights in the waters of said stream system, may protest in writing the State Engineer's granting of approval of said application. The protest shall set forth all protestant's reasons why the application should not be approved and shall be accompanied by supporting affidavits and by proof that a copy of the protest has been served upon the applicant. Said protest and proof of service must be filed with the State Engineer on or before the _____ day of _____, 19____, the date set for final consideration of this application if not protested.

Note to Publisher: Fill in date ten (10) days after last publication. Sundays and Holidays not included if that date falls on one of them.

John H. Bliss, State Engineer.

November 13, 1953

Files: 01316, 01318, & 01321

R. C. Buckner, Mayor
Village of Ruidoso

Dear Sir:

Enclosed is the Notice of Publication issued on your Application to Change Point of Diversion, Place and Method of Use Nos. 01316, 01318, and 01321.

Please have published according to instructions and have publisher file affidavit of proof of such publication immediately after last publication.

Very truly yours,

John H. Bliss
State Engineer

By:
Arthur F. Brown
Assistant State Engineer

MBC/iz
encl: Not. of Publication

STATE ENGINEER'S OFFICE

SANTA FE, NE MEXICO

FILE NO. [redacted]

HOUSE CHECK No. 11933

BANK [redacted]

FO YMENT AS INDICATED BELOW:

[redacted]

[redacted]

[redacted]

Name and Address

[redacted]

REMITTANCE NO.	DATE	HOUSE CHECK NO.	AMOUNT OF CHECK
[redacted]			

A. CASH B. CHECK OR MONEY ORDER

ADDITIONAL RECEIPT

YC HAVE BEEN CREDITED WITH THE AMOUNT SHOWN BELOW. ANY DIFFERENCE IN THIS AMOUNT AND THE AMOUNT OF YOUR REMITTANCE IS EXPLAINED BELOW.

RECEIPT NO.	DATE	HOUSE CHECK NO.	AMOUNT OF RECEIPT

New Mexico Environment Department

Protecting Our Environment, Preserving The Enchantment

Surface Water Quality Bureau

1190 St. Francis Dr, Santa Fe, NM 87106 / 505-827-0187 / www.nmenv.state.nm.us/swqb

The NMED Surface Water Quality Bureau invites you to attend a:

COMMUNITY MEETING

Wednesday, July 16 2014
6:00 - 8:00 PM
Village of Ruidoso Council Chambers
313 Cree Meadows Drive
Ruidoso, New Mexico

Watersheds in Sacramento Mountains

◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆

TMDL Document Presentation

DISCUSSION TOPICS

Total Maximum Daily Load (TMDL) development for the Sacramento Mountains

•

Discussion of survey results from water quality monitoring

•

Current and future water quality projects in watershed.

For more information contact:
Heidi Henderson at 505-827-2901 heidi.henderson@state.nm.us

The State of Our Environment is up to You

ENCL 4

NEW MEXICO ENVIRONMENT DEPARTMENT, SURFACE WATER QUALITY BUREAU PROPOSES TOTAL MAXIMUM DAILY LOADS (TMDLs) FOR WATERSHEDS IN THE SACRAMENTO MOUNTAINS

NOTICE OF A 30-DAY PUBLIC COMMENT PERIOD AND COMMUNITY MEETING

The New Mexico Environment Department's (NMED) Surface Water Quality Bureau (SWQB) is inviting the public to comment on the draft "total maximum daily load" (TMDL) document for the Sacramento Mountains. Draft TMDLs in this document include:

- Agua Chiquita (perennial portions McEwan Canyon to headwaters) - turbidity;
- Carrizo Creek (Rio Ruidoso to Mescalero Apache boundary) - *E.coli;*
- Nogal Creek (Tularosa Creek to Mescalero Apache boundary) - *E.coli;*
- Rio Bonito (NM 48 near Angus to headwaters) - *E.coli;*
- Rio Peñasco (Hwy 24 to Cox Canyon) - turbidity;
- Rio Ruidoso (Carrizo Creek to Mescalero Apache boundary) - total phosphorus;
- Rio Ruidoso (US Hwy 70 bridge to Carrizo Creek) - *E.coli*, plant nutrients; and
- Rio Ruidoso (Eagle Creek to US Hwy 70 bridge) - *E.coli*, plant nutrients, turbidity.

A TMDL is a planning document that establishes specific goals to meet water quality standards in waterbodies where pollutant limits are exceeded. It includes current pollution loadings, reduction estimates for pollutants, information on probable sources of pollution, and suggestions to restore or protect the health of the waterbody. The TMDL and Public Notice are available online: www.nmenv.state.nm.us/swqb/TMDL/SacramentoMnts.

The 30-day comment period on this document will open July 7, 2013 and will close **August 7, 2014 at 4:00 p.m. MDT**. Formal comments for inclusion in the public record must be submitted in writing, to **Heidi Henderson** mailing address **NMED SWQB, P.O. Box 5469, Santa Fe, NM, 87502; voice: (505) 827-2901; fax number (505) 827-0160; or e-mail:**

Heidi.Henderson@state.nm.us (if possible, please submit an electronic copy in addition to paper).

A public meeting will be held to summarize the information and to provide a forum for interested parties to ask questions and provide comments. The meeting date will allow the public time to review the document and generate questions or comments. The meeting will be held in Ruidoso on Tuesday, July 16 from 6-8pm at the Village of Ruidoso Council Chambers, 313 Cree Meadows Drive. Please see the attached flyer for more details.

ENCL 5

Lincoln County & Its Long Term Commitment to Forest/Watershed Restoration

Water is life, and livelihood. Nowhere is that more true than in New Mexico. However, the reality is that each year the size and severity of wildfires in our state increases, along with the subsequent post-fire flooding that degrades rivers, streams and other critical water sources. In addition, state and federal agencies spend hundreds of millions of dollars a year reacting to these fires, not including the lost revenue to business. Without action, New Mexico's future water security is at great risk.

We already have examples of solutions, Water Funds, being formed in New Mexico to bring clean water to New Mexicans for generations to come. These innovative projects will invest in the restoration of forested lands upstream so we can secure clean water for communities in these watersheds and downstream. Our goal is to generate sustainable funding to proactively increase the pace and scale of forest restoration, including the most high-risk areas in the Rio Grande watershed. We are working together so nature can keep working for us.

Lincoln County needs to make a long-term commitment to achieving forested watershed restoration at an accelerated pace and scale. This commitment should include a financial commitment that:

- Is for 10 years,
- Is utilized to leverage other local, state, and federal funding plus private investments, and
- Drives wildfire and water source protection treatments as well as utilizes the woody material resulting from treatments.

This long-term commitment would:

- Provide the impetus for increasing the wildfire and water source protection for Lincoln County residents, visitors, and economy,
- Spur economic activity around accelerated forested watershed restoration and wood utilization, turning a wood disposal problem into value-added production and creating jobs in Lincoln County,
- Improve watershed function to support the life and livelihood provided by water,
- Replace the paradigm of reacting to wildfires with proactively managing forested watersheds.

Susana Martinez
Governor

Gregory A. Myers
Cabinet Secretary

Anita Statman
Deputy Cabinet
Secretary

DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

June 23, 2014

Ms. Nita Taylor
County Manager, Lincoln County
PO Box 711
Carrizozo, NM 88301

Dear Ms. Taylor:

The Federal Emergency Management Agency (FEMA) is leading the Risk Mapping, Assessment, and Planning (MAP) program. The purposes of Risk MAP are continued improvement of flood hazard information, the promotion of increased national awareness and understanding of flood risk, and the support of federal, state and local mitigation actions to reduce risk. As an integrated mitigation-based program, the vision of Risk MAP is to achieve a closely coordinated process to address gaps in flood hazard data, form a solid working foundation for risk assessment and floodplain management, and provide state and municipal entities with information needed to mitigate flood related risks.

In partnership with the FEMA Region 6 office, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has selected the Rio Hondo Watershed, in which your community lies, for the initial step in the Risk MAP process called Discovery. The goal of Discovery is to gain a more holistic picture of the flood hazards within your watershed, collect data to validate flood risks, identify opportunities to facilitate mitigation planning, and aid local communities in identifying further actions to reduce flood risk across your watershed. Flood risks change over time and this initial Discovery phase will help determine those areas within your watershed for future flood risk identification and assessment.

Discovery opens lines of communication and relies on local involvement for productive discussions and identification of flood risk. Active participation in this process will help your community identify proactive steps to reduce flood risks. To begin this effort, NMDHSEM will contact your community by phone to further introduce the concept of Discovery and request your assistance to identify which community staff should be involved in the process. You and your staff will be vital in helping to initiate an inventory and an assessment of flood risk data available for your community.

P.O. Box 27111
Santa Fe, New Mexico 87502
(505)476-9600

ENCL 7

After the initial inventory has been gathered and assessed, NMDHSEM will hold a series of Discovery workshops in your area. Through this interactive approach, your community will have the opportunity to review the results of the initial watershed inventory and provide further data to assist in identifying and addressing gaps in the known flood hazards. These workshops will not have a lengthy presentation. Instead, NMDHSEM and FEMA subject matter experts in the fields of Hazard Mitigation Assistance grants, Hazard Mitigation planning, mapping, and NFIP regulations will be present to answer questions, discuss your needs, and speak about opportunities for actions to reduce risk.

We will provide additional information as to the time and location of your workshop once the details are finalized. In preparation for your workshop, FEMA and the State will rely on contracted staff to contact your community and acquire any data that will assist in the risk identification and assessment for your community and watershed.

Prior to the Discovery workshops, Earth Data Analysis Center (EDAC), UNM will:

- Gather, review and validate information about local flood risk and flood hazards.
- Review mitigation plans to understand local mitigation capabilities, hazard risk assessments, and current or future mitigation activities.
- Ask communities to identify additional participants to invite to the Discovery workshop.
- Provide communities with a Pre-Discovery Report that contains the information gathered prior to the Discovery workshop.
- Use information gathered to determine which areas of the watershed may require future study through a Risk MAP project.
- Conduct a Pre-Discovery webinar approximately three weeks prior to the meeting

The partnership and exchange of information between NMDHSEM , EDAC, and your community will be vital to our success in identifying flood risks and needs. If you have any information that could assist in the preparation for Discovery within your watershed, please send it to:

Michael Camponovo, CFM
Earth Data Analysis Center, UNM
MSC01 1110
1 University of New Mexico
Albuquerque, NM 87131
(505) 277-3622 extension 228
mcamponovo@edac.unm.edu

Through this integrated Mitigation program, we will work to provide your community with easy-to-use risk assessment tools and data you can use to:

- Create or improve your mitigation plan.
- Make informed decisions about local development.
- Communicate your flood risk more effectively to the people who live and do business in your area.
- Find synergies with other communities to reduce flood risk in the watershed

We look forward to working with you to reduce the risks associated with flooding and increase your community's resiliency, long term. To learn more, please review the enclosed Mitigation Brochure or contact Bill Borthwick at NMDHSEM, at (505) 476-9617 or william.borthwick@state.nm.us.

We have cc'ed this letter and its enclosures to other stakeholders within your community listed below. Please feel free to share this information with any other stakeholders who you feel will be interested in learning more about the Discovery process.

Sincerely,

Bill Borthwick

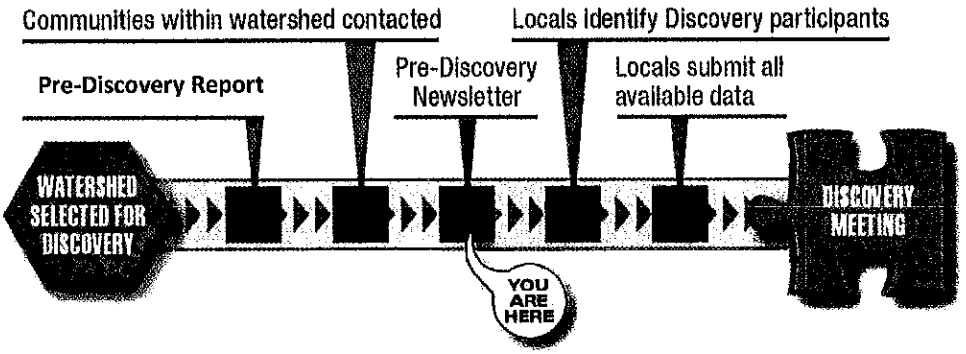
Bill Borthwick, NFIP Coordinator
New Mexico Department of Homeland
Security and Emergency Management

Enclosures: Pre-Discovery Newsletter
Watershed Map

CC: Preston Stone
Mark Doth
Dallas Draper
Kathryn Minter
Jackie Powell
Curt Temple
Joe Kenmore
Rodney Zamora
Carl Palmer

Risk Mapping, Assessment and Planning
Pre-Discovery Newsletter

Rio Hondo Watershed, New Mexico



LEGEND: FEMA/State action ■ Product/tool for community use ■ Community action

Risk MAP and Taking Action to Reduce Flood Risks
Risk Mapping, Assessment, and Planning (Risk MAP) is the transformation of FEMA's traditional flood identification and mapping efforts into a more integrated process of accurately identifying, assessing, communicating, planning, and mitigating flood related risks. Risk MAP aims to assist communities in addressing gaps in flood hazard data to form a solid foundation for risk assessment, floodplain management, and provide State, local, and Tribal entities with information needed to make informed decisions to mitigate natural hazard risks.

FEMA will engage with communities within a watershed through a process we call "Discovery".

Discovery in Your Watershed
The New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) will begin an inventory and assessment of the flood risk data in the impacted communities through conversations and data sharing opportunities with local officials in the communities contained within your watershed. This Discovery phase is an opportunity for NMDHSEM to better understand the natural hazards which affect your community and your vision for your community in the long term. Discovery allows the collection of community available data, the validation of the flood inventory data we have collected, and identification of opportunities to facilitate mitigation planning and implementation for further reduction of flood risk within the community. The findings identified in Discovery can provide information to enhance local mitigation plans, increase local awareness of flood risk to improve community outreach, and increase local resilience to floods.

The Goal
To partner with watershed communities to understand local perceptions of flood risk, on-going mitigation efforts, and proposed mitigation strategies. Through this two-way communication NMDHSEM can review the services available through the Mitigation Division and provide appropriate products and services to the communities within a watershed area.

The Partners
During Discovery, Earth Data Analysis Center (EDAC), UNM and the State will partner with:

- Community officials; including elected officials, floodplain administrators, engineers, watershed council representatives, planners, emergency managers, and GIS specialists
- Federal, State, and regional, non-profit organizations concerned with flooding or land use
- Other locally-identified stakeholders and community leaders

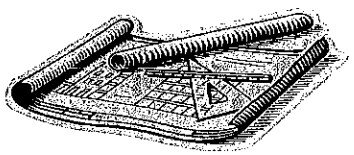
ENCL 8

The Engagement Plan and Prior to Discovery
Once communities provide EDAC with community available data, a Pre-Discovery Report is developed to share with the communities. Communities are requested to:

- Review and validate the data gathered to date
- Identify additional local participants to attend the Discovery Meeting
- Review and provide storm water drainage plans, floodplain management plans, and other community activities that relate to flood risk
- Review their local or multi-jurisdictional mitigation plan to identify areas for further discussion

The Discovery Meeting
Following the data collection efforts, a Discovery Meeting will be held during which participants will have an opportunity to:

- Discuss the vision for the future of their community & watershed, as well as the importance of mitigation planning and community outreach
- Discuss the community's flooding history, development plans, flood mapping needs and flood risk concerns
- Look for possible mitigation actions and opportunities that the community could implement
- Find synergies with other communities to reduce flood risk in the watershed
- Develop watershed partnerships



Local and National Flood Data Tell the Story
The data that NMDHSEM have available at the national and regional levels only tell part of the story. For a holistic picture of a community's flood risk, we rely heavily on information and data provided by the community itself. Because flood risk changes over time, this is a great opportunity to take a look at activities that impact your community's flood risks.

Data Request from Communities
Prior to NMDHSEM holding a Discovery, the goal is to identify a Point of Contact in the community to collect and review:

- ☐ Historical local flooding mitigation activities and grant projects, ongoing or planned
- ☐ Verifiable high-water marks located within the community
- ☐ Recent, ongoing, or proposed projects (culverts/bridges) since the previous map revision date
- ☐ Areas where there has been recent development or that are prone to future development
- ☐ Identify any flood control structures, such as berms, floodwalls, levees, or other types of channel improvements within your community
- ☐ Relevant reports or studies that include hydrology, hydraulics, survey, or LiDAR
- ☐ Boundary, hydrography, building footprints, parcel, and transportation GIS data layers
- ☐ People or agencies who are utilizing GIS technology in your community
- ☐ Persons or agencies who are collecting local survey data
- ☐ Primary flood mapping needs of your community
- ☐ Areas in your community with repeated flooding
- ☐ Areas where the community feels the Special Flood Hazard Areas are understated or inadequate
- ☐ Areas where the community feels that the Special Flood Hazard Areas are overstated
- ☐ Projects identified in your community's hazard mitigation plan to help reduce the risk of future flood damage
- ☐ Comprehensive community/regional land use or watershed plans
- ☐ Details of the current flood risk communication process

NMDHSEM and EDAC ask communities to share whatever data they have to provide as complete a picture as possible.

Why Is this Important?

Because flood hazards change over time, community engagement in the Discovery process provides a great opportunity for communities to take a comprehensive look at the factors that contribute to your community's and your watershed's natural hazard risk. In addition to providing another perspective, participating in this process will increase your understanding of your flood risk and help you identify proactive steps you can take to strengthen your community's ability to make informed decisions about reducing flood risk.

Data Available to NMDHSEM at the National/Regional Level

FEMA can access and review:

- ✓ FEMA-approved mitigation plans
- ✓ Previous flood studies
- ✓ Number of flood insurance policies
- ✓ Letters of Map Revision
- ✓ Letters of Map Amendment
- ✓ Average Annualized Loss (AAL) information
- ✓ Census data
- ✓ Federal and State disaster information

Important Contacts

State NFIP Coordinator
Bill Borthwick, CFM
william.borthwick@state.nm.us
(505) 476-9617

CTP Project Monitor
Jim Orwat, CFM
james.orwat@fema.dhs.gov
(940) 898-5302

FEMA Compliance and Insurance Specialist
Mayra Diaz
mayra.diaz@fema.dhs.gov
(940) 898-5541

State Hazard Mitigation Officer
Wendy Blackwell
wendy.blackwell@state.nm.us
(505) 476-9676

FEMA Mitigation Planning
David Reiff
david.reiff@fema.dhs.gov
(940) 898-5493

Earth Data Analysis Center
Michael Camponovo
mcamponovo@edac.unm.edu
(505) 277-3622 ext 228

State Dam Safety Officer
Charles Thompson, PE
nm.damsafety@state.nm.us
(505) 827-6122

FEMA Hazard Mitigation Grants
Brianne Schmidtke
brianne.schmidtke@fema.dhs.gov
(940) 898-7309

Rx Fire Briefing 7/10/14

SBRD Lincoln National Forest

Week of 7/07/14 – 7/10/14

Accomplishments

- No burning this week. Assessed units that are within the PJ Piles Rx Burn Plan. Tye is the greenest and best unit to start prescribed burning.

Complications

- None

Public Interest

- None

Narrative

- None

Activities planned for 7/14 – 7/20

- Tye Rx burn – 826 acres of machine piled P/J slash north of Capitan (east of hwy 246 and north of FR 142).
    - Ignitions may start on the 14th using the Veteran's Corps, District resources & possibly a BLM engine. If conditions remain favorable ignitions will extend through the week-end to allow for other CFRP collaborators (VFD's) to participate outside their regular work schedules.
    - Public interest is expected to be particularly high since this will likely be the first prescribed burn in the area this season and that the unit is large and is very visible to Capitan and area residents.

- Dan Ray is primary contact for Smokey Bear District Prescribed Burn questions or concerns: 575-937-7885.

ENCL 9

APPENDIX J: UNIT ADDENDUMS

TYE UNIT

Legal description:	T: 8S	R: 14E	Sec: 11, 12, 13, 14

Latitude:	33°37'18.054"N	Longitude:	105°32'10.772"W
Project Acres:	826	County:	Lincoln
Primary Unit Acres:	826	Drainage:	Gyp Spring Canyon
Low elevation:	6620	Average aspect:	South
High elevation:	7280	Average slope:	10-15%

Project Boundary
The unit covered in this RXBP is within the boundaries of the Smokey Bear Ranger District, Lincoln National Forest and is covered by the Tye Decision Memo. The project is north of FR 142, South of FR 489, East of Hwy. 246 and West of FR 401.

Tye Unit Specific Concerns:

Smoke Reg. #: 14FIIF0025

Class 1 Airsheds: White Mt. Wilderness is 11 miles Northeast of the unit.

Populations: Residents along FR 142 will be the most likely affected by smoke.

Major Roads: Hwy. 246 about 1 mile to the west of the unit.

Airport: The airport is about 8 miles South of the unit.

Wildlife: There is a trick tank close to the east boundary of the unit.

Heritage: There are sites to be protected. Slash piles are located away from sites.

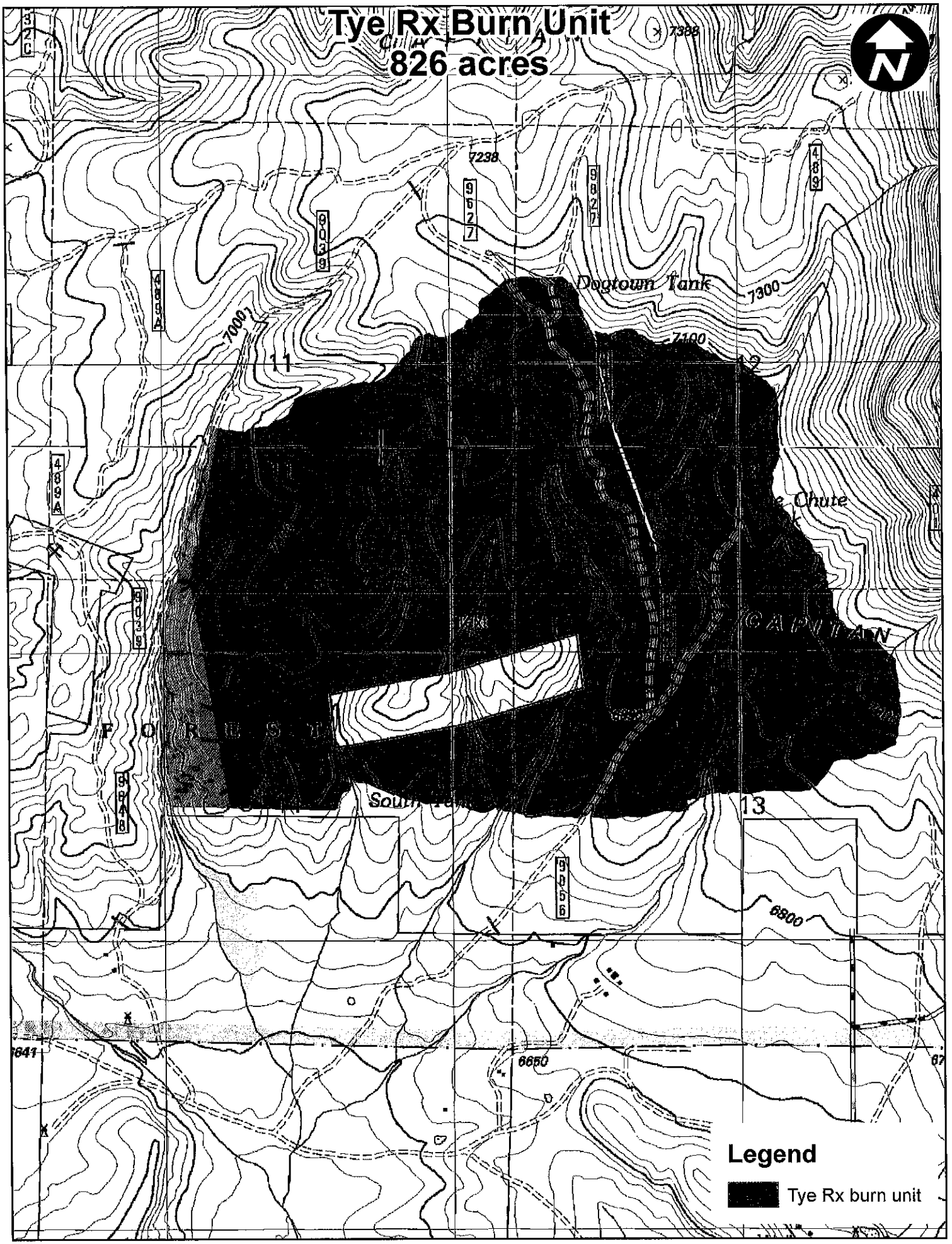
Range: The unit is within the Divide allotment. Livestock & improvements will be protected.

Watershed / Soils: Slash in arroyos should not be lit.

Recreation/ Public Use: Game hunt schedules will be considered.

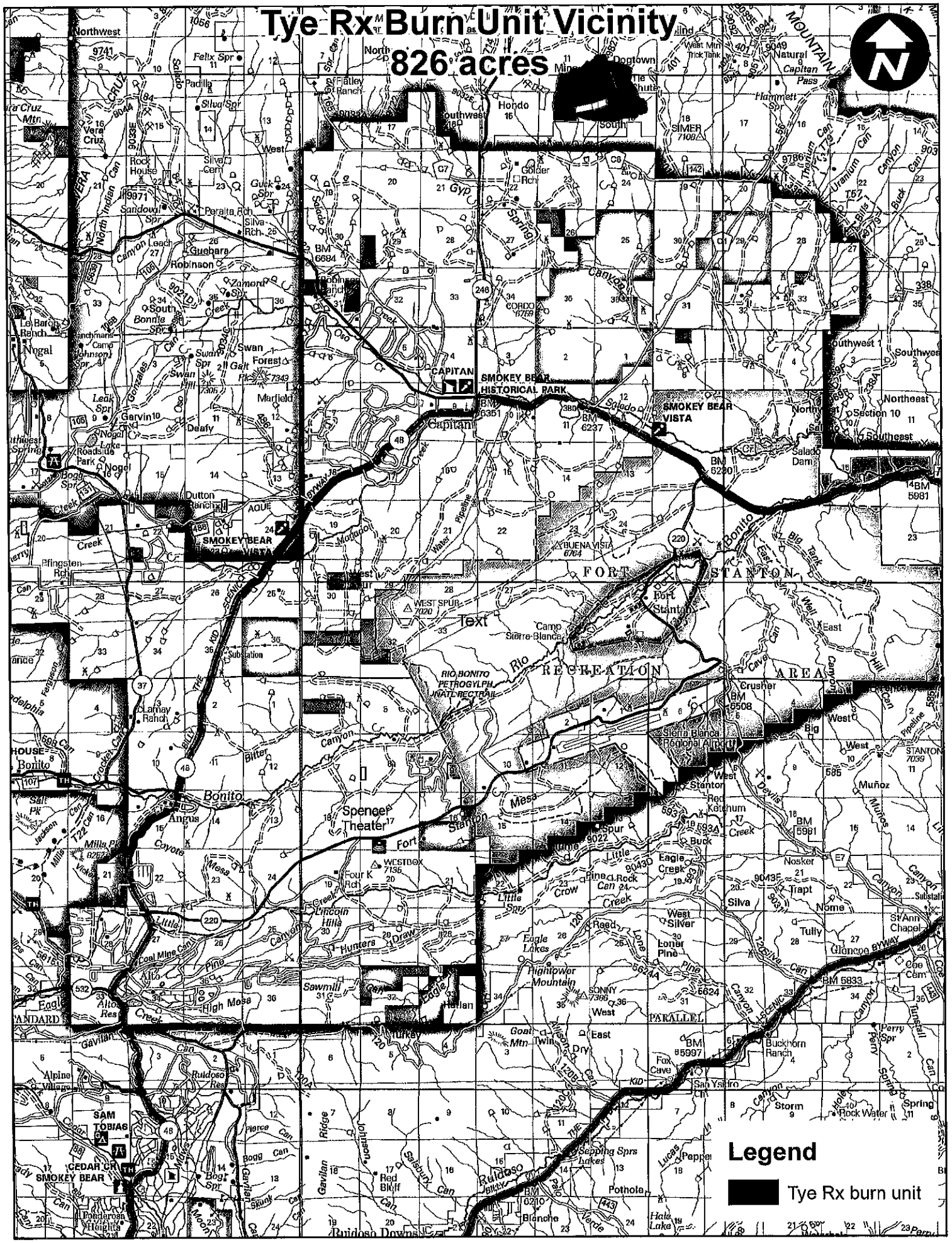
Hazards:

- Long and slow drive to medical facilities if needed.
- Fences run through the project along with old barbed wire strung through trees and coiled up on the ground which may cause flat tires and hazards to ATV & UTV operators.
- Most of the unit is very accessible by UTV and ATV; however, there are arroyos which may have limited spots for crossing.
- Terrain is gentle but there is a lot of loose rock & debris which may pose a hazard to vehicles and people on foot.


Tye Rx Burn Unit
826 acres
N
7388
7238
Dogtown Tank
7300
7100
7000
11
12
13
Chute
CAPITAN
FOR
South Tank
6800
6650
Legend
Tye Rx burn unit

Tye Rx Burn Unit Vicinity

826 acres



Revised: June 27, 2014

TENTATIVE AGENDA
for the
JOINT MEETING
of the
NEW MEXICO FINANCE AUTHORITY OVERSIGHT COMMITTEE
and the
WATER AND NATURAL RESOURCES COMMITTEE

July 1, 2014
Science and Technology Park Rotunda
University of New Mexico
Albuquerque

Tuesday, July 1

9:30 a.m. **Call to Order and Welcome**
—Senator Joseph Cervantes, Chair, New Mexico Finance Authority (NMFA) Oversight Committee
—Representative George Dodge, Jr., Chair, Water and Natural Resources Committee

9:40 a.m. **Welcome from the University of New Mexico (UNM)**
—Robert G. Frank, President, UNM

10:00 a.m. (1) **Overview of Water Project Fund Financing**
—Marquita D. Russel, Chief of Programs, NMFA
—Jon Boller, Staff Attorney, Legislative Council Service

10:30 a.m. (2) **Water Trust Board: A Review of Planning, Spending and Outcomes**
—Jonas Armstrong, Program Evaluator, Legislative Finance Committee (LFC)
—Jon Courtney, Program Evaluation Manager, LFC

11:00 a.m. (3) **Water Project Fund Application and Approval Process**
—Bill Fulginiti, New Mexico Municipal League
—John Gasparich, Former Chief Executive Officer, NMFA
—Richard Rose, Director of Water Resources, Water Resources Allocation Program, Office of the State Engineer
—Marquita D. Russel, Chief of Programs, NMFA
—Blanca Surgeon, Rural Development Specialist, Rural Community Assistance Corporation New Mexico

12:30 p.m. **Committee Discussion and Questions (Working Lunch)**

ENCL 10

2:00 p.m. (4) **Water Trust Board Composition**

—Tom Clifford, Secretary, Department of Finance and Administration
—Debra Hughes, Executive Director, New Mexico Association of Conservation Districts
—Marquita D. Russel, Chief of Programs, NMFA

3:00 p.m. (5) **Federal-State-Local Cooperation in Forest Watershed and Fire Management — The Necessity of Long-Term Forest and Watershed Management Planning**

—Tony Delfin, New Mexico State Forester
—Calvin Joyner, Regional Forester, Third Region, United States Forest Service (Invited)
—Laura McCarthy, Director of Conservation Programs, New Mexico Field Office, The Nature Conservancy
—Brent Racher, President, New Mexico Forest Industry Association
—Kent Reid, Director, New Mexico Forest and Watershed Restoration Institute
—Nita Taylor, Lincoln County Manager

4:30 p.m. (6) **Status of the Water Trust Fund**

—Charles Wollman, State Investment Council

5:00 p.m. **Recess**

New Mexico
Legislature

WATER & NATURAL RESOURCES COMMITTEE HANDOUTS

7/1/2014

- **Item 1**
  - Overview of Water Project Fund Finanaing
- **Item 2**
  - Water Trust Board Planning, Spending, and Outcomes
- **Item 3**
  - Funding for Rural Small Water Systems
  - NMFA - Projects Recommended for Water Project Fund Funding
  - NMFA - Water Project Fund and Approval Process
- **Item 4**
  - Reforming Capital Outlay for Water Project Infrastructure
  - Summary of Major Water Trust Board Legislation
- **Item 5**
  - EMNRD Watershed Restoration Projects
  - Forests and Watersheds Newsletter
  - Impact of Wildfires on County Life and Government
  - Letters of Support for Forest and Watershed Restoration Efforts
  - N.M. Forest and Watershed Restoration Institute
  - U.S. Forest Service - Forest Watershed and Fire Management
- **Item 6**
  - Water Trust Permanent Fund Status Update
- **Item 8**
  - GrantCoRegionalWaterPlan
- **Item 9**
  - Drought Status and Outlook Dubois

4. **Lincoln County and Its Long-Term Commitment to Forest/Watershed Restoration** Presentation – Dr. Brent Racher, New Mexico Forest Industry Association. See *Enclosure 6*. Dr. Racher will discuss the need to make a long-term commitment to achieving forested watershed restoration at an accelerated pace, and the accompanying required financial commitment.

5. **Risk Mapping, Assessment and Planning ("MAP") Program.** FEMA, in partnership with New Mexico Department of Homeland Security and Emergency Management ("NMHSEM") has selected the Rio Hondo Watershed for the initial step in the Risk MAP process called "Discovery. *See Enclosure 7*. The goal of Discovery is to gain a more holistic picture of the flood hazard within the Rio Hondo watershed, collect data to validate flood risks, identify opportunities to facilitate mitigation planning and aid local communities in identifying further actions to reduce flood risk across the watershed. Mr. Michael Camponovo of Earth Data Analysis Center, UNM, will be in the County on Monday, July 14th to start working with the local team. See ***Enclosure 8*** for RiskMAP Pre-Discovery Newsletter for the Rio Hondo watershed, New Mexico.

6. **Update from South Central Mountain RC&D Forester, Rick Merrick.** Forester Rick Merrick may be in attendance to provide an update on prescribed burns for the CFRP. *See Enclosure 9*.

1. **Water & Natural Resources (Chair Phil Griego) and New Mexico Finance Authority Oversight Committee Joint Meeting.** This joint committee meeting addressed solely water related issues. *See Enclosure 10* for Agenda and list of handouts. Manager participated in panel discussion – Agenda Item No. 5 – ***Federal-State-local Cooperation in Forest Watershed and Fire Management – the Necessity of Long-Term Forest and Watershed management Planning.*** See *Enclosure 11* for Handout – "*Impact of Wildfires on County Life and Government – Lincoln County Experience & Perspective.* See additional handouts at the following link, or a copy will be provided to you on request. http://www.nmlegis.gov/lcs/committee_handout_list.aspx?CommitteeCode=WNR&Date=7/1/2014

www.lincolncountynm.net

IMPACT OF WILDFIRES ON COUNTY LIFE AND GOVERNMENT

LINCOLN COUNTY EXPERIENCE & PERSPECTIVE

1. WHEN THE WILDFIRE COMES
   - **During the last 10 years, Lincoln County has been faced with five wildfires of 500 acres or greater, burning approximately 225,000 acres of land:**

2004	Peppin Fire	67,359
2009	Number 5 Fire	931
2011	White Fire	10,334
2011	Donaldson Fire	101,563
2012	Little Bear Fire	44,351

   - **Immediate Steps to Take**
     - Work side-by-side with Fire-fighting response team;
     - Identify homes / structures in danger (eventually lost): Little Bear fire destroyed 254 structures; 242 of which were homes;
     - Establish messaging and implement Code Red Reverse E911 Emergency Notification System;
     - Identify and take full advantage of Partners:
       - Establish shelter locations and assignment/monitoring processes (churches, schools, disaster support organizations) in the case of evacuations;
       - Identify and act on potential health impacts – State Agencies; local Emergency Medical Teams;
       - Set up call centers; prepare script;

2. AFTER THE WILDFIRE
   - **Assess impact on local economy**; develop steps and media plan to inform the public of county and municipal health to ensure continued recreational opportunities to residents and tourists;
   - **Assess watershed and water source damage and potential for flooding**: Little Bear Fire resulted in high severity burn conditions across White Mountain Wilderness, including headwaters of Bonito Creek, Blue front and South Fork Bonito Creek;
     - These watersheds drain into the Rio Bonito watershed and Bonito Lake, which drains into the communities of Alto and Angus and provides 60% of municipal water for the City of Alamogordo and Holloman Air Force Base;
     - All of these population centers are situated in the floodplain;
     - Changes in runoff response compounded by sediment bulking are issues of serious concern for downstream values of human life and property.
   - **Establish Local Incident Command Team to Identify and Initiate Clean-up and Recovery Steps:**
     - Assess Funding Availability for Clean-up and Recovery: County's good financial health enabled the immediate commencement of work;
     - Accessed FEMA Disaster Recovery Funding
     - Accessed Governor's Executive Order
     - Received State Board of Finance Emergency Grant
     - Received NRCS funding for specific projects

ENCL 11

3. **WHAT COUNTIES NEED**
   - Proactive forest management that will minimize/prevent wildfires
     - Development and maintenance of strong, positive relationships among local and federal governmental agencies with establishment of consistent goals;
   - Maintenance / growth of local economy and values.
     - Agriculture
     - Hunting & fishing
     - Tourism
     - Wildlife
     - Scenery
     - Economic development
   - Economic-based activity created by proactive forest management
     - New Mexico businesses and jobs performing forest treatments;
     - New Mexico businesses and jobs related to making products from the wood available from forest treatment;
   - Functioning watersheds which provide clean, reliable water supplies to municipal and agricultural water users in the forested areas, as well as downstream.

4. **HOW TO GET THERE**
   - Coordination and collaboration among local, state and federal governments; legislative partnerships; special interest groups (Little Bear Forest Reform Coalition) and citizens;
   - Everybody pitching in to achieve a common goal;
   - Recognition of the unique needs and circumstances of each area in the state in the development of ongoing processes;
   - Obtain NMAC support of Water Fund Comprehensive Plan which includes Wildfire and Water Source Protection effort;

LINCOLN COUNTY
www.lincolncountynm.net

County of Lincoln

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

AGENDA ITEM NO. 12

July 8, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Lodger's Tax Applications

Purpose: Consideration and Action on Lodger's Tax Applications

At its May 16th meeting, the Commission recognized the funding level of the Lodger's Tax Fund and limited its approval to two requests for funding:

1. Funding Request: $4,550.29; Art Loop July 4-6, 2014; Application 1715
2. Funding Request: $ 5,000.00; Fort Stanton Live July 11-13, 2014

Following are the pending Lodger's Tax Committee's funding recommendations:

1. **TABLED:** Funding Request: $ 1,000.00; Christmas Jubilee November 7-9, 2014
2. **TABLED:** Funding Request: $ 2,800.00; Ruidoso Grindstone Trail Runs July 26, 2014
3. **TABLED:** Funding Request: $ 10,000.00; True Enchantment Tourism Board March 1, 2014-February 28, 2015
4. Funding Request: $3,000; Tour De Ruidoso – September 2014

The total amount of funding for Commission consideration this month is **$17,800.**

Per Enclosure A:

Total Advertising Budget Amount for FY13/14	$130,367.00
Total Awarded to Date	$ 129,271.37
Balance of Budget not yet awarded	$ 1,095.63

The FY13-14 budget is very nearly spent. While the new incoming lodgers' tax receipts are estimated to be $50, 120, once combined with an estimated carryover of $17,400, approximately $67,520 will be available for FY14-15 funding requests. This number will change once end-of-year adjustments have been approved by the Commission

Recommendation: Consider awarding some funding, not to exceed the current cash balance of **$17,388.92.**

LODGER'S TAX COMMITTEE AWARDED FUNDS

FISCAL YEAR 2013-2014 June 2014

LODGERS COMMITTEE Meeting Date	App. #	Organization / Contact Person	Amount Requested	COMMISSIONDate Approved	Date EXPENDED	Amount EXPENDED	Remaining Encumberence	UNUSED AWARDED AMOUNT
01/23/13	1246	Smokey Bear Hometown Assoc./Linda Wallace	$7,500.00	02/19/13	10/10/13	$7,500.00	0.00	
03/26/13	1687	CP6 Aspencash Motorcycle Rally	$3,500.00	04/15/13	10/18/13	$3,500.00	0.00	
	1689	Ruidoso Sprint Triathalon/Bicycle Ruidoso/Frederic Moras	$2,200.00		07/11/13	$2,200.00	0.00	
03/26/13	1690	Ski Run Road Challenge	$1,500.00	04/15/13	08/07/13	$1,500.00	0.00	
03/26/13	1692	Lincoln Pageant and Festival	$19,000.00	04/15/13	07/30/13	$7,670.67		
		Old Lincoln Days			09/24/13	$6,219.26		
		Old Lincoln Days			11/15/13	$783.20	0.00	4,326.87
04/30/13	1694	Chamber Music Festival/Lynn Kidder	$2,000.00	05/14/13	12/27/13	$2,000.00	0.00	
04/30/13	1695	Alto Artists Studio/Sue Soden	$1,500.00	05/14/13	11/22/13	$1,500.00	0.00	
05/28/13	1696	Carrizozo Chamber of Commerce	$500.00	05/28/13	08/28/13	$365.23	0.00	134.77
05/28/13	1698	Carrizozo Music in Parks	$4,000.00	06/25/13	10/30/13	$686.59		
					12/31/13	$826.16	0.00	2,487.25
06/11/13	1699	Fort Stanton Live	$5,000.00	06/26/13	08/13/13	$4,378.28		
					11/07/13	$621.72	0.00	1,705.32
07/02/13	1700	Carrizozo Chamber of Commerce	$200.00	03/18/14	01/31/14	$125.00	0.00	75.00
07/02/13	1701	Carrizozo Chamber of Commerce	$1,000.00	07/16/13	10/22/13	$921.25	0.00	78.75
07/02/13	1702	Bicycle Ruidoso	$2,500.00	07/16/13	10/31/13	$2,500.00	0.00	
07/02/13	1703	Lincoln County Cowboy Symposium	$5,000.00	07/16/13	02/13/14	$5,000.00	0.00	
07/30/13	1704	Ruidoso Valley Greeters/Linda McKinley, Beth Leonard	$1,000.00	08/20/13	12/06/13	$1,000.00	0.00	
11/07/13	1705	High Mesa Studio Tour/Linda Carpenter	$2,000.00	08/20/13	05/16/14	$2,000.00	0.00	
11/07/13	1706	Carrizozo Music in the Park/Elaine Brannen	$2,000.00	12/13/13	03/28/14	$440.00		
					04/24/14	$736.44		
					05/30/14	$112.00	711.56	
11/07/13	1707	Adventure Mktg-Ruid. Visitor's Guide/Lajuana Martinez	$5,000.00	12/13/13	12/06/13	$5,000.00	0.00	
01/28/14	1708	Lincoln Pageant-Old Lincoln Days/Kristi Morrow	$18,901.37	12/13/13			18,901.37	
02/25/14	1709	Ruidoso Sprint Triathalon/Bicycle Ruidoso/Frederic Moras	$1,900.00	02/18/14	06/06/14	$580.08	0.00	1,319.92
02/25/14	1710	Aspencash Motorcycle Rally/Cp6 Patric Pierson	$5,000.00	03/18/14	06/06/14	$5,000.00	0.00	
02/25/14	1711	Golden Aspen Rally/Cp6 Patric Pierson	$5,000.00	03/18/14			5,000.00	
02/25/14	1712	Lincoln Merchants Assoc. Brochure/Elaine Brannen	$8,500.00	03/18/14	05/09/14	$3,585.00		
					06/11/14	$3,988.87		
					06/30/14	$926.13	0.00	
02/25/14	1713	Hondo Iris Farm/Hondo Iris Festival/David Hall	$2,500.00	03/18/14	06/06/14	$2,500.00	0.00	
02/25/14	1714	Smokey Bear Days/Smokey Bear Assoc./ Bennie Long	$13,570.00	03/18/14			13,570.00	
03/25/14	1715	Art Loop July 4-6-14	$4,000.00	05/20/14	06/11/14	$4,000.00	0.00	
03/25/14	1717	Ft Stanton Live july 11-13-14	$4,500.00	05/20/14			4,500.00	
fy13/14	BB 0155	Lease for Billboard inv#155650			06/02/14	$611.00	0.00	
		Amount awarded:	$129,271.37		Amount Expended	$78,776.88	42,682.93	10,127.88

ADVERTISING BUDGET AMOUNT FOR FY 13/14:	$130,367.00
Awarded to date:	$129,271.37
Amount Expended:	$78,776.88
Balance of Budget not yet awarded:	$1,095.63

BEGINNING CASH BAL.	85,347.42
REVENUES RECEIVED	57,795.22
ADMIN. EXPENSES	-144.53
AUDIT EXPENSES	-2,444.06
EXPENDED ADVERTISING	-80,482.20
ENCUMBERED	-42,682.93
CASH BALANCE	17,388.92

ENCL A

Lincoln County
Lodgers Tax Committee
Regular Meeting

James Hobbs, Tourist Related
Sue Hutchison, General Public
David Vigil, Lodging Industry
Alice Seely, Tourist Related
Victor Garrison, Lodging Industry

AGENDA

Village of Capitan (Council Chambers) Capitan, New Mexico
Tuesday, March 25, 2014 @ 10 A.M.

1. Call to Order

2. Roll Call

3. Approval of Minutes: February 25, 2014 Regular Meeting

4. Funding Request: $5,400.00
   Purpose: Art Loop
   Date(s) of Event: July 4-6, 2014
   Presenter: Ronda Dougherty/Lincoln County Art Loop

5. Funding Request: $ 1,000.00
   Purpose: Christmas Jubilee
   Date(s) of Event: November 7-9, 2014
   Presenter: Linda Mckinley/Ruidoso Valley Greeters

6. Funding Request: $ 5,000.00
   Purpose: Fort Stanton Live
   Date(s) of Event: July 11-13, 2014
   Presenter: Larry Auld/Fort Stanton, Inc.

7. Funding Request: $ 2,800.00
   Purpose: Ruidoso Grindstone Trail Runs
   Date(s) of Event: July 26, 2014
   Presenter: Frederic Moras/Ski Run Road Challenge

8. Funding Request: $ 10,000.00
   Purpose: True Enchantment Tourism Board
   Date(s) of Event: March 1, 2014-February 28, 2015
   Presenter: Jim Boswell/Carrizozo Works, Inc.

9. Acceptance -
   A. Lodgers Tax Report – Lodger's Tax Report February 2014

10. Acceptance –
    A. Budget Report Ending February 28, 2014

11. Other Items (for discussion only - no action will be taken)
    A. Outstanding Purchase Orders as of February 28, 2014
    B. Awarded Funds Summary – February 2014

12. Next meeting:
    A. April 19, 2014 Regular Meeting

10. Adjourn

RECEIVED

FEB 25 2014

ADMINISTRATION
LINCOLN COUNTY NM

February 18, 2014

County of Lincoln
P. O. Box 711
Carrizozo, NM. 88301-0711

Re: Application for Lodgers Funds

Dear Sir or Madam:

Enclosed is an application for Lodgers Tax funds for 2014 Ruidoso Christmas Jubilee. Attached to the application are (1) results, of the random survey taken at the 2013 Jubilee; (2) the actual amounts spent for advertising for 2013; (3) the budgeted amount for the 2014 advertising and (4) a sample of the artwork used in all advertising.

We are changing printing companies for the 2014 advertising year and we expect that printing costs will increase. We are requesting the amount of $1,000.00 to help defray our expenses. We appreciate the assistance you have provided us in the past and respectfully request your help in 2014.

If you have any questions or concerns about our request please contact Linda McKinley at 336-7632 or lmckinley@windstream.net

Sincerely,

Linda McKinley

Linda McKinley, advertising Chairman
Ruidoso Valley Greeters Christmas Jubilee
575-336-7632 or 575-937-1492
lmckinley@windstream.net

County of Lincoln

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

www.lincolncountynm.net

NAME OF EVENT: Christmas Jubilee DATE(S) OF EVENT: Nov. 7, 8, + 9

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

AMOUNT REQUESTED: $ 1,000.00

DESCRIBE EVENT BACKGROUND & RATIONALE: Christmas Jubilee is held to entice visitors to our area during a slow time for lodgers + venders. Ruidoso Greeters is a nonprofit organization composed of volunteers and this is our only fund raising event.

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? Posters, rack cards, book marks, print media, radio, Internet, banners + any free ads we can find.

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? Adult admission is counted by admission fees and a random survey is conducted. Active military and children are free and not counted

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A LINCOLN COUNTY LODGER? ____ YES ____ NO HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED? We have a link to all lodging in Lincoln County.

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY? 80 %

WILL YOU HAVE A WEBSITE FOR YOUR EVENT? X YES ____ NO

FUNDS WILL BE USED FOR:

NEWSPAPER ADVERTISING:	$ 3,000.
RADIO:	$ 200
MAGAZINE:	$ 800
INTERNET:	$ 500
PRINTING:	$ 2000
OTHER:	$ 2000
TOTAL:	$ 8500

* all of the newspapers ads has extensive advertising on the Internet.

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

RULES AND REGULATIONS

I understand that these are public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow up report with a financial statement within (90) days following the event or I could forfeit the funds. Funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission (Governing Body). I also understand that approved funding amounts may differ from the amount requested on the application.

NAME (PRINT) OF APPLICANT MAKING REQUEST: Linda McKinley	
SIGNATURE OF APPLICANT: Linda McKinley	
ADDRESS/CITY/ZIP: 126 Mira Monte Rd. Alto, NM 88312	
PHONE: 575-336-7632	EMAIL ADDRESS: lmckinley@windstream.com
DATE SUBMITTED: 2-24-14	PRESENTED AT MEETING ON:

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

	A	B	C	D	E	G
1	Advertising Budget and Costs for 2013 Christmas Jubilee					
2	PAY TO:	for:	Budget	Actual	Tax	Paid
3	**Copy Rite**		$ 8,500.00			11/2/2013
4		Rack Cards		$ 344.52		
5		Book marks		$ 168.00		
6		Posters		$ 150.00		
7		Misc. graphics		$ 50.00	$ 61.45	
8	**EJ Enterprise**	New banner		$ 175.00		10/10/2013
9	**Ruidoso Web Corp**	Special promo		$ 400.00		10/29/2013
10	Website changes			$ 45.00	$ 3.88	10/29/2013
11						
12	**Ruidoso News**					11/22/2013
13	Ruidosonews.com	pencil ad		$ 150.00	$ 12.94	
14	elPasotimes.com	40,000 impressions		$ 280.00		
15	lascrucessunnews.com	20,000 impressions		$ 200.00	$ 17.25	
16	LC My Las Cruces	3colX6" color ad	11/9/2013	$ 216.00	$ 16.34	
17	Al Hollogram	3colX5"B&W	11/7/2013	$ 187.50	$ 14.30	
18	El Paso times	2colx4" B&W	11/6/2013	$ 800.00		
19			11/7/2013			
20			11/8/2013			
21	EL Paso HotTicket	2colx4" B&W	11/6/2013	0		
22	RuidosonewsDisplay	3colx10.5"color	11/6/2013	$ 280.90	$ 24.22	
23			11/8/2013			
24	Ruidoso Vamonos	3colcx10.5"color	11/6/2013	$ 220.50	$ 19.02	
25			11/8/2013			
26	**Go Daddy**	Hosting Renewal		$ 71.88		7/23/2013
27	(2 years)	.com renewal		$ 26.02		
28	(2 years)	.net renewal		$ 34.34		
29	(2 years)	.org renewal		$ 34.66		
30	**Roswell Daily Record**	Oct. Vision II	10/17/2013	$ 133.79	$ 9.53	11/22/2013
31	**MTD Publishing**					11/22/2013
32	Radio ads	5 Radio Spots	11/5-11/9/13	$ 300.00	$ 25.87	
33	Zine Magazine	4.92x10.4" (V) FC	11/6/2013	$ 220.00		
34		1/4 page (V) FC	10/30/2013	$ 145.00	$ 12.50	
35	Spot "G" Ros	160 x 600	10/25/2013	$ 75.00	$ 6.46	
36	Half Page Zine Mag		10/30/2013	$ 220.00	$ 18.97	
37						
38	**Southwestern Advert**	deliver rack cards		$ 158.53		11/25/13
39						
40	**Lincoln Pageant**	brochure for		$ 90.00		3/21/13
41	Lincoln County Days					
42						
43	**TOTAL ALL ADVERTISING**			**$ 5,176.64**	**$ 242.73**	**$ 5,419.37**

Greeters 1
2013 Christmas Jubilee
November 8, 9, & 10

Attendance and Survey Results

Attendance:	Total Paid Attendance:	4,554
	Active Military & Families Free:	153
	Children Under 12 free:	
	Santa Room Addencance:	493

*How they heard about the event: Local, El Paso, Roswell, & Las Cruces Newspapers , Internet, Banners, Flyers, Posters, AAA Magazine, Book Marks and word of mouth. Besides paid advertising, we made use of many free ads in publications statewide and

in Texas. It was advertised on the Marquee of the Chamber and First National Bank. We used paid radio ads to reach eastern New Mexico and west Texas and Free radio announcements and interviews on local stations. Besides the rack cards and book marks, we increased the the poster amount. We placed the posters around town and in

the surrounding communitees

*Where they Stayed: The Lodge, Best Western Motel, Cozy Cabins, Holiday Inn, Champion Run, Time-shares, Cloudcroft, Super 8 Motel, Rainbow Lake RV Resort, Riverside RV Park, second home, with friends and family.

*Where they lived: Local, Capitan, Las Cruces, El Paso, Roswell, Dexter, Deming, Lovington, Tularosa, Cloudcroft, Mescalero, Lincoln, Albuquerque, Belen, T or C, Socorro, Santa Fe, Estancia, Hobbs, and Artesia.

*Texas: Dallas, Austin, Houston, San Antonio, Kerrville, Midland, Odessa, Lubbock, Plainview, Hereferd, and Seminole

*Other States: Nevada, Arizona, Alabama, Virginia, New York, Kansas, North Dakota, Colordo, Oklahoma, California, Florida,

*Countries: Mexico, Canada

Greeters

2014 Advertising

Online Advertising	$1,000.00
Printing Advertising	5,000.00
Radio Advertising	200.00
Website	150.00
Other Advertising	1,000.00
	$7,350.00

2013 Ruidoso Christmas Jubilee

Presented by
Ruidoso Valley Greeters

A Shopping Extravaganza
80 Local Merchants
& Food Court

Ruidoso Convention Center
November 08, 09, & 10

Friday Noon - 6 PM
Saturday 10 AM to 6 PM
Sunday 11 AM to 4 PM

ACTIVITIES FOR THE CHILDREN
Story Telling & Visit with Santa
Saturday 10 AM to 4 PM , Sunday 12:30 PM to 3 PM

For Information, call (575) 336-4877
www.ruidosochristmasjubilee.net

Ruidoso Valley Greeters
Ruidoso

ADVERTISING

FOR RUIDOSO VALLEY GREETERS

2013

	A	B	C	D	E	G
1	Advertising Budget and Costs for 2013 Christmas Jubilee					
2	PAY TO:	for:	Budget	Actual	Tax	Paid
3	**Copy Rite**		$ 8,500.00			11/2/2013
4		Rack Cards		$ 344.52		
5		Book marks		$ 168.00		
6		Posters		$ 150.00		
7		Misc. graphics		$ 50.00	$ 61.45	
8	**EJ Enterprise**	New banner		$ 175.00		10/10/2013
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*Texas: Dallas, Austin, Houston, San Antonio, Kerrville, Midland, Odessa, Lubbock, Plainview, Hereferd, and Seminole

*Other States: Nevada, Arizona, Alabama, Virginia, New York, Kansas, North Dakota, Colordo, Oklahoma, California, Florida,

*Countries: Mexico, Canada

LINCOLN COUNTY LODGERS TAX FUND APPLICATION

Name of event: RUIDOSO GRINDSTONE TRAIL RUNS

Date(s) of event: 07/26/14 **#Attendees**: 45-75

Name of organization applying for funding: Frederic Moras

Amount requested: $2800

Event rationale: Promote the multiple use trails at Grindstone Lake with an event. A nice "cool" alternative for runners in the middle of the Summer (especially from El Paso) who want to keep training for other races. (no other event on the running calendar in El Paso, Las Cruces & Albuquerque is competing).

How will you advertise & market the event? Email list of runners for the SRRC since 2007. Use of social media like Facebook page (SRRC has a page). Rack cards & posters will be send to El Paso & Albuquerque to running stores. Newspaper add in El Paso Scene. (June & July). The event will be posted on calendar of events in El Paso (raceadventuresunlimited.com); Albuquerque (abqroadrunners.com) and nationally on ultrasignup.com.

How will attendance & origin be measured? Email & snail mail registration data.

Have you discussed special room packages with a Lincoln County lodger? In process with Hotel Ruidoso or Confort Inn.

What percentage of your media budget will be used outside Lincoln County? 95%

Will you have a website for your event? Ultrasignup.com

Marketing Expenses

NEWSPAPER 500

TEE SHIRT 1500

INTERNET 300

PRINTING 500

TOTAL: $2800

RECEIVED
MAR 14 2014
ADMINISTRATION
LINCOLN COUNTY NM

Name of applicant: Frederic Moras, P.O. Box 561, Ruidoso, NM 88355

2/25/14

Outdoor Participation

Special Report on Trail Running 2010

This download is available to everyone for free.

As Americans strive to incorporate daily exercise into their schedule, trail running provides a uniquely rewarding outdoor experience that gives participants an opportunity to escape the urban and suburban environments as well as stay fit. This information is found in the 2010 Special Report on Trail Running released by The Outdoor Foundation, in partnership with Montrail. This the first time a special report on trail running has been produced by The Outdoor Foundation.

The 2010 Special Report on Trail Running presents detailed information on participation by gender, age, ethnicity, income, education and geographic region. It also provides data on "crossover" sports and common barriers to entry which is critical information needed by outdoor businesses, communities and non-profits working to connect Americans with the outdoors.

Key Findings:

Trail Running Participation

4.8 million Americans ages 6 and older participated in trail running in 2009.

In 2009, trail running participants made 153.7 million outings, averaging 31.8 days per participant.

More than 82% of trail running participants also participate in road running.

13.1% of trail runners tried the sport for the first time in 2009.

Demographics

63.5% of all trail runners are male and 36.5% female.

The 25 to 44 age group makes nearly half (48.9%). The 18 to 24 and over 45 age groups come in next (20% and 20.8% respectively). This is a fairly young demographic with 80% of trail runners being under 45 years of age.

Over 86% of trail runners have a household income over $50,000, with 31.5% in an income bracket over $100.000.

Over half (51.9%) of trail runners are college graduates.

Participation in Other Outdoor Activities

98.4% of trail runners participate in another outdoor activity with the most popular choices being running or jogging on pavement (82.6%), day hiking (52.3%), bicycling (50.8%) and camping (43.5%).

Motivations and Barriers

Friends and parents are the most influential in introducing trail runners to outdoor activities.

Relaxation and a way to get exercise are the top two reasons cited by trail runners for participation in outdoor activities.

A lack of time is the number one reason trail runners don't get out more often. A lack of interest and a lack of money for equipment are also reasons.

BUDGET 2014
RUIDOSO GRINDSTONE TRAIL RUNS
SATURDAY, JULY 26, 2014

Internet	
- Ultrasignup.com	300
Newspaper: El paso scene	500
Rackcards & posters	500
Portable toilets	220
Trophies: Bears	275
Other	280
Tee shirts	1500
Postage	100
Food	600
Village permit	150
Equipment rental	150
USA Track Field	150

Total: $4725

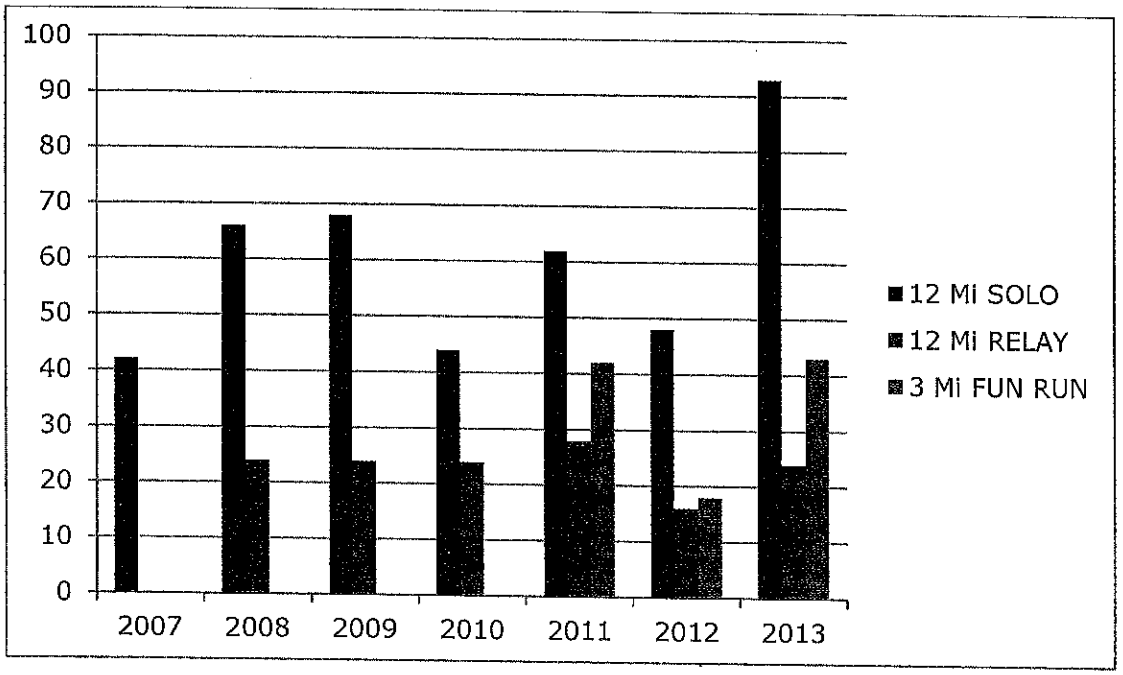
BUDGET 2013
Ski Run Road Challenge
Saturday, July 27, 2013
12M Solo, 12M Relay, 3M Fun Runs

Advertising		**Was**
- Internet:		
- Active.com	2077.50	1910.88
- Website	400	434.50
- Newspaper: El Paso Scene :	700	468
- Rackcards & Posters	500	418.18
- Radio	900	0
- Portable toilets	400	211.38
- Trophies Bears	300	256
Pint glasses		265.08
- Tee shirts	1300	1274
- Postage	100	26.87
- Office supplies & supplies	150	0
- Transportation	200	100
- USATF sanctioning	80	100
- Food	700	*na
- Village permit	50	50
- Equipment rental & driver		137

TOTAL: 7857.5

*estimate

not available yet.


100
90
80
70
60
50
40
30
20
10
0
2007
2008
2009
2010
2011
2012
2013
12 Mi SOLO
12 Mi RELAY
3 Mi FUN RUN

www.lincolncountynm.net

County of Lincoln

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

NAME OF EVENT: **TRUE ENCHANTMENT TOURISM BOARD** DATE(S) OF EVENT: **3/1/14 to 2/28/15**

NAME OF ORGANIZATION(S) APPLYING FOR FUNDING: Carrizozo Chamber of Commerce, 501 (c) 6_____

AMOUNT REQUESTED: **$_10,000.00**_____

DESCRIBE EVENT BACKGROUND & RATIONALE:

While total tourism revenues are growing in New Mexico, tourism in Lincoln County has been declining since 2007 and businesses, communities, and vitality have suffered. **True Enchantment Tourism Bureau** (TETB) focuses on promoting tourism in communities from Tularosa to Corona and Carrizozo to Hondo, using website, e-marketing, consolidated events calendar, flyers, print advertisement, and radio outside a 60 mile radius to attract new tourism. To date, numerous nonprofits (7) and businesses (13) have already subscribed in this worthwhile effort to promote business, taxes, and jobs. The NM Cooperative Marketing Grant to TETB also provides matching funds for approved marketing in the amount of $1 for every $2 spent; approved cooperative marketing occurs under the **New Mexico True** brands and formats. (see attached)

The fact of the matter is that tourism has been down in Lincoln County since 2007 with no end in sight. Surrounding states of CO, AZ, UT, and TX spend 1.5X to 6X more in tourism marketing than NM, they capture 2X more transient tourism than NM, and they convert 3X more first time tourists to repeat tourists than NM. NM is 36th priority as a US tourist destination. Businesses and towns are ineffective marketing on their own, even with a wealth of tourism opportunity. Something has to be done now, and it cannot be done alone.

We think it only appropriate that **Lincoln County participate in this worthwhile effort to promote business, taxes, and jobs.**

HOW WILL YOU ADVERTISE AND MARKET THE EVENT?

Website, e-marketing, consolidated events calendar, flyers, print advertisement, and radio outside a 60 mile radius to attract new tourism in categories like history, outdoor adventure, music, art, and events unique. Our target markets are New Mexico outside 60 miles radius, Texas, and possibly Tucson in year one, and expanding from there in subsequent years. We will be using standardized and branded marketing pre-approved by NM Tourism Department and following grant procedures. (see attached)

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED?

Lodgers Tax, Website metrics, # Info Requests, # Transactions, $s/transaction, customers/month, #attendees, and other individualized metrics appropriate to restaurants, motels, services, events in accordance with NM Tourism Department, grant, and reporting procedures.

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A LINCOLN COUNTY LODGER? ____YES ___NO
NOT YET HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED?

TETB Partner businesses in hospitality will report occupancy to TETB in accordance with NM Tourism Department, grant, and reporting procedures.

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY? **100%** WILL YOU HAVE A WEBSITE FOR YOUR EVENT? __X_YES ____NO

FUNDS WILL BE USED FOR: approximates

NEWSPAPER ADVERTISING:	$ 500
RADIO:	$ 4000
MAGAZINE:	$ 8000
INTERNET:	$ 9500
PRINTING:	$ 7000
OTHER:	$ 1000
TOTAL:	**$30,000**

OTHER FUNDING SOURCE & AMOUNT ~$5-10K @NM Coop Mktg Grant @7/1/14, ~$10K f/TETB participants

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

RULES AND REGULATIONS

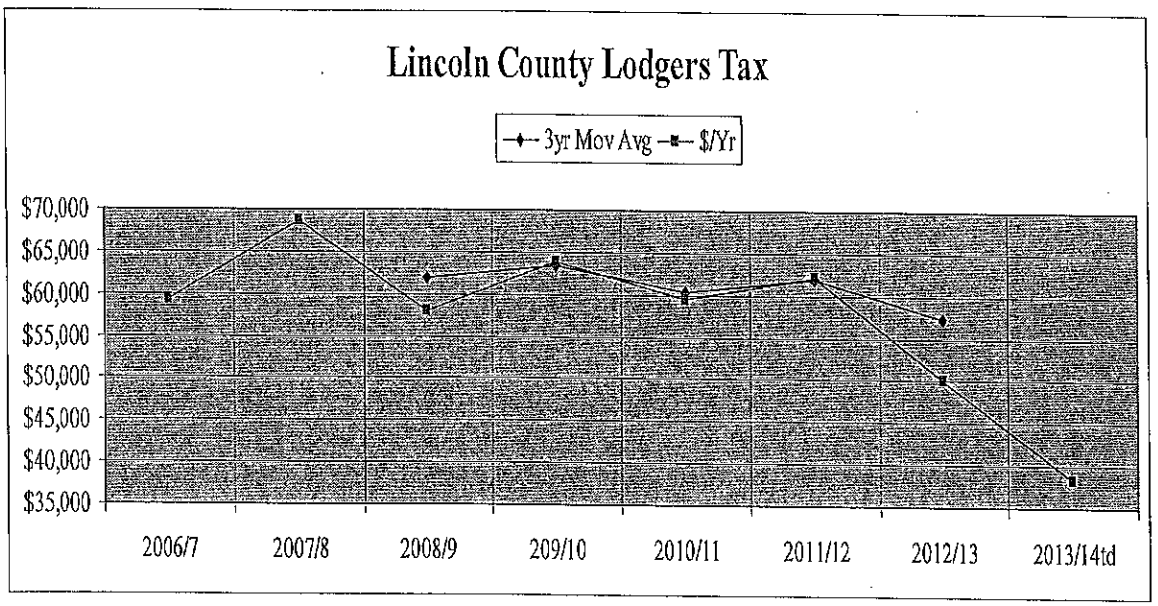
I understand that these are public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow up report with a financial statement within (90) days following the event or I could forfeit the funds. Funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission (Governing Body). I also understand that approved funding amounts may differ from the amount requested on the application.

NAME (PRINT) OF APPLICATANT MAKING REQUEST: Jim Boswell, Director, Carrizozo Works, Inc.	
SIGNATURE OF APPLICANT:	
ADDRESS/CITY/ZIP: POB 381, Carrizozo, NM 88301	
PHONE: 970-692-1057	EMAIL ADDRESS: jimboswellzozo@gmail.com
DATE SUBMITTED: 3/19/14	PRESENTED AT MEETING ON: 3/25/14

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

Attachments

DESCRIBE EVENT BACKGROUND & RATIONALE:



NM Tourism Department Strategy @2012

- **Tourism is a critical economic driver** for the state
  - $5.5B of the economy, $770mm Tax Receipts, 55,000 jobs
- There is **significant potential upside**
  - Currently 36-38th in terms of states people are visiting
  - 1% of US Domestic Travel Market
  - ~32% of visitors just passing through (vs16% for AZ, UT, CO)
- NM - **low awareness and damaging misperceptions**
- If we don't proactively make changes, **things will get worse**
  - In 12 years, nearly ¼ of our visitors will have expired or stopped traveling
  - Average trip spend in NM continues to decline and is below the national average

New Mexico Tourism Cooperative Marketing

- Become the **fastest growing leisure travel destination in the U.S.**
- **Accelerate NM tourism**, driving unprecedented revenue **growth** and occupancy rates
- ***Make New Mexico a primary travel destination*** by giving Venturesome travelers compelling reasons to choose NM
- NM Coop Marketing over 6 years old, funded by NM Legislature
- Today @2013/14,
  - 57 Entities Participating
  - $600,000 Matching Funds Awarded
  - $1.2M in Coop Marketing Done!

TETB may become the ONLY NM Coop Marketing Entity in Lincoln County!

True Enchantment Tourism Board

- **7+ Members, 13+ Partners @3/18/14**
- **Established Coverage from Tularosa to Carrizozo to Hondo**
- **A Rich Tourist Environment**
- **$30,000 Marketing Budget**
- **Commitment and Enthusiasm**

HOW WILL YOU ADVERTISE AND MARKET THE EVENT?

True Enchantment Tourism Board Program Components

- **Tourism Marketing Website w Consolidated Events Calendar**
  - **eMarketing!**
- **Flyers Marketing**
- **Print Ad Placements**
- **Radio Ad Placements for Events**
- **Membership in Tourism Association of NM (TANM)**
- **Associated, Credentialed, Branded**
  - NM True, NM Tourism Dept, Frontier Comm @Carrizozo
- **Ongoing Year to Year Marketing**
  - Flexible New Features and Program Evolutions
  - **Measured Results** – lodgers tax, your business revs

True Enchantment Tourism Marketing

- NM and Texas in Year One, expand in subsequent years
- NM True/NMTD because of established resources, branding, strategy, expand it later
- Initially Albuq., El Paso, San Antonio, Dallas, West Texas, (Tucson), and Military Bases
- 22-75 in age with disposable income, venturesome interests, etc.

Possible focused marketing at AARP, Ride Texas (motorcycle), Wild West (historical), NM Magazine (around culinary), Outside

April 10, 2014

To: Lincoln County Commissioners

Fm: Jim Boswell, Fran Altieri, True Enchantment Tourism Board

Subject: **Lodger's Tax Grant Request**

ORGANIZATION: **TRUE ENCHANTMENT TOURISM BOARD**, a project of Carrizozo Chamber of Commerce, 501 (c) 6, who serves as the TETB fiscal agent. TETB is composed of subscribing Members and Partners (20) in communities from Tularosa to Corona and Carrizozo to Hondo.

MANAGEMENT: True Enchantment Tourism Board

- Jim Boswell, Executive Director, jimboswellzozo@gmail.com, 970-692-1057
- Fran Altieri, President, Carrizozo Chamber, franf55@yahoo.com, 575-973-0571
- Volunteers, including the work of Brad Cooper of White Oaks posthumously

REQUEST PERIOD: **5/1/14 to 4/30/15** AMOUNT REQUESTED: **$10,000.00**

BACKGROUND

While total tourism revenues are growing in New Mexico, tourism in Lincoln County has been declining since 2007 and businesses, communities, and vitality have suffered. **True Enchantment Tourism Board** (TETB) focuses on promoting tourism in communities from Tularosa to Corona and Carrizozo to Hondo, using website, e-marketing, consolidated events calendar, flyers, print advertisement, and radio outside a 60 mile radius to attract new tourism. In line with best practices, TETB has already attended NM Cooperative Marketing Grant and NM True training, secured tourism marketing advisory services, and contacted potential service providers. To date, numerous nonprofits (8) and businesses (12) in 12 communities, representing 7000 persons, have subscribed to this worthwhile effort to promote business and jobs.

Name	Location
Dark Horse	Carrizozo
Hondo Iris Farm	Hondo
Pat Cooper	White Oaks
Rainbow Inn & Gift Shop	Carrizozo
Roys Gift Gallery & Ice Cream Parlor	Carrizozo
Three Rivers Trading Post	Tularosa
No Scum Allowed Saloon	White Oaks
Soul of the West	Carrizozo
The Dolan House	Lincoln
The Stor LLC	Carrizozo
Tularosa Basin Telephone Company	Tularosa
Gallery 401	Carrizozo
Town of Capitan	Capitan
Town of Carrizozo	Carrizozo
Lincoln County Historical Society	Lincoln
Carrizozo Chamber of Commerce	Carrizozo
Tularosa Village Historical Society	Tularosa
Carrizozo Woman's Club	Carrizozo
Carrizozo Works, Inc.	Carrizozo
Capitan Public Library	Capitan

The NM Cooperative Marketing Grant (NM Tourism Department program over 8 years old) to TETB provides matching funds for approved marketing in the amount of $1 for every $2 spent; approved cooperative marketing occurs under the **New Mexico True** brands and formats. TETB will probably be the only NM Cooperative Marketing Grant entity in the coming 2014/2015 fiscal year in Lincoln County, NM.

In conclusion, the fact of the matter is that tourism has been down in Lincoln County since 2007 with no end in sight. Surrounding states of CO, AZ, UT, and TX spend 1.5X to 6X more in tourism marketing than NM, they capture 2X more transient tourism than NM, and they convert 3X more first time tourists to repeat tourists than NM. NM is 36th priority as a US tourist destination. Businesses and towns are ineffective marketing on their own, even with a wealth of tourism opportunity. Something has to be done now, and it cannot be done alone.

When Lincoln County Lodger's Tax funds participate in TETB, every dollar is effectively spent, every dollar generates $1.50 in tourism marketing impact, and every dollar is mobilized to grow future Lodger's Tax. **Participation promotes business, taxes, and jobs.**

ADVERTISING AND MARKETING

The TETB target markets are:

1. **History Engagement & Exploration** – for example, Buffalo Soldiers, Apache Wars, Lincoln County War, Mining, Railroading, and such.
2. **Personal Active Adventure** – for example, motocross, auto racing, youth camps, camping, hiking, geo caching, hunting, motorcyling, 4 wheeling, wildlife observation, photography, horse back riding
3. **Cultural Engagement** – for example, art, music, wineries, events, classes, galleries, tours, entertainment, nuts, fruit, restaurants, antiquing, and shopping

These are individuals 35 to 75, with/without children, with incomes of $75,000 or more, some of whom look for cultural engagement and others for active adventure. At one end of the spectrum it targets families and persons of modest resources and limited time, while at the other end, it targets a leisurely group of more considerable income and free time. Military on vacation and R&R is a sub-segment of interest. Our immediate target geographies are NM outside 60 miles of Hondo, Tularosa, and Carrizozo and all of Texas.

Website, e-marketing, consolidated events calendar, flyers, print advertisement, and radio to attract new tourism is our focus. About 40% of the media budget will be spent inside Lincoln County; about 95% of marketing will be delivered outside Lincoln County. We will be using standardized and branded marketing pre-approved by NM Tourism Department and following grant procedures. Approximate budgets are:

Category	%/$ Budget*
Website	28%
eMarketing	10%
Print	54%
Radio	6%
Other	2%
Total Mktg Spend	$40,000*
In Kind Donations	$50,000

*4/9/14 forecast

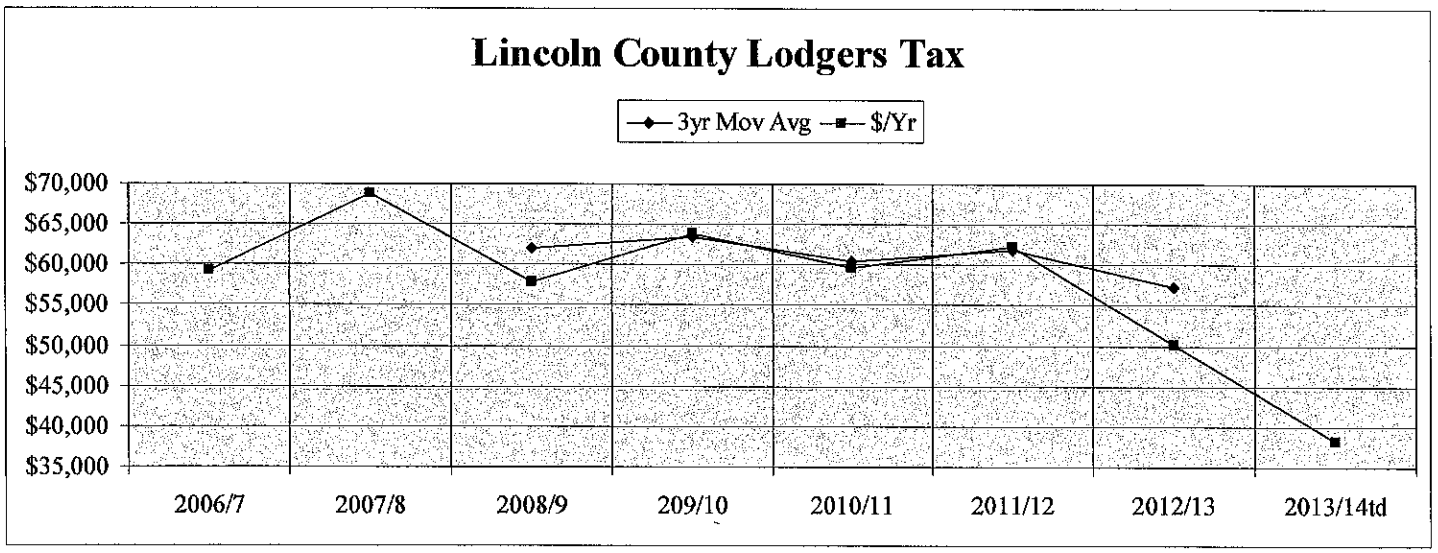
Funding sources are $10,000 to $15,000 from NM Cooperative Marketing Grant; $17,000 and growing f/TETB subscribers; $10,000 proposed to Lincoln County Lodger's Tax, and $50,000 In Kind Volunteer Services

Our goals for the period are:

- Establish a healthy marketing presence in NM and TX target market segments
- Increase attendance among TETB participants in 2014/15
- Grow the TETB participants for the next 2015/16 fiscal year

Results will be measured by Lodgers Tax, Website metrics, # Info Requests, # Transactions, $s/transaction, customers/month, #attendees, and other individualized metrics appropriate to restaurants, motels, services, events in accordance with NM Tourism Department, grant, and reporting procedures.

Attachments



NM Tourism Department Strategy @2012

- **Tourism is a critical economic driver** for the state
  - $5.5B of the economy, $770mm Tax Receipts, 55,000 jobs
- There is **significant potential upside**
  - Currently 36-38th in terms of states people are visiting
  - 1% of US Domestic Travel Market
  - ~32% of visitors just passing through (vs16% for AZ, UT, CO)
- NM - **low awareness and damaging misperceptions**
- If we don't proactively make changes, **things will get worse**
  - In 12 years, nearly ¼ of our visitors will have expired or stopped traveling
  - Average trip spend in NM continues to decline and is below the national average

New Mexico Tourism Cooperative Marketing

- Become the **fastest growing leisure travel destination in the U.S.**
- **Accelerate NM tourism**, driving unprecedented revenue **growth** and occupancy rates
- ***Make New Mexico a primary travel destination*** by giving Venturesome travelers compelling reasons to choose NM
- NM Coop Marketing over 8 years old, funded by NM Legislature
- Today @2013/14, 57 Entities Participate, $600,000 Matching Funds Awarded, and $1.2M in Coop Marketing is Done!

Developing True Enchantment Tourism Marketing Channels

- TETB is targeting NEW customers primarily, the most expensive marketing of all
- TETB MUST reach target customers 7 to 8 times to become top of mind as a tourist destination
- eMarketing Channels: FunNGames, Madden, Certified Folder Display, Lubbockonline.com, gosanangelo.com, mywesttexas.com, FBMonitor.com, fort Bliss MWR, amarillo.com, Holloman AFB FSS, Clear Channel El Paso Airport, Abilene Reporter news.com, a TETB e-newsletter, etc.
- Magazine Channels: AAA, AARP, Ride Texas, American Road, Wild West (historical), True West, The Griffin (military), NM Magazine, Outside, American Cowboy, Western Horseman, ABQ the Magazine, NM Vacation Guide, El Paso Magazine, etc.

True Enchantment Tourism Board Cooperative Marketing

3/3/14, Jim Boswell, CWI

How Are You Doing?

So,

- Are You Getting the Business You Want? Are you Up? Down? Static?
- Are You Marketing Effectively?
- Are You Getting New Customers?
- Do Your New Customers Return?

NM Tourism Strategy in 2011/2012

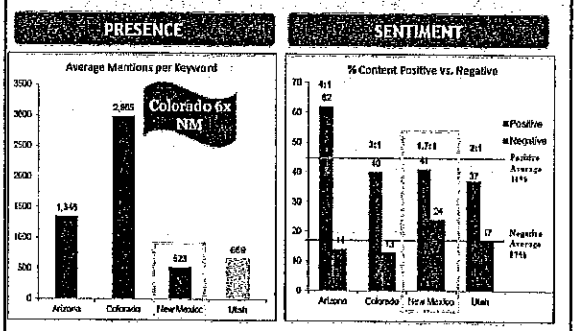
- **Tourism is a critical economic driver** for the state
  - $5.5B of the economy, $770mm Tax Receipts, 55,000 jobs
- There is **significant potential upside**
  - Currently 36-38th in terms of states people are visiting
  - **1%** of US Domestic Travel Market
  - ~32% of visitors just passing through (vs16% for AZ, UT, CO)
- NM - **low awareness and damaging misperceptions**
- If we don't proactively make changes, **things will get worse**
  - In 12 years, nearly ¼ of our visitors will have expired or stopped traveling
  - Average trip spend in NM continues to decline and is below the national average

Top 10 Destinations @www

Lonely Planet/Huffington Post

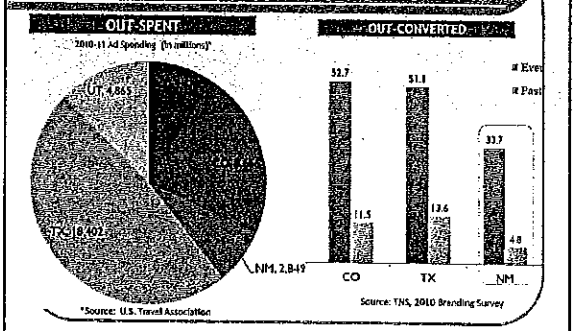
- Grand Rapids & Lake Michigan's Gold Coast
- Yosemite National Park, CA
- Boston, MA
- Central Coast, CA
- Jersey Shore, NJ **Where is New Mexico?!**
- Kansas City, MO
- Cumberland Island, GA
- Las Vegas, NV
- Sun Valley, ID
- Lana'i, Hawaii

Additionally, a social media audit showed New Mexico has lower visibility & more negative consumer perceptions

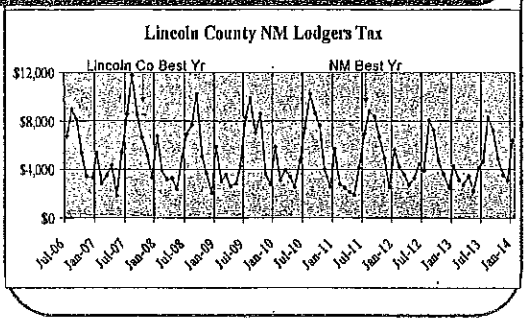


Source: MutualMind Social Media Audit, May 2011

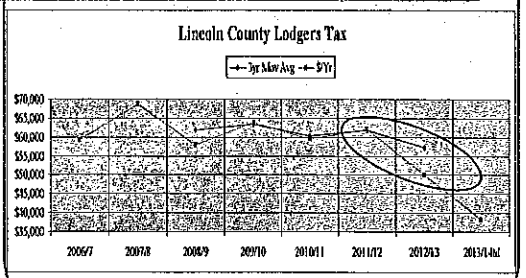
Tourism Marketing Metrics



Lincoln County Lodgers Tax



Lincoln County Lodgers Tax



Marketing & Sales Principles

- Hope Is Not A Strategy!
- **There Is no Status Quo in Business, only Decline, or Progress**
- **Only 3% of the Population are Natural Born Salespersons**
- **Marketing expenses should be 2.5 to 8% of gross sales**
  - $12,500 to $40,000 sales -> $1000
- **It takes 7 to 8 touches to become front of a prospect's mind**
- Repeat Customers are 7 times more profitable than new customers. **New Customers are 7x more expensive to secure.**
- **Rewarded Customers spend twice as much;** what are you doing?
  - Loyalty programs bring customers back and make them your advocate
- If you have ineffective/unmotivated employees, they can cost your business ($17,000/year). Don't waste your marketing!

Agenda

- Opportunity Overview
- New Mexico Coop Marketing Grant
- True Enchantment Marketing Initiative
- What's In It for Me?
- What Do I Need To Do?
- Milestones
- Appendices

New Mexico Cooperative Marketing Grant

NM Tourism Strategy in 2011/2012

- Vision: Become the **fastest growing leisure travel destination in the U.S.**
- Business Objective: **Accelerate NM tourism,** driving unprecedented revenue **growth** and occupancy rates
- Marketing Objective: ***Make New Mexico a primary travel destination*** by giving Venturesome travelers compelling reasons to choose NM as their next great travel experience

Our Passionate NM Brand Lovers Appear to be a Strong Fit for the Plog "Venturer" Psychographic Traveler Profile*

Characteristics:

- Self-confident
- A leader
- Intellectually curious
- Quick decision-making
- Desire to explore ideas and places
- Active and energetic
- Spend discretionary income more readily
- Rely on their own judgment
- Prefer varying activities & challenges

Travel Behaviors:

- Travel more frequently
- Spend more per day
- More likely to travel via air
- Prefer unusual, underdeveloped destinations that have retained their native charm
- Accept unconventional accommodations as an integral part of a unique vacation experience
- Prefer to participate in local customs and habits and tend to avoid those that are staged for tourists.
- Tend to seek new destinations each year to add to their treasure of rich experiences.

*Source: Traveler Personality Type Model, Psychographic Research, Stanford University, Stanford Travel Study, Stanford, California, 1974

The Result Was a Clearer Picture of the "Venturer" in Terms of Key Demographic Dimensions...

Demographic Profile

More likely to be:

Aged 18-44

Never married or currently married

From a major metropolitan city (especially Los Angeles, San Francisco, Miami, Chicago or New York)

$75K+ HH income

Our Cumulative Consumer Learning, Along With Recent Qualitative Research, Led to These Hypothesized Triggers & Barriers to Choosing NM as a Travel Destination

TRIGGERS

- Un-processed, authentic natural and cultural vacation experiences
- Outdoor sports/recreation ("stuff to do")
- Beautiful landscapes
- Interesting historical sites and architecture
- Unique local cuisine
- Not "touristy"

BARRIERS

- Not top of mind (low visibility/ awareness)
- Don't know what to do/ nothing to do
- Hard to get to
- Hot & dry weather
- Lack of quality & variety in food and accommodations
- Fewer recreational activities (vs. Colorado)

New Mexico True @$3.2B over 2012-2015

New Mexico Coop Mktg Grant

- NM Cooperative Marketing Grant (NMCG) program is about tourism at **60 miles radius**
- Effective use of their matching grant money is for website, flyers, adds, radio, etc.
- NMCMG requires **approved use of NM True** branded materials in campaigns they support.
- Grant money **awards are limited by the number of 501Cx** Members in the Grant.

NM Coop Mktg Grant 2013/2014

Entities	Range	Grants
5+ Member Collaborative Efforts		
20	$10-40K	$455,225
2-4 Member Collaborative Efforts		
18	$2.5-10K	$107,375
Solo Member Collaborative Efforts		
19	$.75-3K	$38,400

- Ruidoso doesn't do NMCMG so they can maintain existing branding

NMCMB Participants 2013/14

5+ Member Collaborative Efforts	
1 City of Alamogordo	40,000.00
2 City of Elephant Butte	40,000.00
3 City of Las Vegas	10,000.00
4 City of Roswell	20,000.00
5 City of Santa Fe - Culinary Adventures	10,000.00
6 City of Santa Fe - Sounds of Santa Fe	20,000.00
[illegible]	40,000.00
8 City of Truth or Consequences	20,000.00
9 Clovis Curry County Chamber of Commerce	10,000.00
10 County of Luna	30,000.00
11 Enchanted Circle Cooperative	10,000.00
12 Los Alamos Meeting and Visitors Bureau	40,000.00
13 MainStreet Las Vegas	30,000.00
[illegible]	15,000.00
15 Old Town Merchants Association	20,000.00
16 Parallel Studios	15,000.00
17 Roosevelt County Chamber of Commerce	10,225.00
18 Silver City MainStreet	20,000.00
19 Taos Center for the Arts	15,000.00
20 Town of Taos	40,000.00
Category Total:	455,225.00

New Mexico Coop Mktg Grant

- **Eligible Marketing Expenses**
  - Trade Show Booth Rental, Displays, Registration Fees
  - Media Placement: TV, Print, Radio, Outdoor, Electronic
  - Membership Dues Only to:Tourism Association of NM (TANM) or Travel Industry Association of America (TIA)
  - Electronic: Kiosk, Website Development, Hosting, Maintenance, Must link to our Department
  - Public Relations, Mailing Lists, Fulfillment Costs Shipping by Request
  - Production Costs, Promotional Items (20% of award)
  - Video / CD / DVD Cannot be sold

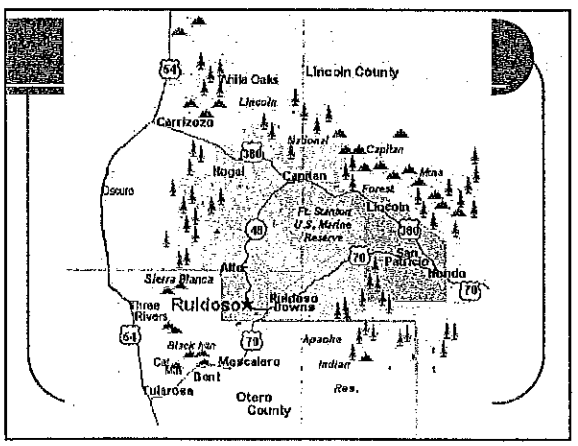
New Mexico Coop Mktg Grant

- Frustrated living in the shadow of Ruidoso & Alamgrdo?
- Unknown to prospective customers?
- Carrizozo Chamber is spearheading a **True Enchantment Tourism Marketing** initiative from July 2014 to June 2015 with NMCM including tourism website, flyers, print advertisement, and radio spots.
- **You are invited to participate - Partner or Member**
- NMCMG will match every approved marketing dollar we spend with a 50% reimbursement!
- Alamogordo gets up to $40,000/year in NMCG matching funds per year, over 6 years participating

True Enchantment Tourism Bureau

True Enchantment Tourism Board

- Initiative: **True Enchantment Tourism Board**
  - **Board of 5+ 501Cx Members**
  - **30+ constituent Partners**
  - **Website:** ie, www.tetb.org or similar
- **True Enchantment Tourism focus is: Corona to Tularosa, Carrizozo to Hondo**
- **Brand Ideas & Themes:** Frontier Trail, BK Scenic Byway, True Enchantment, NM True, ..
- **Priorities:** History, Activities (horse riding), Art



TETB Program Components

- **Tourism Marketing Website** w Consolidated Events Calendar
  - eMarketing!
- **Flyers Marketing** - tbd
- **Print Ad Placements** - tbd
- **Radio Ad Placements for Events** - tbd
- **Membership in Tourism Association of NM (TANM)**
- **Associated, Credentialed**
  - NM True, NM Tourism Dept, Frontier Comm @Carrizozo
- **Ongoing Year to Year Marketing**
  - Flexible New Features and Program Evolutions
- **Measured Results** – lodgers tax, your business revs

True Enchantment Tourism Board

Tourism Categories – details tbd

- **History** (Lincoln County, mining, ranching, railroad, nuclear, museums....)
- **Recreation** (bike, motorcycle, horse, hike, ski, 4 wheeling, camp, flying, sports, archery, target shooting, hunting, ...)
- **Events** (music, holiday events, fairs, Billy the Kid/Smoky Bear Days, art, rallies, rodeos,....)
- **Science & Technology** (geology, astronomy, military, spelunking ...)
- **Dining**
- **Lodging**
- **Shopping** (art, gear, ...)

Milestones

2/18/14, 2/25/14	Introduction and Subscription Meeting
3/10/14	NMCMG 2014/2015 Program Live Online
3/20-3/21/14	**Tools and Procedures Training** TETB Website, Flyer Design & Architect Consolidated Event Calendar Development
3/10 to 3/21	NMCMG Town Visits
4/1 or later	NMCMG Grant Workshop
4/30/13	**NMCMG Grant Application Due**
6/30/14	**NMCMG Grant Awards**
7/1/14 – 6/30/15	TETB Program; Flyers, Print Ads, Radio
8/1/14	Website Live

TETB Organization Needs

- **501cx's – 5+ Members** representing town governments, associations, chambers, nonprofits, ...
- **Partners – 30 to 40** businesses, 501cx, associations in all geographies and disciplines
- **Volunteers** – to work with Carrizozo Chamber True Enchantment Tourism Board

Are You a Volunteer?

- Marketing — Advertising
- Websites — Photographs
- Acctg/Cash Mgmt — Scripts/Rsh
- Program Mgmt — Events Calendar
- Business/Marketing Plans & Budgets
- Other?

What's In It for Me?

- **Experienced Team Working for You**
- **Increases In Tourism Revenues, Customers, Growth**
  - Ex: Alamogordo up 15% in lodgers tax
  - Ex: Alamogordo returned marketing focus during recession
- **New Customers** who may come back
  - The most expensive and difficult prospect to engage
- **Resources: 1.5x for every $1** in Tourism Marketing
  - With NM State, Member, Partner **Leveraged Resources**
- **Statewide, Nationwide,** and Worldwide (?) **Exposure**
- **Measureable** project & individual **results**
- Free Marketing Tools and Branding for your individual programs – **training planned 3/20 -3/21/14**

How Does It Work for Me?

- **Promotes a Active, True Enchantment Tourism Value Proposition to Prospects**
- Interlinked, Affiliated, Credentialed, Branded **Marketing Drives Momentum**
- **Linked** to your website, to NM True, Chambers of Commerce, Towns, Facebook
- **Leveragable** into all your other marketing
- **You get multiple prospect contacts that are remembered and drives business**

What Do I Need To Do?

- **Sign Up**
- **Satisfy Prerequisites for Member or Partner**
- **Take Training**
- **Furnish Your NM True Compliant Marketing Materials** to Carrizozo Chamber
- Market Your Business/Organization Independently in Parallel (optional)
- **Volunteer at TETB** (optional)
- **Measure Your Increased Business & Report**
- **Re-Subscribe in 2015-2016**

What Do I Need To Do?

- **Prerequisites for Participation**
  - Carrizozo Chamber Member in Good Standing @3/1/14
  - Member Subscription $1000+ (501c3/6 or govt)
  - Partner Subscription $500+ (business, 501cX, etc.)
  - Terms under Contract: $Half @3/1/14, $Half 5/15/14 (Checks payable to CCC)
- **Furnish NMCM Compliant Marketing Materials**
  - Get NM True & Frontier Communities Training @3/20
  - Format & Content Rqmts f/TETB
  - Materials w/wo Outside Help
  - Updates to TETB
  - Collaboration – Voluntary or as requested

What Do I Need To Do?

- **Market** Your Business/Organization **Independently**
  - Use NM True in Your Own Marketing
  - Do Facebook, Event Calendar, Your Webpage
  - Drive Optimization with eMarketing
  - Get Word to Friends, Family, Existing Customers,..
  - Ask for Customer Endorsements, Ratings, Feedback
- **Volunteer at TETB**
  - **Website, media mktg, event calendar, admin, acctg,**
- **Measure Your Increased Business** (Customers, Revenues, etc.) From One Year Ago
- **Re-Subscribe in 2015-2016**

Signup Now!

- With Fran Altieri, Carrizozo Chamber of Commerce
- Contract
- Pay Subscription
- Confirm Workshop Attendance 3/20-3/21/14 in Carrizozo

Questions?

Fran Altieri, President
Carrizozo Chamber of Commerce
franf55@yahoo.com
575-973-0571

Lincoln County
Lodgers Tax Committee
Regular Meeting

James Hobbs, Tourist Related
Sue Hutchison, General Public
David Vigil, Lodging Industry
Alice Seely, Tourist Related
Victor Garrison, Lodging Industry

MINUTES

Village of Capitan (Council Chambers) Capitan, New Mexico
Tuesday, March 25, 2014 @ 10 A.M.

1. Call to Order

2. Roll Call: Sue Hutchinson, David Vigil, Alice Seely

3. Approval of Minutes: February 25, 2014 Regular Meeting:Appoved

4. Funding Request: $5,400.00
   Purpose: Art Loop
   Date(s) of Event: July 4-6, 2014
   Presenter: Ronda Dougherty/Lincoln County Art Loop
   Approved: $4450.29
   Motion: Alice Seely, Seconded Motion Sue Hutchinson, Passed

5. Funding Request: $ 1,000.00
   Purpose: Christmas Jubilee
   Date(s) of Event: November 7-9, 2014
   Presenter: Linda Mckinley/Ruidoso Valley Greeters
   Approved: $1000.00
   Motion: Sue Hutchinson, Seconded: Alice Seely, Passed

6. Funding Request: $ 5,000.00
   Purpose: Fort Stanton Live
   Date(s) of Event: July 11-13, 2014
   Presenter: Larry Auld/Fort Stanton, Inc
   Approved: $5000.00
   Motion: Alice Seely, Seconded: Sue Hutchinson, Passed.

7. Funding Request: $ 2,800.00
   Purpose: Ruidoso Grindstone Trail Runs
   Date(s) of Event: July 26, 2014
   Presenter: Frederic Moras/Ski Run Road Challenge
   Approved: $2800.00
   Motion: Sue Hutchinson, Seconded:Alice Seely, Passed

8. Funding Request: $ 10,000.00
   Purpose: True Enchantment Tourism Board

Date(s) of Event: March 1, 2014-February 28, 2015
Presenter: Jim Boswell/Carrizozo Works, Inc
Approved: $10,000.00
Motion: Alice Seely, Seconded:Sue Hutchinson, Passed.

9. Acceptance -
   A. Lodgers Tax Report – Lodger's Tax Report February 2014: Accepted

10. Acceptance –
   A. Budget Report Ending February 28, 2014: Accepted

11. Other Items (for discussion only - no action will be taken)
   A. Outstanding Purchase Orders as of February 28, 2014
   B. Awarded Funds Summary – February 2014

12. Next meeting:
   A. April 19, 2014 Regular Meeting

10. Adjourn: 11:00 AM

Lincoln County
Lodgers Tax Committee
Regular Meeting

James Hobbs, Tourist Related
Sue Hutchison, General Public
David Vigil, Lodging Industry
Alice Seely, Tourist Related
Victor Garrison, Lodging Industry

AGENDA

Village of Capitan (Council Chambers) Capitan, New Mexico
Tuesday, June 24, 2014 @ 10 A.M.

1. Call to Order

2. Roll Call

3. Approval of Minutes: March 25, 2014 Regular Meeting

4. Funding Request: $3,000
   Purpose: Tour de Ruidoso
   Date(s) of Event: September 2014
   Presenter: Michele Thurston, Bicycle Ruidoso

5. Acceptance -
   A. Lodgers Tax Report – Lodger's Tax Report March & April 2014

6. Acceptance –
   A. Budget Report Ending March 31, 2014, April 30, 2014 & May 31

7. Other Items (for discussion only - no action will be taken)
   A. Outstanding Purchase Orders as of March 31, 2014, May 1, 2014 & May 30, 2014
   B. Awarded Funds Summary – March 2014

8. Next meeting:
   A. July 29, 2014 Regular Meeting

10. Adjourn

RECEIVED

APR 29 2014

ADMINISTRATION
LINCOLN COUNTY NM

County of Lincoln

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

www.lincolncountynm.net

NAME OF EVENT: Tour de Ruidoso DATE(S) OF EVENT: Sept.

NAME OF ORGANIZATIONS(S) APPLYING FOR FUNDING: Bicycle Ruidoso.

AMOUNT REQUESTED: $ 3,000.00

DESCRIBE EVENT BACKGROUND & RATIONALE: See attached

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? websites, facebook, active.com

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? Registration and surveys.

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A LINCOLN COUNTY LODGER? ✓ YES ____ NO HOW WILL OCCUPANCY RATES BE REPORTED/TRACKED? Special room package, rates - hotel keeps track of occupancy rates.

WHAT PERCENTAGE OF YOUR MEDIA BUDGET WILL BE USED OUTSIDE OF LINCOLN COUNTY? ____%
WILL YOU HAVE A WEBSITE FOR YOUR EVENT? ✓ YES ____ NO
www.bicycleruidoso.com

FUNDS WILL BE USED FOR:

NEWSPAPER ADVERTISING:	$ 300
RADIO:	$ 300
MAGAZINE:	$
INTERNET:	$ 250
PRINTING:	$ 1,000
OTHER:	$ 2,200
TOTAL:	$ 4,050

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

RULES AND REGULATIONS

I understand that these are public funds and they are to be administered according to State Law and County Ordinances, and I agree to submit a follow up report with a financial statement within (90) days following the event or I could forfeit the funds. Funding recommended for approval by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Commission (Governing Body). I also understand that approved funding amounts may differ from the amount requested on the application.

NAME (PRINT) OF APPLICANT MAKING REQUEST: Michelle Thurston	
SIGNATURE OF APPLICANT: Michelle Thurston	
ADDRESS/CITY/ZIP: 114 Horton Cir Ruidoso, NM 88345	
PHONE: 915-525-3079	EMAIL ADDRESS: cmleethurston@yahoo.com
DATE SUBMITTED: 4/	PRESENTED AT MEETING ON:

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

8th Annual Tour de Ruidoso
Lodger's Tax Presentation

Bicycle Ruidoso is a non-profit organization dedicated to promoting safe recreational cycling and bicycle advocacy. Our membership includes road cyclists, mountain bikers, runners, and tourists of all fitness and skill levels. Our goal is to have events in the area of Lincoln County that promote health and fitness while bringing athletes, and their families to the area. Our proceeds benefit various local charities.

This will be our 8th annual Tour de Ruidoso. The tour has had steady growth over the years, starting with 100 riders in 2007 and growing to about 230 riders. Our goal is to not only reach more people, but reach people from further away. The potential for our ride is huge with the right marketing. Tours in New Mexico get up to 500-over 1,000 participants!

More than half of our riders are from out of town and stay at least 2 nights according to a survey given at the event. Also, according to the survey, over $30,000 is spent over that weekend by our participants in mainly gas, lodging, and food.

We are having posters and brochures made t highlight the event, and they will be sent to many bike/outdoor shops locally, throughout New Mexico, and in the surrounding area, El Paso, Tucson, Lubbock, etc… We also plan to have our materials in the 3 major New Mexico Centuries: Santa Fe, Albuquerque, and Red River. We also place rack cards in the 2 local events prior to the Tour, the Ruidoso Sprint Triathlon, and Grindstone Trail Runs. Our event is listed on many websites such as:
Active.com
Bicycleruidoso.com
Nmts.org
Nmcycling.org
Bicycling.com
Womenridingwell.com
Facebook.com
Local Ruidoso event calendars

We print t-shirts for all participants with all local businesses listed on them, as well as highlighting a picture of Lincoln County, or something related to it, on the bib numbers.

According to many participants in the past, Tour de Ruidoso is one of the most challenging rides, with the best scenery and the best hospitality. We would like to continue to have this event, making it bigger and better every year. Thank you for your support, we could not do it without you.

Tabled

Date: 3·25·14

№ 1716

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

****

Section 1 Ruidoso Valley Greeters
Name of Organization

Organization is: ____Profit X Non Profit ____Government Related

Chamben of Commence Ruidoso, NM 88312
Address City State Zip

Linda McKinley 575-336-7632
Contact Person (s) Telephone # (s)

Amount Requested: $ 1,000.00 Money is to be used for: Advertising - Posters, Rack Cards, Book marks, Internet

BY SIGNING BELOW, I ATTEST THAT I WILL PROVIDE LINCOLN COUNTY WITH THE APPLICABLE DOCUMENTATION NECESSARY TO VALIDATE THAT THE FUNDS RECEIVED WILL BE SPENT IN ACCORDANCE WITH THE LINCOLN COUNTY LODGERS TAX ORDINANCE.

Linda McKinley 3·25·14
Signature Date

****

NOTE: Credit/Tag Line must appear or be given as follows: Paid For By LINCOLN COUNTY LODGERS TAX.

****

Section 2

LODGER'S TAX COMMITTEE

Meeting Date: 03-25-14

Amount Approved: $ 1,000.00 Request Denied: _____

Comments: _____

Authorized Signature

****

Section 3

LINCOLN COUNTY COMMISSION

Meeting Date: 4/25/14

Approval: _____ Denial: _____

Comments: _____

County Manager Signature

****

FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL THE AWARDED FUNDS REIMBURSEMENT FORM IS SIGNED AND TURNED IN TO LINCOLN COUNTY.

DISTRIBUTION:
1) COUNTY MANAGER 2) COUNTY FINANCE 3) LODGER'S TAX COMM 4) REQUESTING ORGZN.

Tabled

Date: 3/25/14

№ 1718

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

****

Section 1

SKI RUN ROAD CHALLENGE
Name of Organization

Organization is: ____Profit ____Non Profit ____Government Related

P.O. BOX 561 — Address
RUIDOSO — City
NM — State
88355 — Zip

FREDERIC MORAS — Contact Person (s)
575-937-7106 — Telephone # (s)

Amount Requested: $ 2800 Money is to be used for: POSTERS _ RACCARDS WEBSITE _ EL PASO SCENE (NEWSPAPER)

BY SIGNING BELOW, I ATTEST THAT I WILL PROVIDE LINCOLN COUNTY WITH THE APPLICABLE DOCUMENTATION NECESSARY TO VALIDATE THAT THE FUNDS RECEIVED WILL BE SPENT IN ACCORDANCE WITH THE LINCOLN COUNTY LODGERS TAX ORDINANCE.

Signature — Date: 3/25/14

****

NOTE: Credit/Tag Line must appear or be given as follows: Paid For By LINCOLN COUNTY LODGERS TAX.

****

Section 2

LODGER'S TAX COMMITTEE

Meeting Date: 3-25-14

Amount Approved: $ 2800.00 Request Denied: _____

Comments: _____

Authorized Signature

****

Section 3

LINCOLN COUNTY COMMISSION

Meeting Date: 4/25/14

Approval: _____ Denial: _____

Comments: _____

County Manager Signature

****

FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL THE AWARDED FUNDS REIMBURSEMENT FORM IS SIGNED AND TURNED IN TO LINCOLN COUNTY.

DISTRIBUTION:
1) COUNTY MANAGER 2) COUNTY FINANCE 3) LODGER'S TAX COMM 4) REQUESTING ORGZN.

Tabled

Date: 3/25/14

№ 1719

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

****

Section 1

Name of Organization: Carrizozo Chamber of Commerce

Organization is: ____ Profit ✓ Non Profit ____ Government Related

Address: PO Box 567 City: Carrizozo State: NM Zip: 88301

Contact Person (s): Fran Altieri / Jim Boswell Telephone # (s): 575-973-0571

Amount Requested: $ 10,000 Money is to be used for: True Enchantment Tourism Board

BY SIGNING BELOW, I ATTEST THAT I WILL PROVIDE LINCOLN COUNTY WITH THE APPLICABLE DOCUMENTATION NECESSARY TO VALIDATE THAT THE FUNDS RECEIVED WILL BE SPENT IN ACCORDANCE WITH THE LINCOLN COUNTY LODGERS TAX ORDINANCE.

Signature: [signature] Date: 3/25/14

****

NOTE: Credit/Tag Line must appear or be given as follows: Paid For By LINCOLN COUNTY LODGERS TAX.

****

Section 2

LODGER'S TAX COMMITTEE

Meeting Date: 03-25-14

Amount Approved: $ 10,000.00 Request Denied: _____

Comments: _____

[signature]

Authorized Signature

****

Section 3

LINCOLN COUNTY COMMISSION

Meeting Date: 4/25/14

Approval: _____ Denial: _____

Comments: _____

County Manager Signature

****

FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL THE AWARDED FUNDS REIMBURSEMENT FORM IS SIGNED AND TURNED IN TO LINCOLN COUNTY.

DISTRIBUTION:

1) COUNTY MANAGER 2) COUNTY FINANCE 3) LODGER'S TAX COMM 4) REQUESTING ORGZN.

Lincoln County
Lodgers Tax Committee
Regular Meeting

James Hobbs, Tourist Related
Sue Hutchison, General Public
David Vigil, Lodging Industry
Alice Seely, Tourist Related
Victor Garrison, Lodging Industry

MINUTES

Village of Capitan (Council Chambers) Capitan, New Mexico
Tuesday, June 24, 2014 @ 10 A.M.

1. Call to Order

2. Roll Call: Present David Vigil, sue Hutchison, Alice Seely

3. Approval of Minutes: March 25, 2014 Regular Meeting: Approved

4. Funding Request: $3,000
   Purpose: Tour de Ruidoso
   Date(s) of Event: September 2014
   Presenter: Michele Thurston, Bicycle Ruidoso
   Motion to Approve: Alice Seely
   Seconded: Sue Hutchison
   Approved to recommend $3000.00 Unanimous

5. Acceptance -
   A. Lodgers Tax Report – Lodger's Tax Report March & April 2014: Approved, all present called for regular review of budget before funding projects.

6. Acceptance –
   A. Budget Report Ending March 31, 2014, April 30, 2014 & May 31:Approved, all present called for regular review of budget before funding projects.

7. Other Items (for discussion only - no action will be taken)
   A. Outstanding Purchase Orders as of March 31, 2014, May 1, 2014 & May 30, 2014
   B. Awarded Funds Summary – March 2014

8. Next meeting:
   A. July 29, 2014 Regular Meeting

10.Adjourn: Motion to adjourn: Sue Hutchison
Seconded: Alice Seely
Approved.

RECEIVED

JUL 07 2014

ADMINISTRATION
LINCOLN COUNTY NM

Date: 06-24-14

№ 1720

LINCOLN COUNTY LODGER'S TAX APPLICATION FOR FUNDING

****

Section 1

Name of Organization: Bicycle Ruidoso

Organization is: ____Profit ✓ Non Profit ____Government Related

Address: 114 Horton Cir City: Ruidoso State: NM Zip: 88345

Contact Person (s): Michelle Thurston Telephone # (s): 915-525-3079

Amount Requested: $ 3,000.00 Money is to be used for: advertising, t-shirts, organization of event, etc... bib numbers

BY SIGNING BELOW, I ATTEST THAT I WILL PROVIDE LINCOLN COUNTY WITH THE APPLICABLE DOCUMENTATION NECESSARY TO VALIDATE THAT THE FUNDS RECEIVED WILL BE SPENT IN ACCORDANCE WITH THE LINCOLN COUNTY LODGERS TAX ORDINANCE.

Signature: Michelle Thurston Date: 6/24/14

****

NOTE: Credit/Tag Line must appear or be given as follows: Paid For By LINCOLN COUNTY LODGERS TAX.

****

Section 2

LODGER'S TAX COMMITTEE

Meeting Date: 6-24-14

Amount Approved: $ 3,000.00 Request Denied: _____

Comments: _____

David R. Tigue
Authorized Signature

****

Section 3

LINCOLN COUNTY COMMISSION

Meeting Date: _____

Approval: _____ Denial: _____

Comments: _____

County Manager Signature

****

FUNDS WILL NOT BE RELEASED BY LINCOLN COUNTY UNTIL THE AWARDED FUNDS REIMBURSEMENT FORM IS SIGNED AND TURNED IN TO LINCOLN COUNTY.

DISTRIBUTION:
1) COUNTY MANAGER 2) COUNTY FINANCE 3) LODGER'S TAX COMM 4) REQUESTING ORGZN.

Agenda Item No. 13

SUBJECT

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

LINCOLN COUNTY
www.lincolncountynm.net

County of Lincoln

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

Agenda No. 14

July 9, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Approval of various Resolutions

Purpose: To obtain approval of the attached Resolutions.

Discussion:

Enclosed are various resolutions for consideration and action. The resolutions are identified as follows:

a. **Resolution 2014-1** - Resolution and Proclamation of Hospital Mill Levy General Election
b. **Resolution 2014-5** - Amending Resolution 2013-37 Lincoln County Detention Center Good Time Policy
c. **Resolution 2015-6** – Adopt Lincoln County Senior Citizen's Program Senior Center Policy Manual
d. **Resolution 2014-7** Renewal of Fire Restrictions
e. **Resolution 2014-8** Declaring July 14 thru 18, 2014 As "New Mexico Hunger Week"
f. **Resolution 2014-11** – Confirmation that Lincoln County Fire Department and Fire Chief have read and understand, and will comply with Terms of Wildfire Risk Reduction Program.

Recommendation: Due to the recent rains and reduced fire danger, and in order to stay consistent with Smokey Bear Ranger District's fire restrictions, Manager recommends rescinding the current ban on burning; therefore not approving Resolution2014-7. Manager recommends approval of Resolutions 2014-1, 2014-5, 2014-6, 2014-8 and 2014-11.

DRAFT

RESOLUTION AND PROCLAMATION OF

HOSPITAL MILL LEVY GENERAL ELECTION

RESOLUTION NO. 2014-01

WHEREAS, the Lincoln County Medical Center, the Emergency Medical Services (EMS), and all Lincoln County health and medical clinics are integral to the health care and economic development of Lincoln County; and

WHEREAS, the New Mexico Hospital Funding Act provides a mechanism whereby a mill levy can be approved by the public for the continued maintenance and operation of the hospital and clinics; and

WHEREAS, there expires on June 30, 2015 the existing mill levy, which was approved "to operate and maintain the Lincoln County hospital and clinics . . . with the Lincoln County Medical Center receiving two (2) mills and the Carrizozo Health Center, Corona Health Center, and the Hondo Clinic, in the aggregate, receiving one (1) mill, for eight (8)years;" and

WHEREAS, it is necessary to continue the imposition of a mill levy and place into effect a new mill levy amount to make funds available for purposes in addition to those approved by the 2008 levy, as follows: "to operate and maintain the Lincoln County Medical Center, Emergency Medical Services (EMS), and all Lincoln County health and medical clinics, with the Lincoln County Medical Center and Emergency Medical Services (EMS) receiving two (2.00) mills and all Lincoln County Health and Medical Clinics receiving one (1.0) mill, for eight (8) years."

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of Lincoln County, New Mexico as follows:

SECTION 1.

On the 4th day of November, 2014, there will be held in the County of Lincoln a General Election. On the ballot for the General Election, there shall be submitted to the qualified electors of the County of Lincoln the question of whether or not a property tax should be imposed for the purpose of operating and maintaining the Lincoln County Medical Center, the Emergency Medical Services (EMS), and all Lincoln County clinics, including Capitan Medical Clinic, Carrizozo Health Center, Corona Clinic and Hondo La Casa de Buena Salud Clinic (La Casa Medical Clinic).

SECTION 2.

The Voting Centers in the County of Lincoln in which the General Election is to be held and the location of each Voting Center shall be as follows:

Capitan High School, 150 Forest Street, Capitan NM

Corona Village Hall, 461 Main St., Corona, NM

Hondo High School, 111 Don Pablo Lane, Hondo NM

Lincoln County Courthouse, 300 Central Avenue, Carrizozo NM

Ruidoso Convention Center, 111 Sierra Blanca, Ruidoso NM

Ruidoso Downs Senior Center, 26337 US HWY 70, Ruidoso Downs NM

In addition, there will be an Absentee Voter District established as described in Section 4 herein.

SECTION 3.

The polls for said election will be open between the hours of 7:00 a.m. and 7:00 p.m. on the day of the election. The County Clerk shall accept completed ballots until 7:00 PM on November 4, 2014.

SECTION 4.

Absentee voting will be permitted in the manner authorized by NMSA 1978 Section 1-6-1, *et seq.*, as amended or supplemented. Qualified electors may procure an absentee ballot or vote absentee in person at the Office of the County Clerk of Lincoln County, during the regular hours and days of business from 8:00 a.m. October 7, 2014 until 5:00 p.m. October 31, 2014, pursuant to NMSA 1978 Section 1-6-5. The last day the County Clerk may mail an absentee ballot is October 31, 2014.

SECTION 5.

Early voting will be permitted in the manner authorized by NMSA 1978 § 1-6-5.7, *et seq.*, as amended or supplemented. Qualified electors may vote early in person at the Lincoln County Courthouse, 300 Central, Carrizozo, Monday through Friday from 8:00 a.m. beginning October 20, 2014 until 5:00 p.m., October 31, 2014 and 10:00 a.m. through 6:00 p.m. on Saturday, November 1, 2014 or at the Horton Complex, 237 Service Road, Ruidoso, Tuesday through Saturday from 10:00 a.m. beginning October 18, 2014 through 6:00 p.m. November 1, 2014.

SECTION 6.

The polling place for the receipt, counting, and tallying of the ballots in this election shall be in the County Commission Chambers in the Lincoln County Courthouse, 300 Central Avenue, Carrizozo, New Mexico, through the Office of the County Clerk.

SECTION 7.

At such election, the following question shall be submitted to such qualified registered electors of the District:

> LINCOLN COUNTY MEDICAL CENTER, EMERGENCY MEDICAL SERVICES (EMS), AND ALL LINCOLN COUNTY HEALTH AND MEDICAL CLINICS MILL LEVY QUESTION:
>
> SHALL THE BOARD OF COMMISSIONERS OF LINCOLN COUNTY BE AUTHORIZED TO RENEW A LEVY OF THREE (3) MILLS AS PROVIDED IN THE HOSPITAL FUNDING ACT TO OPERATE AND MAINTAIN THE LINCOLN COUNTY HOSPITAL, EMERGENCY MEDICAL SERVICES (EMS), AND ALL LINCOLN COUNTY HEALTH AND MEDICAL CLINICS? THE FUNDS FROM SAID LEVY WILL BE DIVIDED WITH THE LINCOLN COUNTY MEDICAL CENTER AND EMERGENCY MEDICAL SERVICES (EMS) RECEIVING TWO (2.00) MILLS AND ALL LINCOLN COUNTY HEALTH AND MEDICAL CLINICS, RECEIVING ONE (1.0) MILL, FOR EIGHT (8) YEARS.

SECTION 8.

The tax contemplated by the hospital mill levy question is authorized by the Hospital Funding Act, N.M.S.A. Section 4-48B et seq., (1978) as amended and supplemented.

SECTION 9.

The County's qualified electors are eligible to vote on the Election Questions. No judge or clerk of the election shall allow a person to vote unless he or she is duly registered as a voter with the County Clerk.

SECTION 10.

Persons desiring to vote at the Election must be registered to vote. Any person who is otherwise qualified to vote and who is not currently registered may register at the office of the Lincoln County Clerk on or before 5:00 PM, October 7, 2014.

A person is a qualified elector of the County of Lincoln if he or she is a citizen of the United States, is at least eighteen (18) years of age on the day of the election, and is a resident of the County of Lincoln on the day of the election.

In order to vote, qualified electors of the County of Lincoln must be registered with the County Clerk of the County of Lincoln in accordance with law. Any otherwise qualified elector who is not now registered and who wishes to vote at such election must register prior to 5:00 p.m. on October 7, 2014, being the twenty-eighth (28th) day immediately preceding the election, at the Office of the County Clerk of Lincoln County, Lincoln County Courthouse. In addition, pursuant to NMSA Section 1-4-5.2:

A. A qualified elector may register to vote at certain state government offices.
B. Pursuant to Section 1-4-47 NMSA 1978, a qualified elector who applies for a driver's license, license renewal or motor vehicle identification card may simultaneously register to vote of file a change of address for voter registration purposes.
C. Pursuant to Section 1-4-48 NMSA 1978, a qualified elector may register to vote in any state agency that provides public assistance or services to persons with disabilities. The secretary of state may designate other state or local public offices with the agreement of those offices.

SECTION 11.

This Resolution shall be filed with the Lincoln County Clerk after adoption by the Board of Commissioners. Thereafter, the question shall be published in the proclamation for the 2014 General Election Pursuant to Section 1-11-3 NMSA 1978. The proclamation shall be published at least once, not more than twelve nor less than seven days before election day.

DRAFT

PASSED, APPROVED AND ADOPTED, this, the _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF LINCOLN COUNTY, NEW MEXICO

_____

JACKIE POWELL, CHAIR

_____

PRESTON STONE, VICE CHAIR

_____

MARK DOTH, Member

_____

DALLAS DRAPER, Member

_____

KATHRYN MINTER, Member

ATTEST:

_____

RHONDA BURROWS
Lincoln County Clerk

LINCOLN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2014-05

A RESOLUTION RELATING TO THE ADOPTION AND ESTABLISHMENT OF RULES FOR THE ACCRUAL OF DEDUCTION OF TIME FOR GOOD BEHAVIOR AND INDUSTRY AND AMENDING RESOLUTION 2013-37

PREAMBLE

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Tuesday, July 15, 2014 in the Lincoln County Commission Chambers, 300 Central Avenue, Carrizozo, New Mexico; and,

WHEREAS, NMSA 1978, Section 33-3-9 (1995) provides that the Sheriff or jail administrator of any county, with the approval of a committing or presiding judge, may grant sentenced inmates deduction of time for good behavior and industry, and shall establish rules for accrual of deductions; and,

WHEREAS, Section 4-37-1 *et seq.* NMSA 1978 provides that counties may adopt those resolutions and ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, the efficient, orderly administration of the county jail, the safety and rehabilitation of its inmates, and the safety of county inhabitants causes the Board to adopt said Resolution to provide parameters for the implementation of a deduction program as contemplated by NMSA 1978, Section 33-3-9,

I. PURPOSE:

To provide information and guidance to the Detention Center staff and inmates regarding the awarding of good time to those individuals sentenced to the detention facility.

II. APPLICABILITY:

Any inmate serving a sentence for which he/she has been committed to the custody of the County, *other than for a violation of probation when probation was imposed pursuant to one or more felony convictions,* who has been deemed eligible to earn deductions by the committing or presiding judge, and who has completed service of any applicable statutory minimum sentence or judicially imposed term of ineligible time, and all Lincoln County Detention Center Corrections Personnel, inmates and Court/Judicial personnel.

III. DEFINITIONS:

A. Corrections Personnel

Individuals who are employed by Emerald Correctional Management, LLC or Lincoln County management to work at the Lincoln County Detention Center.

B. Good Behavior

Absence of both Major and Minor Violations.

C. Industry

Active participation in inmate programs, including, but not limited to: community service programs, community outreach programs, mental health programs, substance abuse programs, educational programs. Industry does not include participation in paid work programs or primarily religious programs.

D. Inmates

An individual who is sentenced to serve correction time at the Lincoln County Detention Center.

E. Judicial Personnel

An employee with the 12th Judicial District Court and/or Magistrate Courts in Lincoln County.

F. Major Violation

Conduct or conspiracy to commit conduct that would constitute a criminal offense, including, but not limited to: battery resulting in at least a temporary disfigurement to another inmate, battery on detention personnel, property damage, misuse or unauthorized possession of restricted controlled substances, escape or attempted escape, use or possession of weapons, larceny.

G. Minor Violation

Failure to abide by the rules of Lincoln County Detention Center where the inmate is being housed, including, but not limited to: disruptive or disrespectful conduct, refusal to follow a lawful order, and conduct with any party to which the inmate has been prohibited contact by the Courts.

IV. POLICY:

A. In accordance with New Mexico State Statute 33-3-9 NMSA 1978 and the 4TH Edition: 4-4441; 4-ALDF-5A-08.

B. The Lincoln County Sheriff, in coordination with the Detention Center Director or Designee with the approval of the committing judge may grant any person imprisoned in Lincoln County Detention Center a deduction of time from the term of his/her sentence for good behavior and industry and shall establish rules for the accrual of "good time."

C. Authorization of inmate good time sentence reduction:

1. Deduction of time shall not exceed one-half (1/2) of the term of an inmates' original sentence. NOTE: If an inmate is serving two (2) or more cumulative sentences, the sentences shall be treated as one sentence for the purpose of deducting time for good behavior.

2. An inmate shall not accrue good time for the statutory mandate of a sentence.

3. An inmate shall not accrue good time for Contempt of Court, or paying of Court imposed fines and fees.

V. PROCEDURES:

A. Procedures and Guidelines for Good Time Credit:

1. Written request from the inmate. See attachment "A."

2. Inmate prepares an agreement to abide by the following:

a. Rules of conduct of the facility.
b. Security and disciplinary procedures of the facility.
c. Available programs participation.
d. The ability to work within the facility.

VI. ACCRUAL OF CREDIT:

A. The Detention Center Director or Designee as allowed by the state statute and this policy will determine the amount of sentence reduction any sentenced inmate may receive utilizing the provided Good Time Calculation chart. See attachment "B." The Detention Center Director or Designee will report his/her findings to the Lincoln County Sheriff for review.

Example:

Date Received: _____ Inmate Name _____

Days sentenced	50%	# days early	75%	# days early	80%	# days early	85%	# days early
180	90	90	135	45	144	36	153	27

No. of write ups
No. of programs attended
No. of volunteer time
No. of warnings
No. of prior arrests

40 pts=>>>>>	50%
35 pts=>>>>>	75%
30 pts=>>>>>	80%
20>less=>>>>	85%

APPROVALS

Detention Center Director _____

Sheriff _____

B. Any eligible inmate that works as an inmate worker, and successfully maintains that position, may be considered for credit for good behavior and industry of up to one-half (1/2) of their sentence or cumulative sentences.

VII. FORFEITURE OF CREDIT:

A. The Lincoln County Sheriff, in coordination with the Detention Center Director or Designee shall have the authority and responsibility for removing an inmate's accrued sentence reduction credit for infraction(s) committed at Lincoln County Detention Center.

B. Any major or minor violation may result in the loss of part or all accrued credit.

C. No inmate may accrue sentence reduction credit while in segregation as a result of a disciplinary action.

D If the violation is assault or battery on another resident or staff member, this may result in the loss of all accrued credit and removal of the inmate from consideration for future credit toward sentence reduction.

E. Sentence reduction credit will only be given for time actually served in Lincoln County Detention Center and the committing judgment and sentence. Time spent on furlough, or any other authorized extended absences, will not be credited in any good time calculations.

VIII. PROCESS OF REVIEW

DETENTION FACILITY:

1. Good Time Credit Request documents are forwarded to the Detention Center Director for review:

   -IF APPROVED BY THE DETENTION CENTER DIRECTOR:

   a. Request documents will be forwarded by the Detention Center Director or Designee to the Sheriff.

   b. Along with the request documents, the Detention Center Director will add his/her recommendations and comments to the Sheriff for review and approval.

   -IF DENIED BY THE DETENTION CENTER DIRECTOR:

   a. Detention Center Director will meet with the inmate for discussion and review of denial;
   b. The inmate will be provided a copy of the reason for denial; and,
   c. The inmate will be provided further instructions if needed.

SHERIFF:

The Sheriff will review the application documents and the recommendation of the Detention Center Director.

IF APPROVED:

a. The Sheriff will forward the information back to the Detention Center Director who will finalize the request and the agreement with the inmate.

IF DENIED:

b. The Sheriff will forward a request denial notice back to the Detention Center Director.

c. The Detention Center Director will meet with the inmate and provide a copy of the denial to the inmate with further instructions if needed.

APPROVED, ADOPTED AND PASSED on this 15th of July, 2014.

BOARD OF COUNTY COMMISSIONERS

Jackie Powell, Chair

Preston Stone, Vice Chair

Dallas Draper, Member

Mark Doth, Member

Kathryn Minter, Member

ATTEST:

Rhonda Burrows, Lincoln County Clerk

LINCOLN COUNTY DETENTION CENTER GOOD TIME CREDIT REQUEST FORM

Good Time Credit Request

Inmate Name _____ Inmate # _____ Agency _____

Intake Date _____ Discharge Date _____ Court Order# _____

Criminal History

Current Charges	Judicial Jurisdiction	Disposition

Previous

Date	Charges	Location	Disposition

Have you been on probation before ? yes ☐ no ☐ if yes, when and where:

_____

_____

Do you have any other court dates pending? yes ☐ no ☐ if yes, when and where:

Date for What _____

Reason for Request:

_____

_____

_____

Programs attended Completed on

_____ _____

_____ _____

_____ _____

Volunteer & hours _____ _____ _____

_____ _____ _____

		Date/time
Picked up by	_____	_____
Sergeant	_____	_____
Reviewed Lieutenant	_____	_____

Charges checked ☐
Programming ☐
Volunteer hours ☐
court order(s) check ☐

		Date/time
Approved by Captain	_____	_____
LCDC Director's receipt date:	_____	_____

Good Time release Scale sheet

Date Received: [ ] Inmate's Name [ ]

Days sentenced	50%	rel days early	75%	rel days early	80%	rel days early	85%	rel days early
30	15	15	23	8	24	6	26	5
60	30	30	45	15	48	12	51	9
80	40	40	60	20	64	16	68	12
100	50	50	75	25	80	20	85	15
120	60	60	90	30	96	24	102	18
130	65	65	98	33	104	26	111	20
150	75	75	113	38	120	30	128	23
160	80	80	120	40	128	32	136	24
180	90	90	135	45	144	36	153	27
200	100	100	150	50	160	40	170	30
220	110	110	165	55	176	44	187	33
230	115	115	173	58	184	46	196	35
240	120	120	180	60	192	48	204	36
250	125	125	188	63	200	50	213	38
260	130	130	195	65	208	52	221	39
Off dates	0	0	0	0	0	0	0	0

			total points
No. of write ups	[ ]	(1 minor: -5pts, Major: -15pts)	[ ]
No. of Programs	[ ]	(1: + 10pts)	[ ]
No. of volunteer time	[ ]	(10 hrs: + 5pts)	[ ]
No. Of warnings	[ ]	(1 warning: -3pts)	[ ]
No. of Prior arrests	0	(ea. Arrest: -3pts)	[ ]
			[ ]

40 pts	50%
35 pts	75%
30pts	80%
20>less	85%

Sheriff's reveiw :

Approved Recommend by:
Corrections Director_____

_____
Approved / Denied

Lincoln County

Board of Commissioners

Resolution No 2014-06

Adopting a Lincoln County Senior Citizen's Program
Senior Center Policy and Procedure Manual

Policy Recitals

Whereas, the Board of County Commissioners met in a regularly scheduled meeting on, July15,2014 at 8:30 a.m. in the Lincoln County Building, located at 300 Central Avenue, Carrizozo, New Mexico; and,

Whereas, NMSA 1978, Section 3-18-1 provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1, have the power to "protect generally the property of its municipality and its inhabitants" and "to preserve peace and order"; and

Whereas, NMSA 1978, Section 4-38-18 declares that the Board of County Commissioners shall "have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law"; and,

Whereas, Lincoln County owns and operates senior centers to provide a place for seniors to congregate and in conjunction with the New Mexico Non-Metro Area Agency on Aging and the New Mexico Aging and Long Term Services Department, the County provides meals at centers, home delivered meals and transportation services to Lincoln County's senior citizens; and,

Whereas, the Board of County Commissioners of Lincoln County has determined that to best protect the County's senior citizens and it's property, it is necessary to promulgate a Senior Center Policy and Procedure Manual to provide for the efficient, safe operations of the County's senior centers; and,

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Lincoln County hereby adopts the following Senior Center Policy and Procedure Manual, which replaces all preceding manuals:

Policy and Procedure Manual

Contents

1.0 Program Code of Conduct

All contractors of the NCNMEDD Non Metro Area Agency on Aging are required to comply with this Code of Conduct Policy. The NCNMEDD Non Metro AAA will include a compliance of this policy in the assessment process utilized for programs. Program employees, volunteers, board members and other staff (program personnel) shall adhere to the Lincoln County Personnel Policies.

Lincoln County Senior Centers Program will strive to provide seniors with facilities and services to assist them in living a comfortable, enjoyable and full mature lifestyle in their individual homes as well as in the Lincoln County senior centers.

Lincoln County Senior Centers Program will provide high quality, service-oriented assistance to our clients and will hire staff willing to carry out this same goal. It is our commitment that we work together in order to be a positive difference in the lives of our senior individuals and the communities we serve. We will represent our county by being genuinely concerned for the well-being of our senior citizens. We will:

- Display honesty, integrity, and empathy in all our interactions
- Maintain a courteous, friendly, positive attitude toward others
- Consider the priorities, needs/wishes of our seniors when delivering services
- Be punctual and maintain a regular and set schedule

1.1 Staff Code of Ethics

1. All staff will respect the privacy of each other, our senior participants and their families.
2. All information staff may learn about each other, senior participants, or their families will be kept confidential.
3. All staff members and volunteers will maintain the highest standards of personal ethics and conduct at all times.
4. Ensure the unfair advantages of seniors or other persons within the program do not occur.
5. Including but not limited to:
    a. mental anguish, negligence, infliction of pain, or intentional abuse
    b. neglect or failure of a caregiver for the provisions of basic needs
    c. improper and unauthorized use of funds, property, and other such resources for the use of exploitation
    d. for another's profit or advantage.
6. No position shall be used to intimidate, threaten, or coerce any person into performing any action that would not otherwise perform.
7. Privileged and confidential information shall not be used for any person's private gain.
8. Will not directly or indirectly engage in any financial transaction for the personal gain as a result of information obtained through their position in the program.
9. Shall not directly or indirectly accept any type of compensation, gifts, loans, favors, gratuities, or promise of future employment or anything of greater value or service as it relates to their position in the program.

1.2 General Procedures

1.2.1. Personal Safety Issues

1. Staff will be aware of their surroundings at work and when entering the homes of clients.
2. Staff will not enter any such dwelling that presents a serious threat of physical and/or emotional harm.
3. Staff will carry a minimum of personal articles with them into client homes. All articles shall be kept in their possession while in participant homes or left in the vehicle.
4. Staff and personnel who feel they are in physical danger or are being sexually, or otherwise, harassed must notify the Program Administration immediately.

1.2.2. Client Safety Issues

1. Staff will report any physical surroundings of any client that may pose a possible threat to such client.
2. All staff and personnel are required by state law to report any type of neglect or abuse of a senior.
3. Any noticeable changes in the emotional and/or physical health of any senior participant should be reported to Program Administration.

1.2.3. Implementation Plan

1. Each employee will be properly trained and made to become familiar with the code of conduct requirements and general expectations regarding appropriate behaviors. Any and all trainings will be dated and documented.
2. Information regarding the prevention of adult abuse, neglect and exploitation shall be provided through public workshops, presentations, and written materials.
3. A system or procedure for handling cases of suspected abuse, neglect or financial exploitation shall be established and abided.
4. Inform seniors that financial exploitation will not be tolerated by persons within the Aging Network. (Notices regarding exploitation shall be posted in conspicuous areas of the Lincoln County senior centers.)
5. Discipline any person who violates the program's code of conduct.
6. Adhere to the Lincoln County Personnel Policies and Procedures.

2.0 Disaster Policy

The purpose of this compliance plan is to summarize Lincoln County Senior Citizens Program's efforts to evaluate and prepare for any disasters. In the event of a disaster, Lincoln County Senior Citizens Program will implement this plan in conjunction with the Fire Marshall, Emergency Management Team, County Commissioner, and County Manager.

2.1 Procedures

Ensure the following:

1. Access to water and necessary sanitation facilities.
2. Access to medications/prescriptions at a local pharmacy.
3. Access to healthcare.
4. A physician and/or dentist who will be willing to come to center if necessary.

5. Determine other means of heat if natural gas/propane is unavailable.
6. Determine other means of electricity if power should be unavailable.
7. Obtain and maintain flashlights and batteries and first-aid kits.
8. Access to a bank machine
9. Access to paper goods and eating utensils.
10. Access to hand-operated can openers

2.2 Emergency Plan

Inclement weather, such as snow days, flooding, or storms in which vehicles would be unable to travel to home bound participants, the following procedures will be implemented:

1. Notify local media to announce that senior centers will be closed and no meals will be served.
2. Staff is advised to watch local media for updated weather reports.
3. Staff will contact clients scheduled for medical transportation and reschedule.
4. Homebound participants who live in areas where roads can become flooded, extremely muddy or snow packed shall be provided with shelf staple meals.
    a. It is the responsibility of staff to deliver and provide five (5) shelf staple meals to each homebound participant at the onset of inclement weather.
    b. Deliver five (5) shelf staple meals to any new homebound client when meal delivery begins.
    c. Inform homebound clients that shelf staple meals are to be used in the event of an emergency in which senior centers have to be closed.
    d. Each homebound client shall receive instructions on how to prepare and store shelf staple meals.
    e. Should bad weather last longer than anticipated; an attempt to deliver meals will be made for those homebound clients that are in the most need. A four wheel drive vehicle will be provided by the county, along with the aid of county and city emergency personnel.

3.0 Political Policy

Requests from candidates who wish to address seniors at any senior center must seek approval from the Site Manager and/or County office before scheduling an event. The Site Manager will be held responsible for the enforcement of the following policies.

1. Any and all agency representatives, including employees, board members, and advisory council members are prohibited from engaging in political activities with the senior citizens at any senior center.
   Such as:
   a. Displaying endorsement materials of any one individual candidate.
   b. Displaying support of any one individual candidate.
   c. Displaying promotion of any one individual candidate.

2. Allotted Time Frame:
   a. No presentations will be scheduled during the lunch period.
   b. Presentations shall not exceed 15 minutes, this includes a question and answer forum.

3. Types of Presentations:
   a. One to One process
   b. Group process
   c. Forums (sponsored by Lincoln County Senior Program)

4. Arrangements must be made before scheduled event should the candidate request to distribute any type of political material.

5. Campaign signs or materials may only be posted on Lincoln County properties during the time of presentations and must be removed upon completion of presentation.

4.0 Congregate Participant Code of Conduct

Lincoln County Senior Citizen Program will administer activities at any Lincoln County Senior Center as well as the use of vehicles owned by Lincoln County, under the Code of Conduct policies as set in place by the Lincoln County Board of Commissioners. These policies are established in order to provide a safe and orderly environment for seniors, staff and all other participants.

Participants found to be involved in any violation of the rules and regulations shall first meet with the Program Director, if no resolution is achieved, the violator will then meet with the County Manager to try to resolve matters fully.

Lincoln County Senior Citizens Program will use any and all means at its disposal to manage issues with substance abuse, harassment, and weapons at the Senior Centers, in county owned vehicles, and in participant's homes in order to protect the safety and security of its elderly participants. (Exhibit A)

4.1 Activities

Activities may be held during regular scheduled hours for each center. Activity participants will be held responsible for cleaning after the activity and will be monitored by staff.

4.1.1 Senior Center Hours

Capitan Zia Center .....8:00 A.M. to 4:00 P.M.
Carrizozo Zia Center .....8:00 A.M. to 4:00 P.M.
Corona Zia Center .....8:00 A.M. to 4:00 P.M.
Hondo Zia Center .....8:00 A.M. to 4:00 P.M.
Ruidoso Downs Zia Center .....8:00 A.M. to 4:00 P.M.

4.2 Nutrition (Meals)

1. Courtesy shall always be shown.
2. Cleanliness in mandatory.
3. Food is not to be touched in the serving line.
4. Food may not be carried out of center.
5. A handicap area will be designated.
6. Donations are strictly voluntary.
7. Abuse in any form will not be tolerated.

4.3 Smoking

Smoking is strictly prohibited inside all senior center buildings and vehicles at any time.

4.4 Alcohol

Alcohol is strictly prohibited in inside all senior center buildings and vehicles at any time.

1. Any person caught in violation of this policy will be asked to leave the premises immediately.

    a. If any resistance is displayed, the Site Manager will call the Sheriff's Department and ask that the violator be escorted off the property.
    b. Under no circumstance should staff or any other person attempt to physically or verbally restrain the violator.
    c. Consequences of any such violation will be documented and the violator will be given a copy of violation document.
    d. The staff member in charge will immediately document the situation and communicate any actions taken to the Program Director.

4.5 Weapons (Violent Actions)

Weapons of any sort are not allowed in the Senior Center buildings.

1. Any person seeing a weapon or suspects the carrying of a weapon, must notify staff in charge immediately.

    a. Staff member in charge will call Sheriff's Department for assistance.
    b. Site Manager or any other person will not make any attempt to remove the perpetrator.

2. If a violent outbreak occurs between participants, guests, or staff, whether it be a physical or verbal exchange, the Site Manager will attempt to verbally cease the violence. No person, under any circumstance, should attempt to physically separate the parties involved in violent actions.

    a. If any resistance is displayed, the Site Manager will contact the sheriff's department immediately.
    b. Any justifiable suspension that results from violent actions committed on Lincoln County properties will be documented and a registered letter, signed by the Site Manager and Program Director, will be mailed to person/persons involved.

4.6 Harassment

Harassment in any form will not be tolerated (i.e. by telephone, verbally, physically, or in writing).

1. Staff and/or volunteers who receive a harassing telephone call are not to engage in any type of argument with the caller.

    a. Staff and/or volunteers will instruct the caller to call at a later time once the caller is able to maintain a more composed demeanor.
    b. Any type of written harassment received will be turned over to the Program Director immediately.
    c. Any type of oral abusive behavior will be documented and reported to the Program Director immediately.

2. Any justifiable suspension that results from harassment committed on Lincoln County properties will be documented and a registered letter, signed by the Site Manager and Program Director will be mailed to person/persons involved.

4.7 Stealing or Destruction of Property

Any participant caught stealing or intentionally destroying property will be subject to suspension and/or removal from the property.

1. Abuse or intentional damage to any property will not be tolerated.
2. Drinking and/or eating is strictly prohibited while working on computers, playing pool, or any other activity that could potentially become damaged.

3. If a suspension occurs due to theft, it will be reported to the Program Director who will report the incident to the Sheriff's Department.

4.8 Personal Hygiene

Cleanliness and good hygiene is expected from staff and participants. If any person's hygiene becomes offensive to others, the Site Manager will privately address the matter with the individual.

1. It is the Site Manager's responsibility to counsel the individual and investigate why the individual is having difficulty maintaining proper hygiene.
2. If a resolution cannot be compromised, the participant may be suspended from senior center. In-home services will be provided if deemed necessary by Site Manager and Program Director.
3. Findings and the plan of action will be documented and reported to the Program Director.

4.9 Administrative Procedures

If the Program Director has reasonable and sufficient evidence that a participant has violated a provision, or provisions, of the Program Code of Conduct, the Program Director will follow the following plan of action:

4.9.1 Due Process Procedures

1. If the Program Director has reasonable, probable cause to believe that a participant has violated any provision of the Code of Conduct, the Director will meet privately with the participant in an attempt to informally resolve the issue.
2. In the event a mutual agreement cannot be made, the Program Director will send a written notice to the participant stating the intended disciplinary action. (Written notices will be translated into appropriate language if necessary.)
3. The written notice will specify the violation committed, disciplinary action taken, and the participant's right to appeal.
4. The participant in violation will be granted five calendar days from the date of receipt of written notice to request a hearing for purposes of appeal.
5. The County Manager or his/her designee will conduct a hearing as outlined in section 6.2 of this policy at the nearest senior center.

4.9.2 Appeal and Hearing Process

Please refer to section 6.2 of this policy manual for the appeal and hearing process.

5.0 Homebound Participants Code of Conduct

The Lincoln County Senior Citizens Program will administer all in-home services. The Code of Conduct lists those policies established to provide a safe and orderly environment for senior participants and the service provider.

5.1 Participant Policy

1. Recipient of services must be courteous to staff members administering services in the home.
2. Recipient of service will not allow harassment in any form.
3. Violent actions by recipients will not be tolerated by staff and/or volunteers.
4. Family and friends of participants must abide by the policies. Failure to comply with the written policies can/will result in the termination of services.

5.1.1. Due Process

1. If the Program Director has reasonable and probable cause to believe that a participant has violated any provisions of the Homebound Participants Code of Conduct, he/she will meet privately with the participant in attempt to resolve the issue.
2. In the event a mutual agreement cannot be made, the Program Director will send a written notice to the participant stating the intended disciplinary action. (Written notices will be translated into appropriate language if necessary.)
3. The written notice will specify the violation committed, disciplinary action taken, and the participant's right to appeal.
4. The participant in violation will be granted five calendar days from the date of receipt of written notice to request a hearing for purposes of appeal.
5. The County Manager or his/her designee will conduct a hearing as outlined in section 6.2 of this policy at the nearest senior center or participant's home.

5.1.2 Appeal and Hearing Process

Please refer to section 6.2 of this policy manual for the appeal and hearing process.

6.0 Participant Grievance and Disciplinary Hearing Procedures

6.1 Grievance Procedure

Any participant that is denied services or is dissatisfied with services provided by the Lincoln County Senior Citizens Program is advised to follow the following procedures.

Failure to follow the listed procedures will cause the complaint/grievance to be rejected without consideration.

1. A written document of complaint or grievance should be given to the Site Manager within five calendar days of the occurrence.
2. The Site Manager will make every effort to resolve the matter within 14 calendar days of the complaint/grievance.
3. If the participant is dissatisfied with the resolution proposed by the Site Manager, the written report will be given to the Program Director in order to resolve the matter.
4. The Program Director will make every attempt to resolve the issue within 14 calendar days of the complaint/grievance.
5. If a resolution has not been agreed upon, The Program Director will notify the County Manager of the complaint/grievance. The County Manager and the Advisory Council member will then have 7 calendar days to produce a reasonable resolution.
6. The County Manager and Advisory Council member will submit the final determination to the participant in violation.

6.2 Disciplinary Hearing and Appeal Process

Any program participant who wishes to appeal the decision of the director per sections 4.9.1 or 5.1.1 of this policy shall follow the appeal procedures as outlined.

1. Any disciplinary action authorized by the Director may be appealed no earlier than 5 calendar days from receipt of request, but no later than 30 calendar days from receipt of request. Notice of hearing shall be mailed to the participant at least five days prior to the scheduled hearing.
2. The County Manager shall meet with the participant in violation and the Program Director responsible for administering the disciplinary action. The County Attorney and legal counsel for the participant may also be present. The hearing will allow the participant to respond to the disciplinary actions set forth by Program Director. Witnesses are permitted as determined relevant to the case by the County Manager.
3. During the hearing the County Manager shall render rulings on procedural and substantial issues of the hearing and shall determine the admissibility of evidence and/or testimony, all of which must apply directly to the issue being appealed.
4. DISCIPLINARY HEARING DECISION - The County Manager will formulate a written decision within 14 calendar days of hearing. The document will state the time, date and location of meeting. It will include all persons in attendance and the results of meeting. The written decision will either be delivered to the program participant or be sent certified mail, return receipt requested.

7.0 Disenrollment Policy

Failure to comply with any of the posted Code of Conduct policies may result in a participant's disenrollment from the programs and services offered by the Lincoln County Senior Citizen's Program. The specified reasons for disenrollment are listed in the program's Code of Conduct.

7.1 General Guidelines

1. Any possible disenrollment referrals shall be given to the Program Director after all attempts to solve the matter have been exhausted.
2. Once the Program Director has received the disenrollment referral for a said participant in violation, he/she will meet with participant in attempt to resolve the issue.
3. In the event an agreement cannot be made, the Program Director will send a written notice to the participant of the intended disenrollment. The written notice will specify the violation/violations and give notice of the participant's right to appeal.
4. The participant will have 5 calendar days from the date of receipt of written notice to request an appeal through the **grievance committee.**
   a. The grievance committee will review the documentation presented and interview the participant with the Program Director in attendance as well.
   b. If and when a final decision is made to dis-enroll a participant, the participant will be deactivated in 30 days.
5. Any person who is dis-enrolled from the program may apply for consideration for reenrollment.
6. Any requests made for reenrollment with be given to the grievance committee for consideration.
7. The participant will be encouraged to participate in other program services.

7.2 In-Home Services

In-home services can be discontinued if the participant obtains other resources.

8.0 New MAPIS Enrollment Policy

Lincoln County Senior Citizens Program will keep record of the number of eligible participants using the Client Registration Form, the Nutritional Assessment Form, Activity of Daily Living (ADL) Form, and Instrument Activities of Daily Living (IADL) Form.

8.1 Enrollment Procedures

1. A qualified staff member will assess participant utilizing SAMS forms.
3. All completed forms must be sent to the Non Metro Area Agency on Aging Regional Office in Clovis, New Mexico on the day conducted.
4. Clients must sign daily logs for any and all services received.
5. Monthly rosters must be completed and submitted to the Program's SAMS Coordinator allowing data to be entered into the SAMS report for the Clovis office.
6. This process must be completed for each client receiving services.

9.0 New MAPIS Policy

9.1 Reconciling Policy

The SAMS Coordinator will enter all information ensuring that the correct numbers are being reported.

9.2 Procedure

1. Data is entered in SAMS.
2. Print a summary report
3. Reconcile with raw data. Raw data includes daily sign-in sheets, rosters, home delivered meals route sheets, transportation log sheets, etc.
4. Reconciliation must be done on a monthly basis.
5. Reconcile to Eligible meals. Eligible meals include all persons age 60 or older and their spouses, regardless of age.
6. If data does not reconcile, the following steps should be performed.
   a. verify mathematical accuracy of data
   b. verify accuracy of data entered into SAMS roster
   c. compare raw data to data entered into SAMS
   d. input corrections

9.3 Client Record Policy

Programs will not be permitted to use the aggregate and temporary identification number fields as a mechanism for not registering clients.

All clients who are entered in the aggregate and are receiving meals on a regular basis must be transitioned to registered client status. Any participant receiving services on a monthly basis is considered regular basis.

All Congregate participants will be re-assessed once a year. All Home-Bound participants will be re-assessed bi-annually or quarterly according to nutritional risk.

10.0 Congregate Policy

The intention of the program is to provide eligible individuals with a healthy meal that meets one-third of the Recommended Daily Allowance and to promote social interaction.

10.1 Eligibility

1. Participants must be 60 years of age or older; however, an individual's spouse may participate, regardless of age.
2. Any individual with disabilities who resides in the home of an eligible senior, regardless of age, are eligible to receive services.
3. Eligible participants must be registered each fiscal year (July through June) by obtaining the following information:
    - Name
    - Address
    - Age
    - Ethnicity
    - Physician's name
    - Date
    - Emergency contact
    - Medications/health conditions
    - Any other pertinent information (updated when necessary)
4. All participants, including blind/disabled individuals, will be served in accordance with the Rehabilitation Act, Section 504. (Persons with limited mobility will be provided special provisions as necessary-i.e. sturdy chairs, adequate moving space for crutches, walkers, or wheelchairs.)

10.2 Meals

1. Meals will be served at least once a day, at least five days a week, unless the serving day falls on a national holiday in which the center is closed or due to inclement weather
2. Meals will meet 1/3 Daily Reference Intake (DRI)
3. Tables and chairs will be sturdy and appropriate for seniors.
4. Individuals under the age of 60 providing volunteer services during the lunch hour

will be eligible for a meal if:
a. It will not affect the meals being served to eligible participants.
b. Elderly participant's environment and safety is not threatened.
c. All health and sanitation procedures are followed.

5. Staff, guests, and volunteers under the age of 60, ineligible for services, may not consume a meal when it will deny any eligible participant to receive a meal. The ineligible person requesting a meal must pay the full cost of the meal as determined by the Program Director.

10.3 Facilities

1. Comply with applicable federal, state, and local health, fire safety, building, zoning and sanitation laws, ordinances or codes.
2. Maintain procedures that assure the facility is clean, safe, and comfortable.
3. The congregate site shall have a basic first-aid kit on premises available at all times.
4. Fire extinguishers will display current inspection tags and be placed throughout the center.
5. Each center shall conduct an emergency evacuation plan at least twice a year.

10.4 Posted Notices, Signs, Information

Each site will post the following notices in conspicuous locations:

1. The rights of eligible persons to equal opportunity and access to services.
2. Copy of grievance procedures for participants.
3. An evacuation plan.
4. No smoking sign.
5. Notice stating that only trained staff and/or volunteers may carry meals out.
6. Copy of Code of Conduct.
7. Full cost of meals for ineligible participants.
8. Policy for serving meals to ineligible guests and/or staff.
9. Suggested contribution for participants and how contribution is utilized.
10. Menus in large print
11. EID assessment/ report
12. Food Service Permit
13. Fire Inspection Report
14. Drug Free Workplace

10.5 Records and Reports

1. Daily logs and other such records for services provided must be maintained on a daily basis.
2. Complete and accurate reports containing information that are necessary for the determination of compliance with the Older Americans Act, federal regulations, Aging and Long Term Services policies, and Non Metro Area Agency on Aging policies must be submitted in a timely manner.
3. Monthly site inspections of the kitchen will be performed and documented.

11.0 In-Home Policy

Lincoln County Senior Citizens Program Centers will comply with the following guidelines that promote the rights of seniors and individuals who receive services. Each individual will be notified and educated as to their rights. A signed "Client's Rights" form will be required from each individual. This form will include the date and signature of person responsible for registering the individual. (Exhibit B)

11.1 Individual's Personal Rights

1. The right of confidentiality of records relating to the individual.
2. The right to be treated with respect and dignity.
3. The right to be cared about with a sincere concern.
4. The right to be encouraged and supported in maintaining one's independence to the extent that conditions and circumstances permit.
5. The right to be a participant of such a program designed to promote personal independence.

11.2 Individual's Participation Rights

1. The right to be fully informed in advance about each in-home service provided and if any change in services that may affect the well-being of the individual.
2. The right to voice a grievance of services that are not being provided with respect and without discrimination.
3. The right to participate in the program and the development of one's service plan.

12.0 In-Home Participants

A method of tracking the number of eligible participants requiring services through the Lincoln County Senior Citizens Program shall be documented.

12.1 Enrollment Procedures

1. If a referral is received for in-home services, a qualified staff member will determine the availability of providing service.
2. Once eligibility has been determined, applicant will be notified.
    a. If applicant is ineligible, applicant will be notified and given possible alternatives.
    b. Applicant will be notified when services do become available.
3. Consumer Report, Health Assessment Form and an Activities of Daily Living (ADL), and Instrumental Activities of Daily Living (IADL) will be completed for each individual requesting in-home services.
4. A reassessment for in-home participants will be conducted at a minimum of every 6 months to determine continuation of services.
5. In-home services will be discontinued if the participant no longer meets the in-home eligibility criteria.
6. If services are discontinued or denied, participant has 10 calendar days to request a second opinion.

12.2 Waiting List Policy

A waiting list for applicants requesting services that are filled to capacity will be maintained as follows:

1. Create and maintain a list of applicants requesting services that are currently filled to capacity.
2. Names will be added upon receipt.
3. List must contain the following information:
   a. Name of individual
   b. Service requested
   c. Address of applicant
   d. Applicant's phone number

   e. When an opening becomes available, in-home needs assessment will be completed for the next person on the list.
      i. If the assessment determines services are no longer required, the next person on the list will be assessed.
      ii. Process will continue until the next qualified applicant is identified.

13.0 Homebound Policy

Nutrition education will be provided and documented through materials sent to the homes, home visits, or telephone calls monthly. Providers have developed procedures for providing other supportive services to prevent isolation. Instructions for proper storage and reheating are provided monthly.

13.1 Eligibility

1. Participants must be 60 years of age or older. (A participant's spouse qualifies regardless of age.)
2. Any individual with disabilities who resides with an eligible senior regardless of age.
3. The director or designated staff person must document and conduct intakes on all homebound participants.
   a. A needs assessment will be conducted.
   b. The assessment must state the reason for eligibility and have a Client's Rights on file.
   c. If referred by a physician or an agency, a statement must be on file stating the reason.
   d. Participant must be unable to attend the meal site.
   e. The participant's file must state whether the qualifying condition is temporary or permanent.
   f. Special consideration should be given to those most frail and/or in the greatest need.
   g. Report of suspected cases of abuse, neglect, and/or exploitation will be made within 24 hours of awareness to the New Mexico Department of Human Services.

h. Individuals may not receive home delivered meals for more than 10 days without a needs assessment.
i. Participants will be reassessed every 6 months.
j. Program Director has the authority to deliver a final decision based on a needs assessment and home visit. Exception: Individuals diagnosed with dementia or a mental condition.

13.2 Drivers

1. Persons delivering meals must be trained according to the "Handbook for Delivering Meals."
2. Any employee, volunteer or designated individual who delivers meals to a participant's home, must wear a name tag identifying themselves.
3. "Take-Outs" are not allowed.
4. It is the responsibility of the delivery driver to report any changes in a participant's physical or mental health, condition, and/or environment.
5. The program provider will carry out an investigation of the said changes the first working day after report has been made.
6. The driver will record the delivery of each meal to each participant daily. They also must record the following information:
   a. The temperature of the first and last meal delivered.
   b. The total delivery route time.
   c. Physical condition of meal on each route.
7. A written alternate plan must be in place for a provision of meals in case of an emergency situation, such as bad weather.

13.3 Meals

1. The meal is to be given directly to the participant, the authorized caregiver, or if permission is granted to enter the home, the driver may place the meal in a convenient spot for participant.
2. Each participant must receive written instructions for proper storage and heating of foods that will not be consumed immediately.
3. The participants must be given the opportunity to contribute towards the service voluntarily and free from pressure.
4. The participant must be assured of confidentiality with their contributions.
5. Meals will be packed and sealed to provide easy access for participants while minimizing food spills and damage.
6. Meal carriers will be cleaned and sanitized daily.
7. Meal carriers must be insulated to keep foods hot and cold.

13.4 Hot Foods

1. Hot foods need to be held at 140 degrees Fahrenheit or above except during necessary period of preparation.

2. Holding time for hot food will not exceed two hours from time food is taken from cooking equipment to end of delivery time.
3. Supplies and carriers will be utilized so that hot and cold food items are transported separately.
4. Hot foods will be sent out in insulated, sealable or reusable trays. Styrofoam containers may only be used for cold food items.
5. If a participant is unable to open a hot tray, the driver will assist them.

13.5 Cold Foods

1. Proper refrigeration of cold food items must be pre-chilled in less than four hours and held at 40 degrees Fahrenheit or below during transport.
2. When frozen or chilled meats are provided, the provider and participants must be able to provide safe conditions for storing, thawing, and reheating.
3. Drivers or designated staff will report any unsafe condition to program administration.

14.0 Vehicle Utilization Policy

It is the policy of Lincoln County Senior Citizens Program that providers utilize program vehicles purchased with federal, state, or matching funds, at all times for the purpose of which they were intended. Priority must be given for provision of services to eligible participants, the senior citizens.

14.1 Driver and Staff Procedures

1. Vehicles are not to be used by staff/seniors for personal use.
2. Any employee seen using county vehicles after working hours for personal use will be subject to immediate disciplinary action.
3. Courtesy to the Senior Citizens is of the utmost importance and stressed at all times.
4. Drivers will assist Senior Citizens during boarding and de-boarding of program vehicles.
5. Drivers will assist Senior Citizens from their home to and from the vehicle when such help appears necessary.
6. A handicap van may be used to transport disabled participants, non-disabled participants, and meal delivery.
7. Safety: Any accidents/incidents must be reported to Sheriff's Department and Program Director.

14.2 Other Rules and Regulations

1. Senior Citizen Participants should call and schedule transportation at least 24 hours in advance.

2. Smoking is strictly prohibited in all county vehicles.
3. Program vehicles will not transport livestock, pets, or any other animals unless a letter from a participant's doctor is provided stating the reason necessary.
4. Packages weighing over 50 pounds will not be transported in county vehicles.
5. County vehicles will not transport participants to any liquor establishment, (with the exception of a restaurant that may serve alcohol.)

14.3 Vehicle Maintenance Policy

Each Senior Center will be assigned a vehicle or vehicles, for the purpose of transporting Senior Citizens to and from the senior center, medical appointments, and shopping trips, and delivering homebound meals. Each Center is responsible for reporting any problems or malfunctions their assigned vehicle may incur.

14.3.1 Operation

1. The driver will complete a pre-trip inspection of vehicle.
2. Any designated driver using a county vehicle must complete a pre-trip inspection.
   a. Pre-trip inspections should include the following:
      i. check all fluids/leaks
      ii. tire inflation and wear
      iii. all lights
      iv. brakes
      v. cleanliness of vehicle
      vi. safe, running condition
   b. The designated driver is responsible for informing the supervisor of any needed repairs.
   c. Designated drivers are responsible for keeping the vehicle clean and clutter free.
   d. County vehicles will have monthly preventative maintenance checks.

14.3.2 Record Keeping

1. In the event of an accident, the driver must notify:
   - Sheriff's Department
   - Program Director
   - Follow County Policy found in handbook
2. Program administration will keep all records of vehicles:
   - Pre-trip inspections
   - Maintenance history
   - Any purchases made for vehicles

14.4 Cellular Phone Policy

Vehicle drivers may be assigned a cellular phone for use while working. This phone is to be used for program services only.

1. All calls will be recorded in a call log provided by county.
2. The Program will be responsible for paying for all calls that pertain to the program. personal calls are strictly prohibited.
    a. Any person making a personal call will be responsible for payment of that call.
    b. Failure to pay for personal use will result in disciplinary action.
3. Any damages to phone must be reported immediately to program director.

15.0 Program Income Policy

15.1 History

All funds administrated by the Lincoln County Senior Citizens Program are derived as follows:

- Federal, State funds are a set amount each year and cannot be changed.
- Program Income Contributions from seniors and other sources vary from year to year depending on senior participants and will be estimated from prior years.

15.2 Policy on Program income

Each center's site manager will be knowledgeable and able to educate staff and participating seniors as to where program income is derived and how it is expended.

1. Site Managers will ensure their center adheres to the Lincoln County Senior Citizens Program. They will be held responsible for educating staff and participants as to where funds are expended.
2. Site Managers will post material explaining program income in a conspicuous place in center.

15.3 Procedure

Each site will follow all Lincoln County Treasurer's Policies for the receipting of program income.

1. Money will be deposited daily.
    i. The lockbox contents must be deposited intact
    ii. Two persons must count the receipts daily
    iii. The key is to be stored in a safe location
2. Money count sheet, deposit slips and receipts will be sent to Carrizozo office to be recorded daily.
3. Program Income will be reported by service received (congregate, home deliveries or transportation)

16.0 Equipment & Goods Inventory

1. All program goods will be received, recorded, and checked as Incoming Inventory through the Lincoln County Office.

2. All goods will be tracked and transferred to other centers if necessary.
3. Each Site Manager will keep a perpetual inventory and keep records current and up-to-date.
4. Inventory of food and supplies will be reconciled at the end of each month by each center and kept on file for future reference.
5. Inventory of center equipment will be performed once a year and turned into the Program Manager.

17.0 Cleaning Policy

Lincoln County Senior Centers Program is dedicated to providing clean and sanitary conditions for the health and well-being of our seniors.

17.1 Kitchen Cleanliness

1. All tables and equipment will be washed and sanitized after every use.
2. All cutting boards will be washed and sanitized after every use.
3. All utensils will be washed and sanitized after every use.
4. Trays will be cleared of all food, washed, and sanitized after every meal.
5. Pots and pans will be cleared of food, washed, and sanitized after each use.
6. Floors will be swept and mopped daily.
7. Spills will be cleaned immediately.
8. Office areas will be kept clean and organized.
9. Kitchen and restrooms will be cleaned daily.
10. Store room floors will be cleaned daily.
11. Store room racks will be cleaned weekly.
12. Kitchen walk-ins will be cleaned daily.
13. All trash will be thrown daily.
14. A record of daily, weekly, and monthly cleaning activities will be maintained by all centers. These logs will be kept on file for future reference.
15. Monthly inspections will be performed by the Program Director. The Director will sign and date the inspection form and file for future reference.
16. The Program Director will evaluate each center for cleanliness each month during the monthly site inspection. These evaluations will be recorded and filed for future reference.

17.2 Dining Room Cleanliness

1. Tables and chairs will be cleaned and sanitized daily.
2. Steam tables will be cleaned and sanitized daily.
3. Dining room floor will be swept and mopped daily.
4. Windows will be washed monthly.
5. Trash will be emptied daily.

17.3 Office Cleanliness

1. Desks will be kept clean and organized.
2. Floors will be swept daily.
3. Trash will be emptied daily

17.4 Restrooms and Other Areas

1. Sinks and toilets will be sanitized daily.
2. Floors will be swept and mopped daily.
3. Trash will be emptied daily.
4. Windows will be washed monthly.

18.0 Employee Discipline and Policy Conflict

1. Any violation of this policy by a Lincoln County employee may be subject to disciplinary action, including termination, pursuant to the provisions of the Lincoln County Personnel Policy.
2. If any provision of the Senior Center Policy Manual is in conflict with the Lincoln County Personnel Policy, the provision of the Lincoln County Personnel Policy shall supersede.

APPROVED, ADOPTED, AND PASSED on this 15th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS

Jackie Powell, Chairwoman

Preston Stone, Vice Chair

Mark Doth, Member

Kathryn Minter, Member

Dallas Draper, Member

ATTEST BY:

Rhonda Burrows, County Clerk

Nita Taylor, County Manager

"EXHIBIT A"

Lincoln County Zia Senior Centers

PARTICIPANT GUIDELINES/ CODE OF CONDUCT

(A) The activities in, and the usage of the facilities, at the Lincoln County Senior Center, are available to persons 60 years of age and older, widow/widower of someone 60 years older or older, and a spouses, regardless of age, of someone 60 years old or older.

(B) The facility, furnishings, equipment, vehicles and services are provided through the Aging and Long Term Services Department, Non-Metro Area Agency on Aging, Lincoln County Commission, State, and Federal funding, for use by senior citizens regardless of race, color, religious or political affiliation, economic status, or level of education.

(C) Good judgement and consideration of others will be expected at all times from the participants. Consistent with this effort, the following guidelines (rules) for participation, in Center activities, must be followed:

1. **Reservation Procedure:**
   Participants to the Congregate Meal service must make reservations by 4:00pm the day before. If you call the day of it will not guarantee that you receive a meal. The Center will do everything possible to accommodate that you receive this service. An assessment must be performed if new or deemed by staff for reassessment to participate in this service.

2. **Alcohol and Illegal Drugs:**
   The presence and/or consumption of alcoholic beverages and/or illegal drugs are prohibited at the Senior Center, vehicles, services and activities.

3. **Weapons:**
   Weapons (guns, knives, blackjacks, tear gas, and any other objects defined as a weapon) cannot be in the possession of any person participating in any Senior Center Activity or sponsored event.

4. **Fighting, Profanity and/or Physical Abuse:**
   Fighting, physical, and/or verbal abuse with peers and/or staff is not permitted at the Senior Center or any sponsored events.

5. **Verbal Abuse:**
   Verbal abuse of another participant, person, or staff member, by racial or ethnic slurs, will not be tolerated. Defamatory statements about the race, culture, or religious or political affiliations of others are not allowed.

6. **Harassment:**
   Harassment in any form will not be tolerated either in person or other form of communication.

7. **Physical Appearance:**
   Participating senior citizens must keep their bodies clean and must wear clean clothing to avoid offending others.

8. **Stealing or Destruction of Property:**
   Any person caught stealing or intentionally destroying property belonging to the Senior Center or another participant will be subject to suspension or removal from the Program.

9. **Smoking:**
   Smoking is not permitted in the building.

10. **Food and Drinks in the Center:**
    Eating and drinking are allowed in the dining room only. They are not allowed in any carpeted area in the Center. **Food may not be taken out of the Center.**
    (See Congregate Meal Participant Guidelines on the back of the Monthly Menu)

11. **Program Donations:**
    Persons 60 years old or older are not required to pay for Title III meals, services or activities, but are encouraged to **make a donation** in accordance with the posted suggested donation amounts. Your donations are part of the funding source for these activities and services.

12. **Participation of People Under The Age of 60:**
    Any person not eligible, by reason of age, may be a participant in recreational/health activities, as long as they do not displace a senior. Applicable guest fees may be assessed for the activity. Any person under the age of 60 years of age and does not meet the eligibility requirements may eat at the Center, but must pay a program assessed fee.

(D) Failure to comply with these written guidelines will result in the following actions taken by Senior Center Staff:

1. A verbal warning will be given, by two staff members, (one staff person will serve as a witness to the warning), or a written warning, depending on the circumstances, will be administered to the individual involved in the infraction of the rules.

2. A week's suspension of the individual from all Senior Center privileges will be administered after the second infraction, unless the infraction is one of physical abuse. Violent actions and/or unacceptable physical contact can result in suspension of privileges indefinitely.

3. A month's suspension of the individual, from all Center privileges will be administered after the third infraction.

4. A fourth infraction can be cause for permanent suspension from the Senior Center.

(E) Complaints resulting from (an) infractions of these guidelines or any improper treatment, either from staff or other seniors shall be addressed to the Executive Director. If a complainant is not satisfied with the result, appeals can be made to a grievance review committee of three Board members, appointed by the chairman. The committee shall hear the appeal within ten days and shall render a prompt decision. The Committee's decision shall be final.

Participant Signature	Date
Staff Member	Date
Executive Director	Date

"EXHIBIT B"

Lincoln County Zia Senior Centers
Client Rights and Responsibilities

The client has the right:

- To be treated with respect and dignity.
- To participate in the program in the development of one's service plan for care, involved to the extent possible in program planning and operation.
- To be cared about in an atmosphere of sincere interest and concern in which needed support and services are provided.
- To be encouraged and supported in maintaining one's independence to the extent that conditions and circumstances permit and to be involved in program of services designed to promote personal independence.
- To be fully informed in advance about each in-home service provided and about any change in such service that may affect the well being of the individual.
- To voice a grievance with respect to such services that is or fails to be provided without discrimination or reprisal as a result of voicing such grievance.
- To confidentially of records relating to such individual.
- To have the property of such individual treated with respect.

The client has the responsibility:

- To notify the Senior Program of any problems with service.
- To be at home when services are being delivered or to notify the Senior Program ahead of time if you will not be home.
- To treat Senior Program staff fairly, courteously and respectfully.
- To notify Senior Program staff of any changes in your situation or condition when it pertains to services.

I understand my Client's Rights and Responsibilities hereby signing below.

Client Signature _____ Date:_____

Staff Signature _____ Date:_____

RESOLUTION NO. 2014-7
DECLARATION OF FIRE DANGER EMERGENCY

(In accordance with Lincoln County Ordinance No. 2003-06 & 2011-2)

WHEREAS, the Board of County Commissioners of Lincoln County, New Mexico, has determined that the present fire danger within the County of Lincoln, due to the extreme drought conditions currently existing, is exceedingly high; and

WHEREAS, the Board of County Commissioners of Lincoln County has further determined that, in order to protect the health, safety, and welfare of the citizens of Lincoln County, the Board must take emergency action in its meeting of July 15, 2014; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Lincoln County, New Mexico, hereby proclaims a continuous ban on all burning of open flames, fires, campfires (except in designated areas), trash, rubbish, shrubbery or other material of any kind, except by permit, and hereby bans the sale or use of display fireworks and the sale and use of missile-type rockets, helicopters, aerial spinners, stick-type rockets and ground audible devices within the affected unincorporated drought areas. In addition, all fireworks not listed in this paragraph shall be limited to areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public. Fireplaces & in particular the unquenched ashes from same, may present a significant hazard and use should be discouraged during this period of drought. This Resolution to remain in effect for 30 days or until rescinded or extended by the Board of County Commissioners pursuant to NMSA 60-2C-8.1.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
OF LINCOLN COUNTY, NEW MEXICO

_____
JACKIE POWELL, CHAIRWOMAN

_____
PRESTON STONE, VICE CHAIRMAN

_____
KATHRYN MINTER, MEMBER

ATTEST:

_____
DALLAS DRAPER, MEMBER

_____
RHONDA BURROWS, CLERK

_____
MARK DOTH, MEMBER

A Resolution of the County of Lincoln
Declaring July 14 Through 18, 2014
As "New Mexico Hunger Week"
RESOLUTION NO. 2014-8

WHEREAS, nationwide, New Mexico has one of the highest rates of overall food insecurity of all residents, including children, veterans, the homeless and seniors; and

WHEREAS, annual feeding America statistics ranked New Mexico as the most food insecure state for Children in the nation; and

WHEREAS, forty thousand New Mexicans seek food assistance each week; and

WHEREAS, forty percent of New Mexicans who receive food assistance are children under the age of eighteen, while seven percent for those children are under the age of five; and

WHEREAS, thirteen percent of people who seek food assistance are senior citizens; and

WHEREAS, it is a myth that people who need food assistance are homeless or out of work, when, in reality, only eight percent of people seeking assistance are homeless and thirty-two percent of households seeking emergency food assistance include at least one employed adult; and

WHEREAS, while thousands of New Mexicans receive assistance through the supplemental nutrition assistance program, the funding only provides for less than three weeks of groceries; and

WHEREAS, New Mexicans face difficult choices between paying for food and paying for utilities, rent or mortgage , medicine or medical care and transportation; and

WHEREAS, there is an urgent need to address New Mexico's food insecurity and to eliminate hunger in New Mexico; and

WHEREAS, a hunger summit coordinated and sponsored by the north central New Mexico economic development district and the non-metro area agency on aging will be held on July 17-18, 2014 at the Isleta resort and casino in Albuquerque to address these issues; and

WHEREAS, statewide participation is expected to include federal and state agencies, local governments, non-profit agencies, food banks faith-based organizations and other entities that are addressing hunger issues in New Mexico;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF LINCOLN COUNTY COMMISSIONERS that July 14 through 18, 2014 be declared "New Mexico Hunger Week" in the legislature; and

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted to the north central New Mexico economic development district/non-metro area agency on aging.

PASSED AND ADOPTED ON THIS 15th Day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
OF LINCOLN COUNTY, NEW MEXICO

_____
JACKIE POWELL, CHAIRWOMAN

_____
PRESTON STONE, VICE CHAIRMAN

_____
KATHRYN MINTER, MEMBER

ATTEST:

_____
DALLAS DRAPER, MEMBER

_____
RHONDA BURROWS, COUNTY CLERK

_____
MARK DOTH, MEMBER

LINCOLN COUNTY
RESOLUTION 2014-11

2014-15 Wildfire Risk Reduction Grant Program

WHEREAS, the Lincoln County Board of Commissioners met upon notice of meeting duly published at the Lincoln County Administration Building, 300 Central Avenue, Carrizozo, New Mexico 88301 on July 11, 2014, at 8:00 a.m. as required by law; and,

WHEREAS, the Board of County Commissioners of the County of Lincoln exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1; and

WHEREAS, the County has been chosen by the New Mexico Association of Counties as a recipient of the 2014-2015 Wildfire Risk Reduction Grant program in the amount of $15,000 for its fuel project entitled, "Lincoln Hazardous Fuel Reduction"; and

WHEREAS, as a condition of receipt of these grant funds, the County is required to return the executed Grant Acknowledgement Form and a signed resolution confirming that the County has read, understands, and will comply with the terms and conditions of the Wildfire Risk Reduction program.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln County Board of Commissioners confirms that its Staff/Contractor administering the grant has read, understands and will comply with the terms and conditions of the Wildfire Risk Reduction Program.

PASSED AND ADOPTED on the 15th day of July, 2014

BOARD OF COMMISSIONERS OF
THE COUNTY OF LINCOLN, NEW MEXICO

_____
Jackie Powell, Chairwoman

_____
Preston Stone, Vice Chair

_____
Mark Doth, Member

_____
Dallas Draper, Member

_____
Kathryn Minter, Member

ATTEST:

_____
Rhonda Burrows, County Clerk

www.lincolncountynm.net

County of Lincoln

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

Agenda No. 15

July 9, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Southeastern New Mexico Economic Development District Agreements for 2014 Legislative Capital Appropriations

Purpose: To obtain approval of the attached agreements.

Discussion:

Attached at enclosure 1 is a letter from Southeastern New Mexico Economic District (SNMEDD) to serve as the Fiscal Agent for the County of Lincoln for the 2014 Legislative Capital Outlay Appropriations through the New Mexico Department of Finance and Administration. The projects are identified below by their scope of work:

a. Project No. 14-1940 $25,000 to plan, design, replace and relocate the count communications towers in Carrizozo (enclosure 2)
b. Project No. 14-1941 $163,000 to plan, design, construct and furnish and expansion to the detention center in Carrizozo (enclosure 3)
c. Project No. 14-1942 $25,000 to plan, design, construct, equip and furnish a fire station in Hondo (enclosure 4)
d. Project No. 14-1943 $20,000 to plan, design, construct and furnish an expansion of the White Oaks Fire Station (enclosure 5)

Recommendation: Approve the Fiscal Agent Agreements.

1600 SE Main, Suite D-1
Roswell, NM 88203

Hubert H. Quintana
Executive Director

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

RECEIVED

JUN 27 2014

ADMINISTRATION
LINCOLN COUNTY NM

June 25 2014

Ms. Nita Taylor
County Manager
Lincoln County Board of Commissioners
P.O. Box 711

Ms. Nita Taylor:

The Southeastern New Mexico Economic Development District (SNMEDD) is pleased to have the opportunity to serve as the Fiscal Agent for the County of Lincoln on their 2014 Legislative Capital Outlay appropriations through the New Mexico Department of Finance and Administration. The Projects Nos. 14-1940, 14-1941, 14-1942 and 19-1943 are identified below by their scope of work:

Project No. 14-1940-$25,000--to plan, design, replace and relocate the county communications tower in Carrizozo

Project No. 14-1941-$163,000—to plan, design, construct and furnish an expansion to the detention center in Carrizozo

Project No. 14-1942-$25,000—to plan, design, construct, equip and furnish a fire station in Hondo

Project No. 14-1943-$20,000—to plan, design, construct and furnish an expansion of the White Oakes Fire Station

The Fiscal Agent Fee not to exceed 2% of the amount of funding awarded for the project shall be paid from the County's general fund or other funds but may not be paid from the funding awarded from Legislative Capital Outlay funds.

Attached please find three (3) copies of each of the four (4) Fiscal Agent Agreement between the SNMEDD, referred to as the District and the County of Lincoln, referred to as the County. The scopes of the Fiscal Agent services for each project are included in the Agreements along with the Project Scope Work and Attachment A for the Capital Outlay Projects.

ENCL 1

Please review and sign all three (3) originals of each Agreement following their adoption by the Board of Commissioners at their next regularly scheduled Meeting. Return two (2) signed original copies of each Agreement to the SNMEDD. The SNMEDD will forward a fully executed copy of the Agreement to the New Mexico Department of Finance and Administration. The enclosed third copy of the Agreement is for your records.

Should you have any questions please do not hesitate to contact me by phone at (575) 624-6131 or by email at hqsnmedd@plateautel.net.

Sincerely,

Hubert H. Quintana
Executive Director

Enclosures

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES

This agreement for fiscal agent services is between **Lincoln County** (hereinafter called the **County**) and the **Southeastern New Mexico Economic Development District/Council of Governments,** a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:
The **COUNTY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2014 Legislative Capital Outlay Appropriation in the amount **$25,000.00** for **Project No: 14-1942 to plan, design, construct, furnish and equip a fire station in Hondo in Lincoln County.** As a government member of the **SNMEDD/COG**, the **COUNTY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:
The **COUNTY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. Payment: The **COUNTY** shall pay **SNMEDD/COG** the sum of **$ 500.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project.

2. Compensation and method of payment: Payments will be requested by the, **SNMEDD/COG** and shall be made by the **COUNTY** according top f the following schedule:

   4 quarterly installments with the remaining installment paid upon close out of the project

3. Term of agreement: This agreement shall be from _____ **to June 30, 2018,** or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
4. Indemnification and Claims: The **SNMEDD/COG** shall defend, indemnify and hold the **COUNTY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **COUNTY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **COUNTY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.
5. Status: The **SNMEDD/COG** and its agents and employees are independent contractors

ENCL 2

performing services for the **COUNTY** and are not employees of the **COUNTY**. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the **COUNTY**.

6. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
7. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the **COUNTY.**
8. Bonding: The **SNMEDD/COG** shall provide, at the time of execution of the agreement evidence satisfactory to the **COUNTY** that all **SNMEDD/COG** personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond satisfactory to the **COUNTY**.
9. Appropriations: The terms of this agreement are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico or the federal government in the performance of this agreement. If sufficient funds are not made available by the legislature or the federal government this agreement shall terminate upon written notice being given by the **COUNTY** and shall be final.
10. Release: The **SNMEDD/COG**, upon final payment of all amounts due under this agreement, releases the **COUNTY,** its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.
11. Authority: The **SNMEDD/COG** agrees not to purport to bind the **COUNTY** to an obligation not herein assumed unless the **SNMEDD/COG** has express written authority to do so, and then only within the strict limits of that authority.
12. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
13. Notice: The Procurement Code, sections 13-1-28 through13-1-199 NMSA 1978, imposed civil and criminal penalties for its violation. Any property purchased and or procured in compliance with the Procurement Code. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.
14. Equal Opportunity Compliance: **SNMEDD/COG** agrees to abide by all applicable federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations the **SNMEDD /COG** agrees to assure that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise be subjected to discrimination under any program or activity performed under this agreement. If the **SNMEDD/COG** is found not to be in compliance with these requirements during the life of this agreement, the **SNMEDD/COG** agrees to take appropriate steps to correct these deficiencies.
15. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the **COUNTY** and shall be delivered to the **COUNTY** no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf of the **SNMEDD/COG.**
16. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS_____DAY OF_____, 2014.

COUNTY OF LINCOLN
LINCOLN COUNTY, NEW MEXICO

By:_____
Chief Elected Official or
Authorized Staff

Date:_____

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT
DISTRICT/
COUNCIL OF GOVERNMENTS

By:_____
Executive Director, SNMEDD/COG

Date:_____

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for **Lincoln County**

---

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
2. Act as liaison between the New Mexico Department of Transportation and **Lincoln County**
3. Complete environmental assessment per regulations
4. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
5. Prepare all pay requests; track in-kind and cash match as well as required financial ledgers/reports
6. Prepare all progress, labor, minority, Section 3 and other grant required reports
7. Preparation of project files for monitoring purposes
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES

This agreement for fiscal agent services is between **Lincoln County** (hereinafter called the **County**) and the **Southeastern New Mexico Economic Development District/Council of Governments,** a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:
The **COUNTY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2014 Legislative Capital Outlay Appropriation in the amount **$163,000.00** for **Project No: 14-1941 to plan, design, construct and furnish an expansion to the detention center in Carrizozo in Lincoln County.** As a government member of the **SNMEDD/COG**, the **COUNTY** desires the **SNMEDD/CO**
AGREEMENT:
G to provide certain fiscal agent services.
The **COUNTY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. Payment: The **COUNTY** shall pay **SNMEDD/COG** the sum of **$ 3,260.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project.

2. Compensation and method of payment: Payments will be requested by the, **SNMEDD/COG** and shall be made by the **COUNTY** according top f the following schedule:

   4 quarterly installments with the remaining installment paid upon close out of the project

3. Term of agreement: This agreement shall be from _____ **to June 30, 2018,** or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
4. Indemnification and Claims: The **SNMEDD/COG** shall defend, indemnify and hold the **COUNTY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **COUNTY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **COUNTY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.
5. Status: The **SNMEDD/COG** and its agents and employees are independent contractors

ENCL 3

performing services for the **COUNTY** and are not employees of the **COUNTY**. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the **COUNTY**.

6. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
7. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the **COUNTY.**
8. Bonding: The **SNMEDD/COG** shall provide, at the time of execution of the agreement evidence satisfactory to the **COUNTY** that all **SNMEDD/COG** personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond satisfactory to the **COUNTY**.
9. Appropriations: The terms of this agreement are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico or the federal government in the performance of this agreement. If sufficient funds are not made available by the legislature or the federal government this agreement shall terminate upon written notice being given by the **COUNTY** and shall be final.
10. Release: The **SNMEDD/COG**, upon final payment of all amounts due under this agreement, releases the **COUNTY,** its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.
11. Authority: The **SNMEDD/COG** agrees not to purport to bind the **COUNTY** to an obligation not herein assumed unless the **SNMEDD/COG** has express written authority to do so, and then only within the strict limits of that authority.
12. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
13. Notice: The Procurement Code, sections 13-1-28 through13-1-199 NMSA 1978, imposed civil and criminal penalties for its violation. Any property purchased and or procured in compliance with the Procurement Code. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.
14. Equal Opportunity Compliance: **SNMEDD/COG** agrees to abide by all applicable federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations the **SNMEDD /COG** agrees to assure that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise be subjected to discrimination under any program or activity performed under this agreement. If the **SNMEDD/COG** is found not to be in compliance with these requirements during the life of this agreement, the **SNMEDD/COG** agrees to take appropriate steps to correct these deficiencies.
15. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the **COUNTY** and shall be delivered to the **COUNTY** no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf of the **SNMEDD/COG.**
16. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS_____DAY OF_____, 2014.

COUNTY OF LINCOLN
lINCOLN COUNTY, NEW MEXICO

By:_____
Chief Elected Official or
Authorized Staff

Date:_____

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/
COUNCIL OF GOVERNMENTS

By:_____
Executive Director, SNMEDD/COG

Date:_____

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for **Lincoln County**

---

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
2. Act as liaison between the New Mexico Department of Transportation and **Lincoln County**
3. Complete environmental assessment per regulations
4. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
5. Prepare all pay requests; track in-kind and cash match as well as required financial ledgers/reports
6. Prepare all progress, labor, minority, Section 3 and other grant required reports
7. Preparation of project files for monitoring purposes
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES

This agreement for fiscal agent services is between **Lincoln County** (hereinafter called the **County**) and the **Southeastern New Mexico Economic Development District/Council of Governments,** a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:
The **COUNTY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2014 Legislative Capital Outlay Appropriation in the amount **$25,000.00** for **Project No: 14-1940 to plan, design, replace and relocate the County Communications Tower in Carrizozo in Lincoln County.** As a government member of the **SNMEDD/COG**, the **COUNTY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:
The **COUNTY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. Payment: The **COUNTY** shall pay **SNMEDD/COG** the sum of **$ 500.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project.

2. Compensation and method of payment: Payments will be requested by the, **SNMEDD/COG** and shall be made by the **COUNTY** according top f the following schedule:

   4 quarterly installments with the remaining installment paid upon close out of the project

3. Term of agreement: This agreement shall be from _____ **to June 30, 2018,** or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
4. Indemnification and Claims: The **SNMEDD/COG** shall defend, indemnify and hold the **COUNTY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **COUNTY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **COUNTY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.
5. Status: The **SNMEDD/COG** and its agents and employees are independent contractors

ENCL H

performing services for the **COUNTY** and are not employees of the **COUNTY**. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the **COUNTY**.

6. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
7. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the **COUNTY.**
8. Bonding: The **SNMEDD/COG** shall provide, at the time of execution of the agreement evidence satisfactory to the **COUNTY** that all **SNMEDD/COG** personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond satisfactory to the **COUNTY**.
9. Appropriations: The terms of this agreement are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico or the federal government in the performance of this agreement. If sufficient funds are not made available by the legislature or the federal government this agreement shall terminate upon written notice being given by the **COUNTY** and shall be final.
10. Release: The **SNMEDD/COG**, upon final payment of all amounts due under this agreement, releases the **COUNTY,** its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.
11. Authority: The **SNMEDD/COG** agrees not to purport to bind the **COUNTY** to an obligation not herein assumed unless the **SNMEDD/COG** has express written authority to do so, and then only within the strict limits of that authority.
12. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
13. Notice: The Procurement Code, sections 13-1-28 through13-1-199 NMSA 1978, imposed civil and criminal penalties for its violation. Any property purchased and or procured in compliance with the Procurement Code. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.
14. Equal Opportunity Compliance: **SNMEDD/COG** agrees to abide by all applicable federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations the **SNMEDD /COG** agrees to assure that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise be subjected to discrimination under any program or activity performed under this agreement. If the **SNMEDD/COG** is found not to be in compliance with these requirements during the life of this agreement, the **SNMEDD/COG** agrees to take appropriate steps to correct these deficiencies.
15. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the **COUNTY** and shall be delivered to the **COUNTY** no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf of the **SNMEDD/COG.**
16. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS_____DAY OF_____, 2014.

COUNTY OF LINCOLN
LINCOLN COUNTY, NEW MEXICO

By:_____
Chief Elected Official or
Authorized Staff

Date:_____

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT
DISTRICT/
COUNCIL OF GOVERNMENTS

By:_____
Executive Director, SNMEDD/COG

Date:_____

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for **Lincoln County**

---

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
2. Act as liaison between the New Mexico Department of Transportation and **Lincoln County**
3. Complete environmental assessment per regulations
4. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
5. Prepare all pay requests; track in-kind and cash match as well as required financial ledgers/reports
6. Prepare all progress, labor, minority, Section 3 and other grant required reports
7. Preparation of project files for monitoring purposes
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES

This agreement for fiscal agent services is between **Lincoln County** (hereinafter called the **County**) and the **Southeastern New Mexico Economic Development District/Council of Governments,** a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:
The **COUNTY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2014 Legislative Capital Outlay Appropriation in the amount **$25,000.00** for **Project No: 14-1943 to plan, design, construct, furnish an expansion to the fire station in White Oaks in Lincoln County.** As a government member of the **SNMEDD/COG**, the **COUNTY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:
The **COUNTY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. Payment: The **COUNTY** shall pay **SNMEDD/COG** the sum of **$ 500.00** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project.

2. Compensation and method of payment: Payments will be requested by the, **SNMEDD/COG** and shall be made by the **COUNTY** according top f the following schedule:

   4 quarterly installments with the remaining installment paid upon close out of the project

3. Term of agreement: This agreement shall be from _____ **to June 30, 2018,** or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
4. Indemnification and Claims: The **SNMEDD/COG** shall defend, indemnify and hold the **COUNTY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of the **SNMEDD/COG** or its agents or employees. The **COUNTY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **COUNTY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG's** involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.
5. Status: The **SNMEDD/COG** and its agents and employees are independent contractors

ENCL 5

performing services for the **COUNTY** and are not employees of the **COUNTY**. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the **COUNTY**.

6. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
7. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the **COUNTY.**
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12. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
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15. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the **COUNTY** and shall be delivered to the **COUNTY** no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf of the **SNMEDD/COG.**
16. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS_____DAY OF_____, 2014.

COUNTY OF LINCOLN
LINCOLN COUNTY, NEW MEXICO

By:_____
Chief Elected Official or
Authorized Staff

Date:_____

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT
DISTRICT/
COUNCIL OF GOVERNMENTS

By:_____
Executive Director, SNMEDD/COG

Date:_____

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for **Lincoln County**

---

1. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
2. Act as liaison between the New Mexico Department of Transportation and **Lincoln County**
3. Complete environmental assessment per regulations
4. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
5. Prepare all pay requests; track in-kind and cash match as well as required financial ledgers/reports
6. Prepare all progress, labor, minority, Section 3 and other grant required reports
7. Preparation of project files for monitoring purposes
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

www.lincolncountynm.net

County of Lincoln

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

AGENDA ITEM NO. 16

July 30, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: FY 2014/2015 CAP/COOP/School Bus Programs Agreements

Purpose: To obtain commission approval of the FY 2014-2015 State Highway Cooperative funding projects by signing the necessary agreements.

Discussion:

Attached at Enclosure 1 is a letter dated June 24, 2014 from the Department of Transportation awarding the county funding for fthe projects the County Commission approved February 2014 by resolution 2013-31(see enclosure 2). At enclosure 3 is resolution 2014-9 amending 2013-31 for further processing to the New Mexico Department of Transportation.

At enclosure 4 is the School Bus Route Project agreement for approval.

At enclosure 5 is the Coop Project agreement for approval.

At enclosure 6 is the CAP Project agreement for approval

Recommendation: Approve the attached agreements and Resolution 2014-9 for forwarding to the NMDOT.

New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

RECEIVED

JUN 27 2014

ADMINISTRATION
LINCOLN COUNTY NM

June 24, 2014

Lincoln County
Chairperson Jackie Powell
P.O. Box 711
Carrizozo, NM 88301-

RE: 2014/2015 COOP, CAP and School Bus Agreements

Dear Chairperson Powell,

Attached are the copies of the Coop Agreements for which you have received an award for the year 2014/2015. The boilerplate for the agreement has changed this year so please review the agreement to become familiar with the changes. Upon review of this agreements sign the enclosed four (4) copies of each agreement and return for further processing. Please date the signature page of the document only, **the first page is dated when signed by the Department**. With the signed agreements, please include a resolution from your governing body as per the LGRF Handbook, ed. Current Edition 2014. This resolution shall contain these items; Scope of Work, Termini of roads where work will be done, Project Number, Control Number, and Contract dollar amount.

As you are probably aware the agreements are not final until all signatures have been obtained. Once these signatures are obtained and the contract is approved, you will be notified and may proceed with the project. A request for payment may be made to the Department at any time after the contract is finalized and the project has been awarded. This written request shall include the following items:

1. The dollar amount being requested
2. Notice to Proceed
3. Notice of Award/Work Order
4. Estimated Costs and Quantities
5. Certification of the Pre Construction Contract

All submittals shall have the Project Number, and Control Number listed. Upon completion of the project the "Certification of the Construction Phase" and "As-Built Summary of Costs and Quantities" shall be submitted to the Department within 30 days. The "Certification of the Construction Phase" is included with each contract/agreement, and an "As-Built Summary of Costs and Quantities" is enclosed with this package.

Should you have any questions or require additional information, please contact me at (575) 637-7259 or by email at celeste.rogers@state.nm.us. If a copy of the LGRF Handbook is needed an electronic copy is available on the NMDOT website now.

Sincerely,

CelesteRogers

Celeste Rogers
NMDOT District 2
LGRF Coordinator

ENCL 1

Susana Martinez
Governor

Tom Church, P.E.
Cabinet Secretary

District Two Office
P.O. Box 1457
Roswell, NM 88202-1457
575-637-7200

Ralph Meeks
Engineer
District 2

RESOLUTION NUMBER 2013-31
NEW MEXICO DEPARTMENT OF TRANSPORTATION
COOPERATIVE ROAD PROGRAMS

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

WHEREAS, the Board of Commissioners studied, prioritized, and approved FY 2014-2015 cooperative program applications; and

WHEREAS, the New Mexico State Transportation Department has requested our FY 2014-2015 Local Government Road Fund Applications for the projects indicated:

1. **SCHOOL BUS ROUTE PROJECT**: County Road-Laughing Horse Trail
   Laughing Horse Trail-South of Capitan on Hwy 48 MM 18 turn East onto Laughing Horse Trail project begins and goes .85 miles. Triple Pen Chip Seal with Prime Coat.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   State $60,871.77 County $20,290.59 Total Cost $81,162.36.

2. **COOPERATIVE AGREEMENT**: County Road-Laughing Horse Trail
   Laughing Horse Trail-South of Capitan on Hwy 48 MM 18 turn East onto Laughing Horse Trail go .85 miles project begins and goes .45 miles. Triple Pen Chip Seal with Prime Coat, Drainage Culverts, Haul and Lay 200 tons of BC.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   State $54,660.29 County $18,220.10 Total Cost $72,880.39.

3. **COUNTY ARTERIAL PROJECT**: County Subdivisions- Mesa Verde Subdivision-Bancroft- County Roads-Biscuit Hill, Apple Blossom. **Bancroft Road**-Capitan West on Hwy 380 to MM 83 turn South onto Bancroft Road projects begins goes 1.77 miles. **Biscuit Hill Road**-Ruidoso go to MM 166.5 on Hwy 70 turn South onto Biscuit Hill Road project begins and goes .21 then turn NE onto **Apple Blossom** Road project continues and goes .14 miles. Triple Pen Chip Seal with Prime Coat.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   State $147,264.11 County $49,088.04 Total Cost $196,352.15

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

PASSED, APPROVED AND ADOPTED this 18th day of February 2014

ENCL 2

Board of Commissioners
Lincoln County, State of New Mexico

Jackie Powell, Chairwomen

Preston Stone, Vice-Chairman

Dallas Draper, Member

Kathryn L Minter, Member

Mark Doth, Member

ATTEST:

Rhonda B. Burrows, County Clerk

COUNTY COMMISSIONERS • LINCOLN COUNTY • SEAL

RESOLUTION NUMBER 2014-9
AMENDING RESOLUTION 2013-31
NEW MEXICO DEPARTMENT OF TRANSPORTATION
COOPERATIVE ROAD PROGRAMS

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

WHEREAS, the Board of Commissioners studied, prioritized, and approved FY 2014-2015 cooperative program applications; and

WHEREAS, the New Mexico State Transportation Department has requested our FY 2014-2015 Local Government Road Fund Applications for the projects indicated:

1. **SCHOOL BUS ROUTE PROJECT**: County Road-Laughing Horse Trail
   Laughing Horse Trail-South of Capitan on Hwy 48 MM 18 turn East onto Laughing Horse Trail project begins and goes .85 miles. Triple Pen Chip Seal with Prime Coat.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   Project No. **SB-7727(937)15,** Control No. **L200253**
   State $58,960.00 County $19,653.00 Total Cost $78,613.00.

2. **COOPERATIVE AGREEMENT**: County Road-Laughing Horse Trail
   Laughing Horse Trail-South of Capitan on Hwy 48 MM 18 turn East onto Laughing Horse Trail go .85 miles project begins and goes .45 miles. Triple Pen Chip Seal with Prime Coat, Drainage Culverts, Haul and Lay 200 tons of BC.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   Project No. **SP-2-15(956),** Control No. **L200215**
   State $76,674.00 County $25,558.00 Total Cost $102,232.00

3. **COUNTY ARTERIAL PROJECT**: County Subdivisions- Mesa Verde Subdivision-Bancroft- County Roads-Biscuit Hill, Apple Blossom. **Bancroft Road**-Capitan West on Hwy 380 to MM 83 turn South onto Bancroft Road projects begins goes 1.77 miles. **Biscuit Hill Road**-Ruidoso go to MM 166.5 on Hwy 70 turn South onto Biscuit Hill Road project begins and goes .21 then turn NE onto **Apple Blossom** Road project continues and goes .14 miles. Triple Pen Chip Seal with Prime Coat.
   Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.
   Project No. **CAP-2-15(456),** Control No. **L200245**
   State $181,071.00 County $60,357.00 Total Cost $241,428.00

Encl 3

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

PASSED, APPROVED AND ADOPTED this 15th day of July 2014

Board of Commissioners
Lincoln County, State of New Mexico

_____
Jackie Powell, Chairwomen

_____
Preston Stone, Vice-Chairman

_____
Dallas Draper, Member

_____
Kathryn L Minter, Member

_____
Mark Doth, Member

ATTEST:

_____
Rhonda B. Burrows, County Clerk

Contract No. _____
Vendor No. 54389
Project No. SB-7727(937)15
Control No. L200253

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **LINCOLN COUNTY,** ("Public Entity").

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

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads** as described in Project No. **SB-7727(937)15,** Control No. **L200253,** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Seventy eight thousand six hundred thirteen dollars and no cents ($78,613.00)** to be funded in proportional share by the parties hereto as follows:
   a. **Department's** share shall be **75%** **$58,960.00**
   Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads

ENCL 4

b. The **Public Entity's** required proportional matching
Share shall be **25%** **$19,653.00**
For purpose stated above

c. **Total Project Cost** **$78,613.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Seventy eight thousand six hundred thirteen dollars and no cents ($78,613.00).**

SECTION THREE – THE PUBLIC ENTITY SHALL:

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

activities.

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

Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form,** which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

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

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

SECTION FIVE – BOTH PARTIES AGREE:

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

Section 67-3-28.2, to meet the match required.

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

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

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

SECTION EIGHT – JURISDICTION:

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

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

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

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

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

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

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

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

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

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

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

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

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

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

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

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

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

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____

Cabinet Secretary or Designee

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

By:_____ Date: _____

Assistant General Counsel

LINCOLN COUNTY

By:_____ Date: _____

County Chairman

ATTESTED

By:_____ Date: _____

County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   And completed on _____, 20_____; and

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

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

Contract No. _____
Vendor No. 54389
Project No. SP-2-15(956)
Control No. L200215

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **LINCOLN COUNTY,** ("Public Entity").

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

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads** as described in Project No. **SP-2-15(956)**, Control No. **L200215,** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One hundred two thousand two hundred and thirty two dollars and no cents ($102,232.00)** to be funded in proportional share by the parties hereto as follows:
   a. **Department's** share shall be **75%** **$76,674.00**
   Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads

Encl 5

b. The **Public Entity's** required proportional matching
Share shall be **25%** **$25,558.00**
For purpose stated above

c. **Total Project Cost** **$102,232.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One hundred two thousand two hundred and thirty two dollars and no cents ($102,232.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

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

activities.

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

Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form,** which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

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

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

SECTION FIVE – BOTH PARTIES AGREE:

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

Section 67-3-28.2, to meet the match required.

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

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

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

SECTION EIGHT – JURISDICTION:

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

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

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

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

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

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

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

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

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

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

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

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

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

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

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

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

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

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____

Cabinet Secretary or Designee

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

By:_____ Date: _____

Assistant General Counsel

LINCOLN COUNTY

By:_____ Date: _____

County Chairman

ATTESTED

By:_____ Date: _____

County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____

   And completed on _____, 20_____; and

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

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

Contract No. _____
Vendor No. 54389
Project No. CAP-2-15(456)
Control No. L200245

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **LINCOLN COUNTY,** ("Public Entity").

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

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads** as described in Project No. **CAP-2-15(456)**, Control No. **L200245,** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Two hundred forty one thousand four hundred and twenty eight dollars and no cents ($241,428.00)** to be funded in proportional share by the parties hereto as follows:
   a. **Department's** share shall be **75%** **$181,071.00**
   Design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc. on various county roads

ENCL 6

b. The **Public Entity's** required proportional matching
Share shall be **25%** **$60,357.00**
For purpose stated above

c. **Total Project Cost** **$241,428.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Two hundred forty one thousand four hundred and twenty eight dollars and no cents ($241,428.00).**

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of (456d agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein

and subject to any additional permit that may be required of the contractor to perform said activities.

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

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form,** which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

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

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

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program

requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

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

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

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

SECTION EIGHT – JURISDICTION:

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

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

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

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

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

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

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

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

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

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

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

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

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

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its

amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statues, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

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

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____

Cabinet Secretary or Designee

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

By:_____ Date: _____

Assistant General Counsel

LINCOLN COUNTY

By:_____ Date: _____

County Chairman

ATTESTED

By:_____ Date: _____

County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   And completed on _____, 20____; and

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

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

www.lincolncountynm.net

County of Lincoln

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

AGENDA ITEM NO. 17

July 1, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Road Committee Recommendations

Purpose: To obtain action of a road review requests.

Discussion: On June 16, 2014, the Road Review Committee met to considered an application for Abandonment and Vacation:

- At enclosure 1 is the public notice for the one road review as indicated below.
- At enclosure 2 is the application for abandonment and vacation of an unnamed, unbuilt 25 foot wide road in the Angus Townsite by Frances P. McKinney.
- At enclosure 3 the committee recommendations approval letter.

A member of the road review committee, Robert Barber, will be present to answer any questions the Board may have.

Recommendation: Consider and approve the recommendation of the road review committee.

Lincoln County Road Department

P.O. Box 666, 120 Yard Road
CAPITAN, New Mexico 88316
(505) 354-2922
FAX (505) 354-9412

May 27, 2014

LEGAL NOTICE

Notice is hereby given that the Lincoln County Board of Commissioners has received the following road review request:

Abandonment and Vacation of an unnamed, unbuilt 25 foot wide road in the Angus Townsite by Frances P. McKinney.

Pursuant to Section 67-6-9, N.M.S.A., the Board of Commissioners has appointed a Road Review Committee which will meet at 8:00 A.M. on Monday, June 16, 2014. The Road Review Committee will meet at the Lincoln County Road Department and proceed to the sites for review.

The report of the Road Review Committee will be presented to the Board of Commissioners during their regular meeting on ~~June 24, 2014.~~ July 15, 2014

Anyone wishing to make comments or recommendations may do so at either of the two above mentioned meetings.

JACKIE POWELL, CHAIRWOMAN
LINCOLN COUNTY BOARD OF COMMISSIONERS

PUBLISHED IN THE LINCOLN COUNTY NEWS ON THURSDAY, JUNE 5, 2014, AND IN THE RUIDOSO NEWS ON FRIDAY, JUNE 6, 2014.

**POSTED IN THREE (3) most public places and POSTED ONCE NEAR THE SITE.

ENCL 2

APPLICATION TO THE COUNTY OF LINCOLN FOR ABANDONMENT AND VACATION or CLOSURE OF ROAD AND/OR RIGHT-OF-WAY

APPLICATION FOR: X **Abandonment and Vacation** ____ **Closure**

DATE SUBMITTED: _____

LOCATION OF PROPOSED ABANDONMENT and VACATION OR CLOSURE:
Lot: ____ Block: ____ Addition: _____ Subdivision: Angus Townsite page one of three
Section: 15 Township: 10 Range: 13

DESCRIPTION OF PROPERTY TO BE ABANDONED AND VACATED OR CLOSED:
SEE PLAT of Survey

APPLICANT NAME: Frances P. McKinney
ADDRESS: P.O. Box 1155 Alto, NM 88312
TELEPHONE(S): 575-336-8222 575-937-2813

REQUIRED ATTACHMENTS FOR ABANDONMENT AND VACATION OF ROADWAY OR COUNTY MAINTAINED PUBLIC RIGHT-OF-WAY:

✓ 1. Letter of Intent
- ✓ a. Acreage of road including measurements and method of calculation
- ✓ b. Detailed description of location of road
- ✓ c. Name of Subdivision (if any)
- ✓ d. Reason for proposed abandonment, vacation or closure
- ✓ e. Special considerations (if any)

✓ 2. Utility Company Approvals
✓ 3. Letters of Consent/Non-consent from all adjoining landowners
✓ 4. Copies of Deeds to adjacent properties
✓ 5. Drawing
✓ 6. Legal description
✓ 7. Determination of value as provided by County Assessor
✓ 8. Appraisal (if required)
9. Plat of Survey (if required)

REQUIRED ATTACHMENTS FOR ROAD CLOSURE:

____ 1. Letter of Intent
- ____ a. Acreage of road including measurements and method of calculation;
- ____ b. Detailed description of location of road;
- ____ c. Name of Subdivision (if any);
- ____ d. Reason for proposed abandonment, vacation or closure;
- ____ e. Special considerations (if any).

____ 2. Utility Company Approvals
____ 3. Letters of Consent/Non-consent from all adjoining landowners
____ 4. Copies of Deeds to adjacent properties

Cont'd. on Page 2

ENCL 2

IS ROAD A COUNTY MAINTAINED ROAD: ____ YES X NO

REQUIRED FEE:

X **Two Hundred Fifty Dollar ($250.00) fee per Application**

ADDITIONAL FEES:

X **One Hundred Fifty Dollar ($150.00) fee for Assessor's Determination of Value**

Acquisition Fee in the amount of $ _____

Fees for Signage changes in the amount of $ _____

PLANNING DEPARTMENT REVIEW OF APPLICATION:
Planning Department staff shall notify applicant whether or not application is deemed complete within fifteen (15) days of submittal. Only applications which are found to be complete will be processed and forwarded to the Lincoln County Road Department. Incomplete applications will be returned to applicant.

AFFIDAVIT/SIGNATURE:

The undersigned person hereby makes this application in accordance with the Resolution and policies of the Board of County Commissioners of Lincoln County, and hereby certifies that the information given herein is true and correct to the best of my knowledge and belief.

Frances [illegible] 4/10/14
Applicant's Signature Date

LETTER OF INTENT

I am asking the County to abandon and vacate the unnamed 25 feet wide road between and adjacent to my land in the Angus Townsite Subdivision, page 1 of 3. And as shown on the enclosed plat of survey.

1a. (Acreage of Road)

The acreage of the portion of road being requested is 7555.728 square feet. (0.174 acres) (shown on plat of survey)

1b. (Detailed Description of Location of Road)

South of Highway 37 and East of Old Bridge Road
And North of Old Angus Road and South from the
Center line of the Rio Bonito within the Angus
Townsite and as shown on the plat of survey.

1c. (Name of Subdivision)

Angus Townsite, sheet 1 of 3, filed for record on February 5, 1956. (See item #5. within)

1d. (Reason for proposed abandonment, vacation or closure)

Is just that, this road has never been built, or named and appears to have been abandon, or forgotten. There is however a road built along the West boundary of my land (Old Angus Road) that supplies access to all the land owners in this area. I see no need to ever build this road.

1e. (Special considerations (if any))

I am requesting this vacation and abandonment to consolidate this area with the rest of my land to have all my land put into one parcel.

2. (Utility Company Approvals)

In progress

3. (Letters of Consent/Non-consent from all adjoining landowners)

I_____ _____consent/Non-Consent to this request for abandonment and vacation as shown on the plat of survey entitled "Vacation of Right of way and Tract Consolidation" dated 7/19/2013. Surveyed by Eagle Land Surveying.

(Letters of Consent/Non-consent from all adjoining landowners)

I_____ _____consent/Non-Consent to this request for abandonment and vacation as shown on the plat of survey entitled "Vacation of Right of way and Tract Consolidation" dated 7/19/2013. Surveyed by Eagle Land Surveying.

_____ _____

Sheri Sikes Ortega Date

Sheri Sikes Ortega has passed away and the property is in Litigation according to her son whose name is Jose Ortega (915-760-4454). He said his daughter is supposed to inherit this land.
This land is north of the Rio Bonito and would require a bridge to get to this land. The County Road originally went through the Ortega land at one time but was moved west to what is now old bridge road. We have talked to Jose Ortega several times and sent out the consent or non consent to him, it appears they are not going to sign one way or the other.

(Letters of Consent/Non-consent from all adjoining landowners)

I_____and _____

Consent/Non-Consent to this request for abandonment and vacation as shown on the plat of survey entitled "Vacation of Right Of Way and Tract Consolidation" dated 7/19/2013. Surveyed by Eagle Land Surveying.

_____ _____

William D. Robinson Date

_____ _____

Dorothy O. Robinson Date

==========

RUIDOSO
RUIDOSO, New Mexico
883459998
3401500885-0099
02/27/2014 (575)258-1882 11:58:23 AM

==========

Sales Receipt

Product Description	Sale Unit Qty	Price	Final Price
ALBUQUERQUE NM 87123 Zone-3			$0.49
First-Class Mail Letter			
1.00 oz.			
Expected Delivery: Sat 03/01/14			
Return Rcpt (Green Card)			$2.70
@@ Certified			$3.30
USPS Certified Mail #: 70133020000152855297			
Issue PVI:			$6.49
Total:			$6.49

Paid by:
Debit Card $6.49
Account #: XXXXXXXXXXXX8723
Approval #:
Transaction #: 548
23902810514
Receipt#: 001801

@@ For tracking or inquiries go to USPS.com or call 1-800-222-1811.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

****
****
Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.
****
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Bill#:1000100836054
Clerk:03

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business
****
****
HELP US SERVE YOU BETTER

7013 3020 0001 5285 5297

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
ALBUQUERQUE NM 87123

Postage	$	$0.49
Certified Fee		$3.30
Return Receipt Fee (Endorsement Required)		$2.70
Restricted Delivery Fee (Endorsement Required)		$0.00
Total Postage & Fees	$	$6.49

0885
03
Postmark Here
RUIDOSO NM 88345
FEB 27 2014
USPS
02/27/2014

Sent To William Robinson
Street, Apt. No.; or PO Box No. 12628 Tomlinson St.
City, State, ZIP+4 Albuquerque NM 87123
PS Form 3800, August 2006 See Reverse for Instructions

Page 2

4. (Copies of deeds to adjacent properties)

SHORT FORM WARRANTY DEED—New Mexico Statutory Form
Approved by State Comptroller as Standard Form, Oct. 8, 1947
Revised July, 1993

Printed and For Sale by
Hall-Poorbaugh Press, Inc.—Roswell, New Mexico
Form 312

(A)

WARRANTY DEED

Helen Price and Mark Willard, Trustees of the Price Trust dated May 4, 1994

, for consideration paid, grant to

Frances P. McKinney, a ~~single~~ married woman, sole and separate property
P. O. Box 535, Alto, New Mexico 88312

whose address is

the following described real estate in Lincoln county, New Mexico:

A tract of land more particularly described as follows, to-wit:

Beginning at the Northeast corner of the NW¼NW¼ of Section 15, Township 10 South, Range 13 East, NMPM; thence West 25 feet; thence South 319 feet to the center of Bonita Creek to Corner No. 1 of this tract, the point and place of beginning; thence South 420 feet to Corner No. 2, this also being the North boundary of West Road as shown on the map of Angus Townsite; thence in a Northeasterly direction along the North boundary of West Road, 389 feet to Corner No. 3; thence North 113 feet to Corner No. 4, this being the center of Bonita Creek; thence in a Northwesterly direction to Corner No. 1 which is the point and place of beginning of this tract. Said tract containing two (2) and one-fourth (1/4) acres, more or less;

TOGETHER WITH all improvements thereon;

SUBJECT TO easements, restrictions and reservations of record.

with warranty covenants.

WITNESS our hand s and seal s this day of August, 2004

THE PRICE TRUST DATED May 4, 1994 (Seal)

By Helen Price (Seal)
Helen Price, Trustee

By Mark Willard (Seal)
Mark Willard, Trustee

STATE OF NEW MEXICO,
County of Chaves } ss.

This instrument was acknowledged before me on August 2004 by Helen Price and Mark Willard, Trustees of The Price Trust dated May 4, 1994.

My Commission expires 04/03/05

Notary Public

STATE OF NEW MEXICO,
County of Lincoln } ss.

I hereby certify that this instrument was filed for record on the 7th day of September, A.D., 2004 at 12:52 o'clock P. M., and duly recorded in Book 367 Page 964 of Records of said County.

Townie J. Maddox
County Clerk

By Dyne Hice, Deputy

Rec. 200408903 Fees, $9.00

Return to

964

33424
HTD

LINCOLN COUNTY-NM
RHONDA B BURROWS,CLERK
201105275
Book2011 Page 5275
1 of 3
08/26/2011 02:45:15 PM

COUNTY CLERK
CLERK
LINCOLN COUNTY, NM

WARRANTY DEED

STACY MATTHEW GERK, a single man, VALERIE JEAN GERK HINKLE, a married woman dealing in her sole and separte property, joined pro-forma by JEFFREY HINKLE, her husband, and CASEY JOE GERK, a single man, for consideration paid, grant(s) to FRANCES McKINNEY, a married woman dealing in her sole and separate property, whose address is PO BOX 1155, ALTO, NM 88312, the following described real estate in Lincoln County, New Mexico:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 15, Township 10 South, Range 13 East, N.M.P.M., Lincoln County, New Mexico, thence West 50 feet, thence South a distance of 729 feet, this being Corner No. 1 of said tract, also being the Southeast corner of the Lara Collins tract, thence West 105 feet to Corner No. 2, also the Southwest corner of the Collins tract, thence South 210 feet to Corner No. 3, also being the Southeast corner of the W.M. Gallacher tract, thence East 105 feet to Corner No. 4, thence North 210 feet to Corner No. 1, the place of beginning. Being further shown by that certain Boundary Survey Plat filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on June 22, 2011 in Cabinet J, Slide No. 636.

SUBJECT TO easements, restrictions, and reservations of record;

with warranty covenants.

Witness my hand(s) and seal(s) this 24 day of August, 2011.

Stacy Matthew Gerk
STACY MATTHEW GERK

STATE OF New Mexico)
: ss.
COUNTY OF San Juan)

This instrument was acknowledged before me this 24th day of August, 2011 by STACY MATTHEW GERK, a single man.

Nathan Baron
Notary Public

My commission expires:
02-01-15

OFFICIAL SEAL
Nathan Baron
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02-01-15

(B)

Witness my hand(s) and seal(s) this 24 day of August, 2011.

CASEY JOE GERK

STATE OF New Mexico)
: ss.
COUNTY OF San Juan)

This instrument was acknowledged before me this 24th day of August, 2011 by CASEY JOE GERK, a single man.

Notary Public

My commission expires:

02-01-15

OFFICIAL SEAL
Nathan Baron
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02-01-15

LINCOLN COUNTY-NM
RHONDA B BURROWS, CLERK
201105275
Book2011 Page 5275
2 of 3
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(B)

33834
HYB

Witness our hand(s) and seal(s) this 19th day of August, 2011.

VALERIE JEAN GERK HINKLE

JEFFREY HINKLE

STATE OF Texas)
: ss.
COUNTY OF Lubbock)

This instrument was acknowledged before me this 19th day of August, 2011 by VALERIE JEAN GERK HINKLE, a married woman dealing in her sole and separte property, joined pro-forma by JEFFREY HINKLE, her husband

Lisa Guerra-Hernández
Notary Public

My commission expires:

March 14, 2012

LISA GUERRA-HERNANDEZ
Commission Number 767138
My Commission Expires
March 14, 2012

LINCOLN COUNTY-NM
RHONDA B BURROWS,CLERK
201105275
Book2011 Page 5275
3 of 3
08/26/2011 02:45:15 PM

SHORT FORM WARRANTY DEED - New Mexico Statutory Form

File No. 18455 ps

(C)

WARRANTY DEED

CECIL PISTOLE, a single man

for consideration paid, grant(s) to

WILLIAM O. ROBINSON and DOROTHY O. ROBINSON, husband and wife, as Joint Tenants

whose address is 56 Arrowhead Trail
Tijeras, NM 87059

the following described real estate in Lincoln county, New Mexico:

A tract of land which lies South of the center line of Bonita Creek, said tract being situate in the NW/4 NW/4 of Section 15, Township 10 South, Range 13 East, N.M.P.M. and more particularly described as follows:

Commencing at the Northwest corner of said Section 15; thence South 89 degrees 03 minutes 54 seconds West along the North boundary line of said NW/4 NW/4 of said Section 15, a distance of 1135.96 feet to a point; thence South 00 degrees 10 minutes 36 seconds West a distance of 841.92 feet to a point, being corner No. 1, and the Northwest corner of this tract; thence South 80 degrees 38 minutes 43 degrees East along the centerline of said river a distance of 57.16 feet; thence continuing along said centerline North 74 degrees 48 minutes 43 seconds East a distance of 80.37 feet to corner No. 2 being the Northeast corner of this tract; thence South 00 degrees 10 minutes 36 seconds West a distance of 193.80 feet to corner No. 3, being the Southeast corner of this tract; thence North 89 degrees 49 minutes 24 seconds West a distance of 105.00 feet to corner No. 4, being the Southwest corner of this tract; thence North 00 degrees 10 minutes 36 seconds East a distance of 189.58 feet to corner No. 1, the place of beginning, as shown by the Boundary Survey Plat, filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on March 24, 2000, in Cabinet G, Slide No. 518.

SUBJECT TO easements, restrictions, and reservations of record;

with warranty covenants.

WITNESS my hand(s) and seal(s) this 6th day of July, 2000

CECIL PISTOLE (Seal)

(Seal)

(Seal)

(Seal)

STATE OF Oklahoma
County of Oklahoma } ss.

This instrument was acknowledged before me this 6th day of July 2000
by CECIL PISTOLE, a single man

My Commission expires Jan 6, 2001

Notary Public

STATE OF NEW MEXICO,
County of Lincoln } ss.

Records of said County.
Tammie J. Maddox
County Clerk

I hereby certify that this instrument was filed for record on the 1st day of October, A.D., 2003 at 2:22 o'clock P. M., and duly recorded in Book 335 Page 261 of

By Charlotte Emmons Deputy
Rec. 200311073 Fees $ 9.00

Return to

261

(D)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

Date: EFFECTIVE DEC 05 2008, 2008

Grantor: WINNIE LEE CROWLEY, AS HER SOLE AND SEPARATE PROPERTY

Grantor's Mailing Address: 9105 TANGELO,
FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA 92335

Grantee: SHERI SIKES ORTEGA, AS HER SOLE AND SEPARATE PROPERTY

Grantee's Mailing Address: 101 STERN,
EL PASO, EL PASO COUNTY, TEXAS 79932

Consideration: FOR THE LOVE AND AFFECTION WHICH I BEAR UNTO MY COUSIN.

Property (including any improvements):
A tract of land situated in the NW/4 of Section 15, Township 10 South, Range 13 East, N.M.P.M., situated in Lincoln County, New Mexico, described as follows:
Commencing at the Northeast corner of said Section 15;
Thence East along the north boundary line of said Section 15 a distance of 1165 feet to a point;
Thence South along a line parallel to the West boundary line of said Section 15 a distance of 337 feet to the point and place of beginning, being corner No. 1 and the Northwest corner of said tract;
Thence N 65° E a distance of 106 feet and 9 inches to corner No. 2;
Thence N 72° E a distance of 157 feet and 6 inches to corner No. 3;
Thence South a distance of 318 feet, more or less, to corner No. 4, being the centerline of the Rio Bonito Channel;
Thence Westerly following the centerline of said channel a distance of 261 feet and 6 inches, more or less, to a corner No. 5;
Thence North a distance of 194 feet and 6 inches, more or less, to corner No. 1, being the point and place of beginning.

Reservations from and Exceptions to Conveyance and Warranty: SUBJECT TO a right-of-way easement 25 feet wide running along the West boundary line of said tract, and easements, right of way, mineral leases, and prescriptive rights of record; and any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Lincoln County, New Mexico.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person

COUNTY CLERK SEAL LINCOLN COUNTY, NM

LINCOLN COUNTY-NM
TAMMIE J MADDOX,CLERK
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1 of 2
12/19/2008 09:18:42 AM
BY LOREKI

(D)

whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Winnie L Crowley
WINNIE LEE CROWLEY

STATE OF California
COUNTY OF San Bernardino

Before me, the undersigned Notary Public, on this day personally appeared Winnie Lee Crowley [name of acknowledger], [known to me/proved to me on the oath of Bob Crowley [name of witness]/proved to me through CA DL [description of identity card or other document]] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [he/she] executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of December 2008

Mike McCabe
Notary Public, State of California
Notary's Printed Name: MIKE McCABE, NOTARY
My Commission Expires: 06-28-2011

MIKE MCCABE
COMM. # 1748210
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
COMM. EXPIRES JUNE 28, 2011

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

AFTER RECORDING RETURN TO

SHERI SIKES ORTEGA
101 STERN
EL PASO, TEXAS 79932

PREPARED IN THE LAW OFFICE OF:

KAREN HOUCHIN
P.O. BOX 421, 124 W. CALIFORNIA
FLOYDADA, TEXAS 79235
(806) 983-5556

LINCOLN COUNTY-NM
TAMMIE J MADDOX, CLERK
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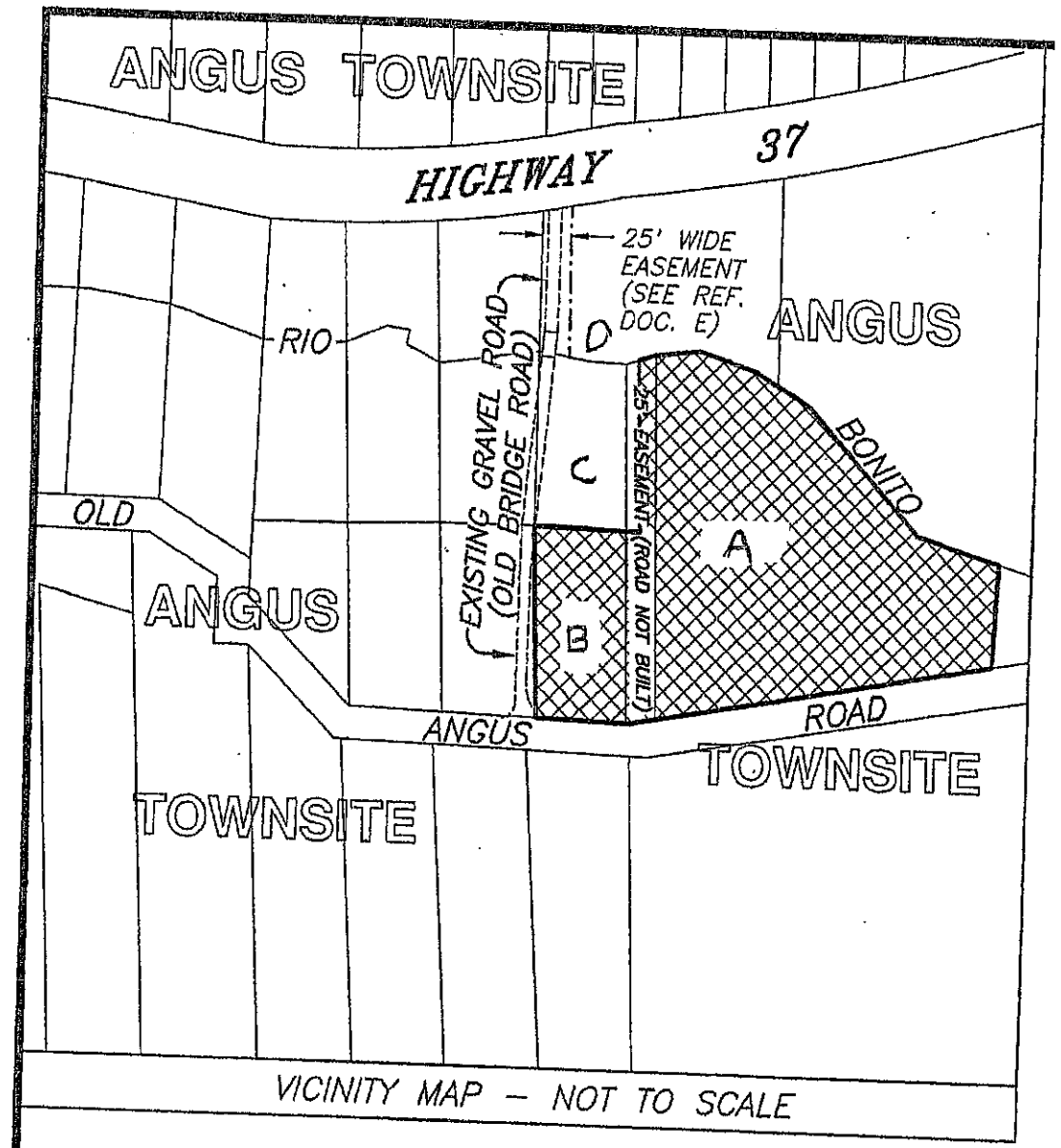
2 of 2
12/19/2008 09:18:42 AM
BY LOREEL

5. (Drawings)



VICINITY MAP – NOT TO SCALE

6. (Legal Description)

DESCRIPTION OF A PORTION OF RIGHT-OF-WAY:

A STRIP OF LAND IN THE PLATTED RIGHT-OF-WAY OF AN UNNAMED ROAD TWENTY-FIVE FEET WIDE STARTING ON THE NORTH RIGHT-OF-WAY LINE OF OLD ANGUS ROAD F/K/A WEST ROAD TO THE CENTERLINE OF THE RIO BONITO, SHOWN ON PAGE 1 OF 3, ANGUS TOWNSITE, FILED FOR RECORD ON FEBRUARY 5, 1956, IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEW MEXICO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GERK TRACT, SHOWN ON A BOUNDARY SURVEY PLAT, FILED FOR RECORD ON JUNE 22, 2011 IN BOOK C-J, PAGE 636, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID OLD ANGUS ROAD AND ON THE WEST RIGHT-OF-WAY LINE OF SAID UNNAMED ROAD, THENCE N02°04'08"W 210.00 FEET, ALONG THE WEST RIGHT-OF-WAY LINE OF UNNAMED ROAD; THENCE N87°55'52"E 12.50 FEET TO THE CENTERLINE OF SAID UNNAMED ROAD; THENCE N01°59'04"W 189.78 FEET ALONG SAID CENTERLINE OF UNNAMED ROAD TO THE CENTERLINE OF THE RIO BONITO; THENCE N83°06'46"E 12.26 FEET ALONG SAID CENTERLINE OF RIO BONITO; THENCE S02°04'08"E 397.11 FEET LEAVING SAID CENTERLINE OF THE RIO BONITO ALONG THE EAST RIGHT-OF-WAY LINE OF SAID UNNAMED ROAD TO THE NORTH LINE OF SAID OLD ANGUS ROAD; THENCE S79°31'22"W 25.27 FEET ALONG SAID NORTH LINE OF OLD ANGUS ROAD TO THE POINT OF BEGINNING, CONTAINING 7555.728 SQUARE FEET, (0.174 ACRES ±) MORE OR LESS.

7. (Determination of value as provided by County Assessor)

8. (Appraisal (if required))

9. (Plat of Survey)

Meeting Minutes
Lincoln County Road Review Committee

8 July 2014

Subject: To review Ms. Frances McKinney's application to abandon and vacate an unnamed, unbuilt 25 foot wide road easement in the Angus Townsite.

Attendees:
Robert Barber, Committee Chair
Brian White, Committee Member
James Russ, Committee Member
Curt Temple, County Planning Director
Alan Morel, County Attorney
Ms. Frances McKinney, Applicant
Gilbert Gonzales, Eagle Land Surveying
Steven Sandoval, Eagle Land Surveying
David Robinson, Representing William Robinson (Land Owner)

Discussion: On 8 July, attendees meet on finalizing discussions on the subject application.

While inspecting the subject easement and discussing possible outcomes of the committee's recommendations on 16 June, the Robinsons expressed concerns about their access to the east side of their lot. The Robinson's have been crossing Ms. McKinney's property and using the road easement in question to park recreational vehicles. They also maintain a water storage tank on the easement. Mr. Robinson was asked to submit his objections in writing by 24 Jun so the committee could review them before the 15 July Commission meeting. A copy was received on 8 July and is attached.

After careful consideration of all the facts and Mr. Robinson's objections, the committee recommends the application in its present form be approved. The committee's recommendation does not prevent the Mr. Robinsons from using the property. It should be noted, that Mr. Robinson and Ms. McKinney have agreed to work together to resolve their differences. This could result in the current application being revised and Mr. Robinson submitting another application to reflect changes in how the vacated easement is divided.

Robert Barber, Chair

ENCL 3

RECEIVED
JUL 0 8 2014

William O. and Dorothy O. Robinson
111 Rose Wood Trail
Alto, NM 88312

June 24, 2014

Mr. Carl Palmer, Superintendent
Lincoln County Road Department
P O Box 666
Capitan, NM 88316

Dear Mr. Palmer,

We met with you and the Road Review Committee meeting June 16th and proceeded to our property at Bonito Creek and County Road 27 to discuss the merits of my neighbor, Frances McKinney's, request to abandon the right of way between our properties. I was not able to go to the County Attorney Office but was represented by my son, David Robinson.

David informs me, we have the option to improve the exiting right of way and keep it up for two years and then it would be assumed by the county for maintenance.

As the registered owners of the property affected by her request, I cannot see how our forfeiture of 12.5 feet of the 25 foot right of way is in any way beneficial to us. We have been using the contested property since we purchased the property in March 2000 with the understanding that the property lost with the relocation of the road from the lot on the west side was compensated for by right to use the property on the east side.

In the event I am required to upgrade the existing right of way to prevent abandonment, I would prefer to follow the old road that came down from West Road to the old bridge as it is already an existing trail/road and was used for several generations. The road is, in my opinion, a prescribed right of way because of the many years of use.

If we cannot use the old road, we request an extension of time to investigate the construction required to build a road off of the rock shelf that exists in the platted right of way.

Respectfully,

William O Robinson

Cc: File

www.lincolncountynm.net

County of Lincoln

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

Agenda Item No. 18

July 2, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Help End Abuse for Life, Inc. Lease Agreement

Purpose: To obtain approval of the attached lease agreement

Discussion:

The County wishes to renew the lease agreement with Help End Abuse for Life, Inc. for an additional 1 year, with the option to renew the lease for three (3) additional one (1) year each.

Recommendation:

Consider approving the attached lease agreement with Help End Abuse for Life, Inc.

LEASE AGREEMENT

Between

HELP END ABUSE FOR LIFE, INC.

and

THE COUNTY OF LINCOLN

THIS AGREEMENT, made this 15th day of July, 2014, between the County of Lincoln, a political subdivision of the State of New Mexico (hereinafter called "COUNTY"), and Help End Abuse for Life, Inc., a New Mexico domestic nonprofit corporation (hereinafter called "H.E.A.L."). Subject to the approval of the New Mexico State Board of Finance.

W I T N E S S E T H:

1. **Description.** The COUNTY owns real estate situated within the City of Ruidoso Downs, County of Lincoln, State of New Mexico, and is described as follows:

> Lots 3 and 4, Block 2, of AGUA FRIA SUBDIVISION, Lincoln County, New Mexico, as shown by the Amended plat of a part of Agua Fria Subdivision, filed in the office of the County Clerk of Lincoln County, New Mexico, on April 7, 1958.
>
> Together with all improvements thereon;
> Subject to easements, restrictions and reservations of record.

The real estate is commonly known as 512 Highway 70 East, Ruidoso Downs, New Mexico. Said real estate is hereby leased to H.E.A.L. for the purpose of establishing and operating a shelter for victims of domestic violence for the citizens of Lincoln County, and such other incidental and related uses, and performing services as required by contract with the Department of Children Youth & Families.

2. **Term.** The base term shall be for one (1) year, beginning the 28th day of July, 2014, and ending the 1st day of August, 2015. COUNTY shall have the option to renew this Lease for three (3) successive terms of one (1) year each.

3. **Rent.** H.E.A.L. will provide $4,000.00 per month in services, as detailed in Exhibit A which is attached hereto and made part hereof, to the citizens of the County of Lincoln, which sum represents the fair market value rent for the lease of the Property. The parties to this Lease Agreement hereby affirmatively state that the $4,000.00 in services provided per month represents fair market value rent for the lease of the Premises considering the cost to H.E.A.L. for providing and operating a shelter for victims of domestic violence, and further considering the amount of subsidy

required to provide for the operation of a domestic violence shelter. The lease consideration is based upon the COUNTY's desire to provide sheltering services to the victims of domestic violence who live in Lincoln County.

4. **Utilities.** H.E.A.L. will promptly pay all utility charges which may be incurred in connection with H.E.A.L.'s use of the Premises, and will indemnify COUNTY and hold COUNTY harmless therefrom. The term Autilities@ includes, but is not limited to, water, gas, electric, and waste disposal.

5. **Monthly Reporting.** H.E.A.L. will provide a monthly written report to the County Manager outlining specific services provided to victims in Lincoln County.

6. **Taxes.** COUNTY assumes and agrees to pay, before they become delinquent, if lawfully owed, any general property taxes which may be lawfully levied and assessed against either the Premises or the improvements constructed thereon, or both, during the term of this Lease; provided that COUNTY may, in good faith, contest the amount or validity of such taxes and, in such event, permit the taxes to remain unpaid while contested, unless because of the delay, the Property may be subject to loss. COUNTY will indemnify H.E.A.L. and hold H.E.A.L. harmless from any and all tax liabilities on the property. Provided, however, H.E.A.L. shall be responsible for any taxes, if applicable, assessed for furniture, equipment and fixtures provided by H.E.A.L.

The COUNTY's agreement to indemnify and hold harmless H.E.A.L. pursuant to this agreement is limited on an annual basis to those funds that are available within the County's budget for the fiscal year in question, as determined by COUNTY in its sole discretion.

7. **Prior Inspection.** H.E.A.L. hereby acknowledges that it knows the condition of said Premises, that no representations as to the same have been made by COUNTY, and that H.E.A.L. hereby accepts the Property "as is" in its present condition.

8. **Jurisdiction.** H.E.A.L. shall have exclusive jurisdiction and control of the Premises and shall use said Premises for the operation of a residential shelter for victims of domestic violence. H.E.A.L. shall comply with all laws, rules and regulations of the United States of New Mexico and the State of New Mexico in the use of the Premises and operation of the facility. H.E.A.L. shall not use or allow the premises to be used for any other purpose than stated herein, except for those which are from time to time be agreed upon, in writing, between the parties.

9. **Insurance.** H.E.A.L. shall, at its expense, maintain in force during the term of this Lease, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than $1,000,000 insuring the COUNTY and H.E.A.L. against all liability arising out of the use, occupancy, or maintenance of the Leased Premises and appurtenant areas. A certificate of insurance will be provided to the COUNTY. H.E.A.L. shall maintain coverage of its personal property located on the premises, and the County shall maintain adequate fire and property damage insurance coverage on the buildings and appurtenances under this Lease.

10. **Hold Harmless.** H.E.A.L. further agrees, during the term hereof, to indemnify and save COUNTY and the leased Premises harmless from and against all claims and damages and demands for injury to persons or loss of life or damage to property or damages to third parties in the operation of the facility or through the conduct or acts of H.E.A.L.'s personnel and employees, and will defend, indemnify and hold harmless the COUNTY from any claim of liability on account thereof. All H.E.A.L. personnel and employees shall be under the exclusive jurisdiction and control of H.E.A.L., and COUNTY shall be free from liability by reason of any acts or omissions thereof.

11. **Waiver of Recovery.** COUNTY and H.E.A.L. each waive the right to recover from the other for any loss or damage to the leased Premises or the contents thereof. This waiver is effective only to the extent that insurance proceeds attributable to the loss or damage are paid to the waiving party or its loss payee, is not effective as to any party waiver, and does not apply to the extent that the loss or damage is caused by an act of omission intended to cause loss or damage.

12. **Disputes.** In the event any dispute arises as to the terms of this Lease, such dispute shall be submitted to three arbitrators, one to be selected by each of the parties hereto, and the third to be selected by the two arbitrators selected by the parties. The parties agree to arbitrate all disputes that may arise; however, neither party shall be bound by the arbitration decision.

13. **Maintenance.** H.E.A.L. agrees it will, at its own expense, keep the premises in good condition and repair during the lease term and any extensions thereof, and in accordance with any local building, fire or health ordinances. H.E.A.L. further agrees that it will return the Premises in as good condition as when received, reasonable wear and tear accepted, or an act of God excluded.

14. **Assignment.** H.E.A.L. agrees that in no case shall it assign this Lease without prior approval, in writing, given by the Board of County Commissioners of Lincoln County.

15. **Improvements.** Future construction deemed to be necessary by H.E.A.L. shall be a subject of negotiation with COUNTY for the purposes of obtaining funds for any such proposed construction or additions to the Premises. Any renovations, rehabilitation, or improvements to the Premises shall only be made with the advance written consent of the COUNTY. Any improvements, renovations, or rehabilitation shall comply with any applicable building codes, the AAmericans With Disabilities Act,@ and state, federal and local statutes, rules, or ordinances.

16. **Ownership of Improvements.** Any renovations, rehabilitation, or improvements made to or placed within the Premises by H.E.A.L. are and shall remain H.E.A.L.'s property except as the parties mutually agree otherwise in writing, if such alterations and improvements can be removed without undue damage to the Premises and are, in fact, removed by the H.E.A.L. prior to termination of this Lease or renewal thereof or within a reasonable time after termination. Alterations and improvements of a permanent nature that cannot be removed without undue damage to the Premises shall become COUNTY'S property except as the parties mutually agree otherwise in writing.

17. **Non-Discrimination.** H.E.A.L., with respect to employment and use of the Premises, shall not discriminate unlawfully on account of race, age, sex, religion, color, national origin,

ancestry, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation.

18. **Transfer of assets.** There is to be no transfer of ownership of assets of the Premises to H.E.A.L.

19. **Relationship of the Parties:** H.E.A.L. is an independent, nonprofit corporation. None of H.E.A.L.=s employees shall accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this Agreement. H.E.A.L. shall provide the County with proof of license, bond, and insurance relating to the operation of its facility.

20. **Losses.** H.E.A.L. shall be responsible for all losses and shall receive all benefits of the Premises during the term of this Lease.

21. **Failure to function.** Should H.E.A.L. no longer function or be able to carry forth its duties for the operation of a shelter for victims of domestic violence in a reasonable manner, the COUNTY, at its option, and within thirty (30) days written notice to H.E.A.L., may terminate this Lease Agreement and retake the Premises, notwithstanding the termination provisions of paragraph 22, herein.

22. **Termination.** This Lease Agreement may be terminated at any time by mutual agreement of H.E.A.L. and COUNTY. If either party breaches or defaults in the performance of any of the covenants of conditions contained herein, the non-breaching, or non-defaulting party shall have the right to send written notice of such breach or default to the other party, giving said party sixty (60) days in which to cure the alleged breach or default. If the breaching or defaulting party has commenced to cure such breach or default within said sixty (60) day period and pursues such cure diligently to the completion thereof, or unless a longer period of time is required to cure such breach or default, such breach or default shall be considered cured. If the breaching or defaulting party does not comply or cure as provided for herein, the other party may:

(i) terminate this Lease Agreement as of the date which the other party may select, provided said date is at least sixty (60) days after the notice and right to cure has run;

(ii) cure the breach or default at the expense of the breaching or defaulting party; and/or

(iii) have recourse to any right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

23. **Bankruptcy.** This Lease Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of H.E.A.L. in the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.

24. **Notices.** All notices relating to this Lease shall be in writing and delivered to the following address and if mailed, sent certified or registered mail:

H.E.A.L.:
Help End Abuse for Life, Inc.
Attention: President, Board of Directors
512 E. HWY 70
Ruidoso Downs, New Mexico 88346
Phone (575) 378-6378

COUNTY:
Board of County Commissioners
Attention: Lincoln County Manager
P.O. Box 711
Carrizozo, New Mexico 88301-0711
(575) 648-2385

25. **Governing Law.** This Lease and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of New Mexico. Jurisdiction and venue for any action involving this Lease Agreement shall be in the District Court of Lincoln County.

26. **Embodiment of Agreements between the Parties.** This Lease Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto and all such covenants, agreements, and understandings, written or oral, have been merged into this written Lease.

27. **Amendments to be in Writing.** This Lease Agreement shall not be altered, modified, or amended except by an instrument in writing executed by both parties.

28. **Attorney's Fees.** In the event any party hereto resorts to legal action against another party, including any affiliate, to enforce the terms and provisions of this Agreement, the prevailing party of such action will be entitled to recover the costs of such action, including, without limitation, the reasonable legal fees and costs so incurred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date noted above.

DATED this 15th day of July, 2014.

COUNTY OF LINCOLN

By: _____
Nita Taylor, County Manager

Attest:

_____
Rhonda Burrows
Lincoln County Clerk

DATED this 15th day of July, 2014.

Help End Abuse for Life, Inc.

By: _____
Joe Gomez
President

Attest:

_____
Corporate Secretary

[corporate seal]

Approved as to form and correctness:

_____
Alan P. Morel, County Attorney

THE STATE OF NEW MEXICO)
) **SS.**
COUNTY OF LINCOLN)

On this ____ day of _____, 2014, before me appeared **Joe Gomez,** to me personally known, who, being by me duly sworn did say that he is the Vice President of Help End Abuse for Life, Inc., and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said Corporation.

_____
NOTARY PUBLIC

My Commission Expires:

_____

County Attorney\PFB/L.C.\HEAL\Lease 7.1.10

www.lincolncountynm.net

County of Lincoln

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

Agenda Item No. 19

July 10, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Cooperative Agreement & Lease - Village of Capitan Senior Citizens Center

Purpose: To obtain approval of the attached agreement and lease

Discussion:

In 2010 the citizens of Capitan received a new Senior Citizens Center through a CDBG Grant through the Village of Capitan. The former lease agreement between the Village and the County for the old Senior Center that is no longer in existence was approved July 3, 1984. Therefore, a revised lease agreement with the new description is enclosed for your approval.

Recommendation:

Approve the attached lease agreement with the Village of Capitan.

COOPERATIVE AGREEMENT AND LEASE
VILLAGE OF CAPITAN
SENIOR CITIZENS CENTER

THIS AGREEMENT, entered into this ___ day of ____, 2014, by and between the **VILLAGE OF CAPITAN,** a New Mexico municipal corporation, whose address is P. O. Box 246, Capitan, New Mexico, 88316, hereinafter referred to as "Capitan" and **THE COUNTY OF LINCOLN**, whose address is P. O. Box 711, Carrizozo, New Mexico, 88301, hereinafter referred to as "County."

1. Capitan does hereby lease and the County does hereby take as Lessee the property commonly known as **"THE CAPITAN SENIOR CITIZENS' CENTER"** a building upon the following described real property:

> Beginning at the SW Corner of Tract 1, as shown by the plat filed in the Office of the Lincoln County Clerk in Cabinet G Slide 270 on December 15, 1988; Thence S88° 18′ W50 feet to the Western boundary of Tiger Dr., and the Place of Beginning of this tract of land; Thence continuing S88° 18′ W approximately 178 feet to the SW corner of the herein described tract; Thence North approximately 425 feet; Thence West approximately 126 feet; Thence North approximately 188 feet; Thence East approximately 370 feet to the West boundary of Tiger Dr.; Thence South along the West boundary of Tiger Dr. to the Place of Beginning.
>
> A map showing the general location of the Capitan Senior Citizen's Center is attached hereto, as a point of reference.

2. The premises shall be used by the County for the purpose of conducting all those activities usual and necessary for the operation of a senior citizen's center, including, but not limited to, the "Meal Site Program." The County shall have complete management of the leased property, providing that it shall also continue to be made available to the general public for civic-type meetings. All public civic-type meetings shall be scheduled and approved by County and the use of said facilities shall be at a reasonable charge to the user and/or to the general public for cleaning.

Capitan shall be responsible for insuring that the subject property is in compliance with the Americans with Disabilities Act, and shall bear all costs in connection with bringing said property into compliance with all requirements of the Americans with Disabilities Act.

The County shall comply with all Federal, State, Municipal and other laws, ordinances, rules and regulations applicable to the premises and business conducted therein by the County.

3. The term of this Lease shall be for a period of ten (10) years beginning _____ ___, 2014, and ending on _____ ___, 2024, both dates inclusive, unless sooner terminated as provided herein. The County shall have the option of renewing this Cooperative Agreement and Lease under the same terms and conditions as herein set forth in the original basic term, provided that the County fully and faithfully performed all the County's duties and obligations during the original basic term.

4. As consideration for the Lease, rent shall be Ten ($10.00) dollars per year plus other good and valuable consideration, the receipt of which is hereby acknowledged.

5. All notices required or permitted to be given hereunder shall be considered properly given upon delivering the notice in writing to the party to be notified, or mailing the notice by registered or certified mail, return receipt requested to the party to be notified at such party's address set forth above, or such other address as the party to be notified may have designated by previous written notice to the other.

Notice may be sent to the County and Capitan at the addresses first set forth above. The person authorized to act for Capitan for the purpose of receiving notices and demands shall be the Capitan Clerk at the referenced address. The person authorized to act for the County shall be the County Manager at the referenced address.

6. Capitan shall be responsible for paying for water, sewer, and garbage service provided to the premises. The County shall be responsible for any other utility service used in, rendered or supplied to the premises throughout the term of this Lease.

7. The County shall at all times during this Lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from Capitan or from any other person claiming through Capitan.

8. Capitan reserves the right to utilize the building for Village-related functions as long as said function does not interfere with normal Senior Center meal operations.

9. Capitan and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which Capitan elects to undertake made necessary by reason of the County's default under the terms of this Lease, showing the leased property for sale, lease, or mortgage financing or posting notices of non-responsibility under any mechanic's lien law.

10. Upon termination or expiration of this Lease, the County shall immediately deliver possession of the premises to Capitan. The County shall also deliver all keys to the premises to Capitan.

11. The County shall not assign this Lease, nor sublet the premises, or any part thereof, nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purposes than as above stipulated, without the prior written consent of Capitan.

Any such assignment or subletting without such consent shall be void, and shall, at the option of Capitan, terminate this Lease.

12. The County shall be responsible for all routine repairs to the subject premises, and shall keep and maintain in good order, condition, and repair the premises and every part thereof, reasonable wear and tear excepted.

13. During the term of this Lease, Capitan shall carry fire and extended coverage insurance, including any improvements upon the leased premises provided by Capitan, in such amount as Capitan deems necessary to protect Capitan interest.

14. The County shall not engage in any activity which would cause Capitan's fire or extended coverage insurance to be canceled or the rate therefor to be increased. If at any time during the Lease term the premises are damaged by fire or other casualty, the County shall give immediate notice to Capitan or its agent.

If the entire premises are rendered un-tenantable by reason of fire or other cause, this Lease shall terminate.

In the event of any partial or total destruction of the premises by fire or other cause, the County may, at its option, suspend the County's service to the citizens of Capitan as a senior citizen's center until such time as repairs are completed.

The County shall not be liable, under any expressed or implied covenant of this Lease, for any damages to Capitan beyond the loss of rent reserved by this Lease, accruing after any act or breach of covenant for which damages may be sought to be recovered against Capitan, except of those caused by sole negligence on the part of Capitan, its agents or employees.

15. Capitan shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring the County against any and all claims, demands, or actions arising out of or in connection with the premises, any condition thereof, and any employee or other person entering the premises, regardless of the reason, for injury to the person or damage to the property on or about the premises. Capitan shall supply insurance in at least the amount of Five Hundred Thousand ($500,000.00) dollars for property damage, Three Hundred Thousand ($300,000.00) dollars for each person, and One Million ($1,000,000.00) dollars per incident in respect to injury of persons (including death).

16. If the County should remain in possession of the premises after the expiration of the term of this Lease without the execution by Capitan and the County of a new lease, then the County shall be deemed to be occupying the premises as a tenant-at-sufferance, subject to all covenants and obligations of this Lease.

17. The County shall operate the Capitan Senior Citizen's Center, and shall not hold themselves out as agent, employee or servant of Capitan.

18. It is understood and agreed between the parties hereto that time is of the essence of this agreement and this applies to all terms and conditions herein.

19. The right of Capitan under the foregoing shall be cumulative, and the failure on the part of Capitan to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

20. This Lease contains the entire agreement between the parties, governs over and supersedes all bid letters, correspondence, discussions, and communications between the parties and may be amended only by express written agreement signed by both parties. This Lease shall be governed by the laws of the State of New Mexico.

21. Understanding that federal and state funding is sourced through the New Mexico Aging and Long Term Services Agency, in the event the County loses state and/or federal funding for senior centers, this cooperative agreement shall automatically terminate.

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

VILLAGE OF CAPITAN

By: _____
Dennis Haskell, Mayor
Village of Capitan

Attest:

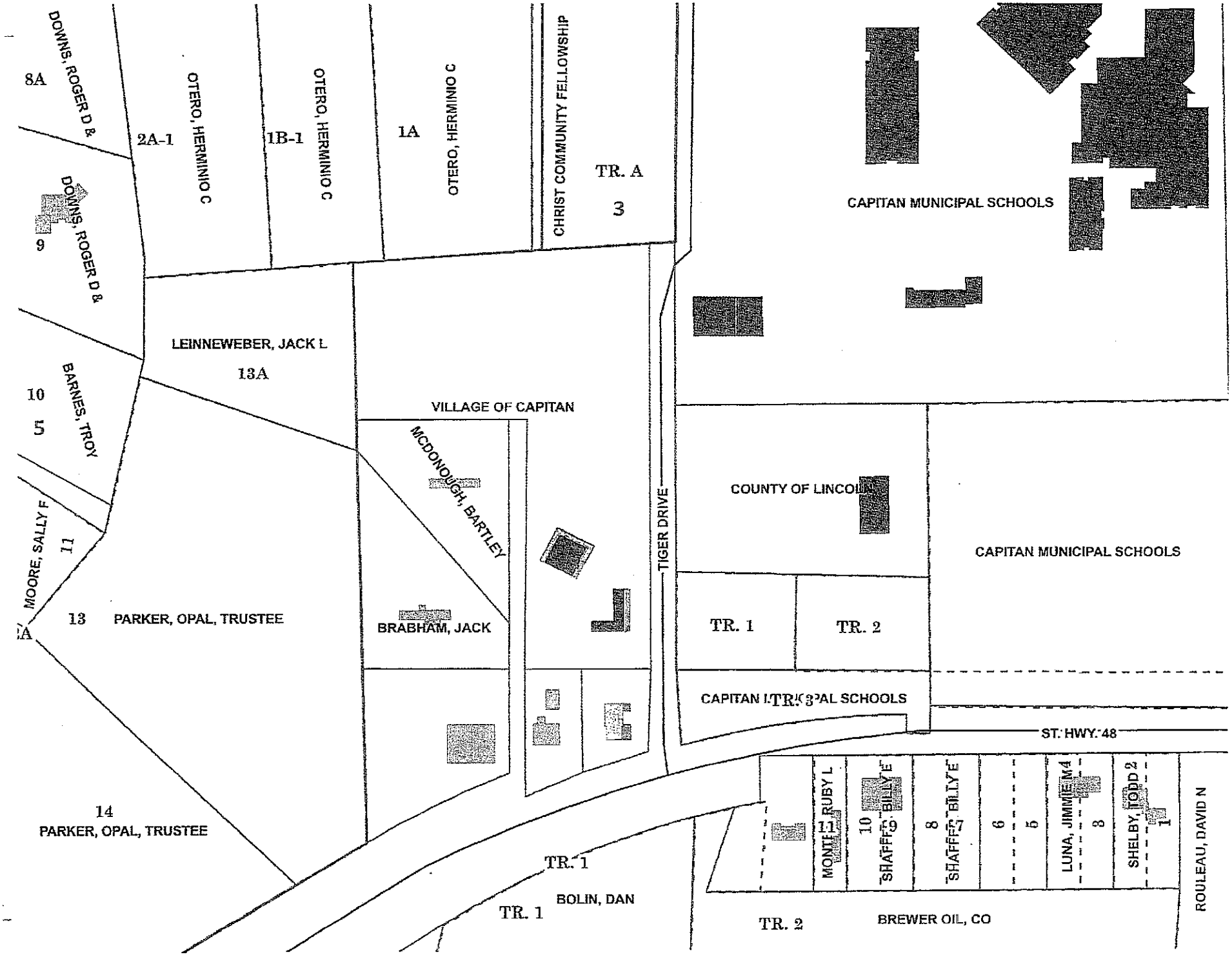
_____
Kay Strickland
Village of Capitan Clerk
P.O. Box 246
Capitan, NM 88316

COUNTY OF LINCOLN

By: _____
Nita Taylor
Lincoln County Manager

Attest:

_____
Rhonda Burrows
Lincoln County Clerk
P. O. Box 711
Carrizozo, NM 88301


DOWNS, ROGER D &
8A
DOWNS, ROGER D &
9
2A-1
OTERO, HERMINIO C
1B-1
OTERO, HERMINIO C
1A
OTERO, HERMINIO C
CHRIST COMMUNITY FELLOWSHIP
TR. A
3
CAPITAN MUNICIPAL SCHOOLS
LEINNEWEBER, JACK L
13A
BARNES, TROY
10
5
VILLAGE OF CAPITAN
MCDONOUGH, BARTLEY
MOORE, SALLY F
11
13
PARKER, OPAL, TRUSTEE
BRABHAM, JACK
TIGER DRIVE
COUNTY OF LINCOLN
CAPITAN MUNICIPAL SCHOOLS
TR. 1
TR. 2
CAPITAN MUNICIPAL SCHOOLS
ST. HWY. 48
14
PARKER, OPAL, TRUSTEE
TR. 1
BOLIN, DAN
TR. 1
TR. 2
BREWER OIL, CO
MONTIEL, RUBY L
11
10
SHAFFER, BILLYE
9
8
SHAFFER, BILLYE
7
6
5
LUNA, JIMMIE M
4
3
SHELBY, TODD 2
1
ROULEAU, DAVID N

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County of Lincoln

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

Agenda Item No. 20

July 10, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Rio Grande Cutthroat Trout MOU

Purpose: Commission consideration of entering into MOU with Colorado Counties

Discussion:

The NM Association of Counties has relayed the request of the Colorado Counties, Inc. for Lincoln County, and other New Mexico counties, to enter into a MOU established by the Colorado Rio Grande Cutthroat Trout ("RGCT") County Coalition. See correspondence from Joy Esparsen, NMAC Intergovernmental Relation Director at *Enclosure 1.*

The position of this MOU and its signatories is that they strongly support "that the long-term conservation of RGCT as a species is best served by retaining local government and state control of land and species management"; and that "listing" of the Cutthroat Trout by the USFWS is "not warranted".

During the NMAC Annual Conference, there was broad discussion among New Mexico counties regarding the importance of support from other neighboring counties (or states) when attempting to prevent the "listing" of a species, even though the neighboring counties (or states) might not be impacted at that time.

Recommendation: Enter into the Memorandum of Understanding with other counties in Colorado and New Mexico.

Nita Taylor

From: Joy Esparsen <jesparsen@nmcounties.org>
Sent: Wednesday, July 02, 2014 9:17 AM
To: Nita Taylor
Subject: Rio Grand Cutthroad Trout MOU - Commission Consideration Requested
Attachments: RGCT County Coalition MOU.rtf

Dear Nita,

The New Mexico Association of Counties has been approached by the Colorado Counties, Inc. for assistance on the proposed listing of the Rio Grande Cutthroat Trout. Attached is a copy of a Memorandum of Understanding (MOU) established by the Colorado Rio Grande Cutthroat Trout (RGCT) County Coalition. As a New Mexico county with a significant historic or current RGCT habitat, we have been asked to reach out and see if your county is willing to sign on to the MOU. A decision on the proposed listing is quickly approaching. Please let me know at your earliest convenience if your county will be able to consider joining the MOU.

This MOU is an effort to demonstrate cohesive support for the long-term conservation of RGCT and of the Conservation Strategy and efforts of the RGCT Conservation Team. The County Coalition would work with the RGCT Conservation Team in the development of an amended Conservation Strategy to address land use jurisdictional authority of the counties and Candidate Conservation Agreement with Assurances (CCAAs) for private land habitat conservation and protection as well as with the Federal and State Agencies via CCA's for similar, public land habitat protections. Further, it is the intention of the RGCT County Coalition to work with the various water districts, land managers, private landowners and non-governmental organizations that have been actively involved in RGCT conservation actions, to develop a subsequent and similar RGCT MOU that will serve to support the attached. It is the belief of the Boards of County Commissioners that are signatory to the RGCT MOU that while this instrument does not contain additional substantive conservation "teeth", it does represent significant, landscape-scale political will and horsepower that is fully in support of the RGCT Conservation Team's effort and the RGCT Conservation Strategy.

It is the intention of the RGCT County Coalition that submittal of the RGCT MOU to the USFWS, will meet the guidelines established in the *Policy for Evaluation of Conservation Efforts (PECE)* standards regarding demonstration of commitment to long-term conservation of a species prior to the "Proposed Listing" decision being published. As noted in earlier correspondence, the RGCT County Coalition and the signatories to the MOU strongly support that the long-term conservation of RGCT as a species is best served by retaining local government and state control of land and species management. Further, that the decade-long conservation actions that have been implemented as well as future conservation efforts of the Conservation Team and the Conservation Strategy will provide the most beneficial protections for the RGCT and that a decision of "not warranted" for listing under the ESA is appropriate.

Please let me know if you have any questions or comments regarding the MOU or this correspondence. If approved, a copy of the signed MOU should be returned to Joy Esparsen at jesparsen@nmcounties.org.

Sincerely,

Joy Esparsen
Intergovernmental Relations Director
New Mexico Association of Counties

ENCL 1

MEMORANDUM OF UNDERSTANDING

AMONG THE BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF MINERAL COUNTY,COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF RIO GRANDE COUNTY,COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF ALAMOSA COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF CONEJOS COUNTY, COLORADO,THE BOARD OF COUNTYCOMMISSIONERS OF COSTILLA COUNTY,COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF LAS ANIMAS COUNTY, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY,COLORADO

AND

THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF LOS ALAMOS COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF MORA COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF RIO ARRIBA COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY, NEW MEXICO, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SIERRA, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL TAOS, NEW MEXICO

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered into by and among THE BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF MINERAL COUNTY,COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF RIO GRANDE COUNTY,COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF ALAMOSA COUNTY, COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF CONEJOS COUNTY, COLORADO,THE BOARD OF COUNTYCOMMISSIONERS OF COSTILLA COUNTY,COLORADO,THE BOARD OF COUNTY COMMISSIONERS OF LAS ANIMAS COUNTY, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY,COLORADO

AND THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF LOS ALAMOS COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF MORA COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF RIO ARRIBA

COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SIERRA, NEW MEXICO, THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL TAOS, NEW MEXICO, together referred to as the "Parties".

A. Introduction.

The Parties, individually and collectively, intend to ensure that reasonable and adequate work is being conducted, and shall continue to be conducted, to reach the goal of increasing the current abundance, viability and vitality of the Rio Grande Cutthroat Trout and its habitat. The purpose of this MOU is to identify measures and strategies to achieve this goal. This will be accomplished by sharing data, strategies, plans and tools, engaging in dialogue, providing among the Parties and to others recommendations and critique and fostering a range- wide perspective on Rio Grande Cutthroat Trout and its habitat in the State of NEW MEXICO. This MOU may also serve as a framework for the Parties in the event that the conservation of other species becomes necessary, as determined by and among the Parties.

B. Activities.

The Parties are engaging in working relationships among themselves and with other entities and individuals regarding the Rio Grande Cutthroat Trout ("RGCT") and its habitat, and expect those relationships to continue. The Parties enter into this MOU to memorialize:

1. The intent of the Parties to recognize and support the efforts of the Rio Grande Cutthroat Trout Conservation Team, the Conservation Agreement for RGCT (2009) and the RGCT Conservation Strategy (2013) as the best available science and methodology for achieving the long-term population viability and conservation of the Rio Grande Cutthroat Trout.

2. The intent of the Parties is to support a position that recognizes the efforts delineated in #1 above as the most effective means for achieving the long- term conservation of the RGCT and additionally support a recommendation and ultimate decision by the USFWS of "Not Warranted" for listing the species under the Endangered Species Act of 1973.

3. The intent of the Parties to continue informally their joint discussions to reach the goal of increasing the current abundance, viability and vitality of the Rio Grande Cutthroat Trout and its habitat;

4. The intent of the Parties formally to schedule and conduct regular coordination meetings;

5. The intent of the Parties to take specific coordinated actions and to support those of the RGCT Conservation Team to reach the goal of increasing the current abundance, viability and vitality of Rio Grande Cutthroat Trout and its habitat;

6. The intent of the Parties, when reasonable, to enter into formal intergovernmental agreements to implement actions that result from this MOU;

7. If and when species, other than the Rio Grande Cutthroat Trout, are determined to require conservation efforts, as determined by and among the Parties, this MOU may serve as a framework and guide to such future species' conservation efforts.

C. Authorities.

The authority of the Parties to enter into this MOU includes, but is not limited to, the NEW MEXICO Constitution, Article XIV, Section 18.

D. Reservations.

This MOU is entered into without prejudice to, and without waiving, any jurisdiction or other rights, powers and privileges of any of the Parties.

This MOU is not a final agency action by any of the Parties, and is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, between the Parties, or by any non-party.

This MOU is not intended to supersede existing state or federal law, rule, regulation, or pre-existing MOU(s), if any. Nothing in this MOU shall be construed as affecting the authorities of the Parties or as binding beyond their respective authorities.

E. Coordination Meetings

The Parties shall initially hold coordination meetings, at least monthly, in person or by joint telephone call, to discuss implementation of this MOU.

F. Similar Activities.

This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

G. Effective Date, Duration, and Amendment.

This MOU takes effect among any signatory party upon the signature of that party hereto.

H. Separate Activities and Resources.

Each of the Parties will conduct its own activities and utilize its own resources, including expenditure of its own funds, in implementing this MOU. Each Party will carry out its separate activities as expeditiously as possible in a coordinated and mutually beneficial manner.

I. Obligation of Funds.

Nothing in this MOU shall commit any Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property between the Parties shall require separate agreements and be contingent upon the availability of appropriated funds.

J. Authorized Representatives.

By signature below, each of the Parties certifies that its representatives are authorized, pursuant to the authority of the Parties' Commissions, to act in their respective areas for matters related to this agreement.

K. Counterparts: Facsimile or Scanned Electronic Transmission.

This Agreement may be executed by facsimile or scanned electronic transmission and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile or scanned electronic counterparts shall be promptly followed with delivery of original executed counterparts.

L. Any Party may join or withdraw from this MOU at any time.

Board of County Commissioners
Colfax County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Lincoln County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Los Alamos County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Mora County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Otero County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Rio Arriba County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
San Miguel County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Sandoval County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Santa Fe County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Sierra County, New Mexico

_____, Chairperson Date: _____

Board of County Commissioners
Taos County, New Mexico

_____, Chairperson Date: _____

LINCOLN COUNTY
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County of Lincoln

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Agenda Item No. 21

July 3, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager NT

SUBJECT: Purchase of Emergency Services Vehicle

Purpose: To obtain approval to purchase a new Ford F-250 Pickup

Discussion:

Enclosure 1 is Office of Emergency Services notification to the State Fire Marshal of the need to purchase a Ford F-250. At Enclosure 2 is a the State Fire Marshal's approval letter for the purchase a new vehicle and to expend fire protection fund monies in the amount of $50,000 for its purchase.

The Nogal Fire Department, along with the Office of Emergency Services, is working with the State Fire Marshal to purchase a command vehicle. Should that effort complete in a timely manner for Commission consideration at this meeting, Enclosure 3 will be the State Fire Marshal's approval letter to spend fire protection fund monies for that purpose.

Recommendation:

Approve the request to purchase a new Ford F-250 to replace their existing 2011 Chevrolet Pickup for the Office of Emergency Services, and to purchase the command vehicle for the Nogal Fire Department

County of Lincoln
Fire and Emergency Services
Fire Administration

• 111 Copper Ridge Rd. Angus, NM 88316 • Phone: (575) 336-8600/FAX: (575) 336-8638 •

7/2/2014

To: Rudy Padilla
From: Lincoln County Fire Services
RE: Authorization to Purchase New Command Unit

Rudy,

We need to purchase a new Ford F-250 for the Lincoln County Fire Administration as we have a part time employee. This Unit will replace the 2011 Chevrolet and it will be passed to our new employee who is going to be used to help improve our ISO program. The cost is $39,900 and equipment will be about $10,000. We have a carryover of $58,000 of fire funds to fund this vehicle.

Please feel free to contact me with any questions.
Thanks,

Joe P. Kenmore

Joe P. Kenmore Lincoln County Fire and Emergency Services Director
Lincoln County Fire Marshal
575-808-1381 cell
575-336-8600 office

Encl 1

NEW MEXICO PUBLIC REGULATION COMMISSION

1120 Paseo De Peralta 4th Floor, Rm# 413
P.O. Box 1269
Santa Fe, NM 87504

STATE FIRE MARSHAL DIVISION
John Standefer, State Fire Marshal
1-800-244-6702 or (505) 476-0174

STATE FIRE SERVICE SUPPORT BUREAU

July 2, 2014

Joe Kenmore, County Fire Marshal
Lincoln County Fire & Emergency Services
111 Copper Ridge Road
Angus, NM 88316

Reference: Purchase of Emergency Services Vehicle

Dear Joe,

In response to your request dated July 2, 2014, in regards to the purchase of a new Ford F-250 Pickup for the Emergency Services Office, to replace an existing 2011 Chevrolet Pickup. You indicate that you will require fire protection funds in the amount of $50,000.00 to purchase the new vehicle and outfit it with emergency equipment and graphics for identification.

Your request is approved; you are authorized to expend fire protection fund monies in the amount of **$50,000.00** to purchase this vehicle.

If you have any further questions, please feel free to contact me at (505) 470-1997

Respectfully,

Rudy F. Padilla
Fire Department Inspector
New Mexico State Fire Marshal Division

XC: Nita Taylor, Lincoln County Manager
Vernon Muller, Deputy State Fire Marshal
File

ENCL 2

LINCOLN COUNTY

County of Lincoln

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AGENDA ITEM NO. 22

July 8, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

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

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

Discussion:

Sole Community Provider/SNCP Payments: This month our coordinator processed forty-two (42) claims, forty-one (41) of which are recommended for approval, and one (1) for disapproval for the reasons indicated at Enclosure 1. If approved, the total recommended payment this month is **$51,942.66**. See Enclosure. 1.

Indigent Health Care Claims: This month our coordinator processed sixteen (16) claims. Eleven (11) are recommended for approval, and five (5) for disapproval for the reason indicated at Enclosure 2. If approved, total recommended for payment this month is **$4,089.91.** At Enclosure 2 is a summary of total applications approved and denied. At Enclosure 3 is the summary of the Indigent Fund Meeting for July.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were **$24,262 and $16,919** respectively. The FY 13-14 year-end total was **$203,029.23**. Our budget for FY14 – 15 is $393,278. To date, the total expenditure is $4,089.91. At this pace, we will spend $49,079 in FY14 - 15.

Similarly, for the last two fiscal years, the total Commission-approved Sole Community Provider Claims were **$1,371,890** and **$1,034,535** respectively. The FY 13 - 14 monthly average was **$86,211.** To date, the total expenditure is $51,943.

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

Approved: _____
Jackie Powell

INDIGENT FUND MEETING

JULY 15,2014

TOTAL APPLICATIONS	58	56,032.57
TOTAL APPROVED	52	
TOTAL DENIED	6	
ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		314.40
APPROVED-	1	
DENIED-		
ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		102.76
APPROVED-	1	
DENIED-		
RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		700.00
APPROVED-	2	
DENIED-	1	
RUIDOSO		
LINCO MEDICAL & SUPPLY, INC		353.87
APPROVED-	3	
DENIED-		
RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		51,942.66
APPROVED-	41	
DENIED-	1	
ALTO		
LINCOLN COUNTY RADIOLOGY		253.75
APPROVED-	3	
DENIED-		
RUIDOSO		
MICHAEL P CLEMENTS, M.D.		
APPROVED-		
DENIED-	4	
ALBUQUERQUE		
NEW MEXICO ONCOLOGY HEMATOLOY		2,365.13
APPROVED-	1	
DENIED-		

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

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR		$0.00
ADJUSTMENTS		
TOTAL ADJUSTMENTS:	$0.00	$0.00

JULY # CLAIMS FOR APPROVAL	41	
# CLAIMS FOR DENIAL	1	
JULY # TOTAL CLAIMS	42	
JULY TOTAL $ AMOUNT APPROVED		$51,942.66

TOTAL # CLAIMS THIS FY APPROVED	41
TOTAL # CLAIMS THIS FY DENIED	1
TOTAL # CLAIMS FY 2014 - 2015	42

TOTAL APPROVED THIS FISCAL YEAR	$51,942.66

FACILITY: LINCOLN COUNTY MEDICAL CENTER 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20619	05/27/2014	241.00	185.57	077%
20632	06/23/2014	1061.00	816.97	077%
20663	04/02/2014	614.00	472.78	077%
20633	11/20/2013	1000.00	770.00	077%
20634	11/21/2013	334.00	257.18	077%
20635	12/30/2013	212.00	163.24	077%
20636	06/01/2014	1216.00	936.32	077%
20622	01/31/2014	153.80	118.43	077%
20623	02/27/2014	422.40	325.25	077%
20624	03/31/2014	443.40	341.42	077%
20665	03/05/2014	371.00	285.67	077%
20666	04/02/2014	187.00	143.99	077%
20637	06/11/2014	3774.00	2905.98	077%
20638	06/18/2014	2418.00	1861.86	077%
20640	08/19/2013	400.00	308.00	077%
20641	04/18/2014	235.20	181.10	077%
20642	04/29/2014	1543.00	1188.11	077%
20626	04/24/2014	1216.00	936.32	077%
20627	01/27/2014	464.80	357.90	077%
20628	02/17/2014	369.60	284.59	077%
20629	03/31/2014	422.40	325.25	077%
20630	04/30/2014	264.00	203.28	077%
20631	05/01/2014	97.80	75.31	077%
20668	02/12/2014	984.00	757.68	077%
20669	04/27/2014	3587.01	2762.00	077%
20670	03/20/2014	1467.00	1129.59	077%
20671	05/15/2014	625.00	481.25	077%
20644	06/04/2014	7824.00	6024.48	077%
20646	06/16/2013	600.00		000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT				
20648	02/22/2014	789.00	607.53	077%
20649	02/22/2014	65.00	50.05	077%
20655	07/31/2013	26989.20	10646.26	039%
20672	04/02/2014	305.00	234.85	077%
20673	03/06/2014	736.00	566.72	077%
20651	03/12/2014	64.60	49.74	077%
20652	04/07/2014	283.20	218.06	077%
20674	05/15/2014	397.00	305.69	077%
20659	03/20/2014	160.60	123.66	077%
20675	05/15/2014	276.00	212.52	077%
20676	02/12/2014	3611.00	2780.47	077%
20661	01/23/2014	16074.80	10771.43	067%
20662	04/18/2014	1008.00	776.16	077%
			51942.66	

APPROVED- 41 REJECTED- 1

INDIGENT HEALTH CARE CLAIMS
FISCAL YEAR 2014 - 2015

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR		$0.00
ADJUSTMENTS		
TOTAL ADJUSTMENTS:		
JULY # CLAIMS FOR APPROVAL	11	
# CLAIMS FOR DENIAL	5	
JULY # TOTAL CLAIMS	16	
JULY TOTAL $ AMOUNT APPROVED		$4,089.91
TOTAL # CLAIMS THIS FY APPROVED	11	
TOTAL # CLAIMS THIS FY DENIED	5	
TOTAL # CLAIMS FY 2014 - 2015	16	
CURRENT TOTAL APPROVED THIS FISCAL YEAR *Assuming the above is approved		$4,089.91

FACILITY: ANESTHESIA ASSOCIATES OF NM 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20625	12/07/2013	1904.00	314.40	017%
			314.40	

APPROVED- 1 REJECTED-

FACILITY: GERALD CHAMPION REGIONAL MED CTR 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20653	03/28/2014	133.45	102.76	077%
			102.76	

APPROVED- 1 REJECTED-

FACILITY: LC AMBULANCE-PRES HEALTH SVCS 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20639	08/17/2013	200.00	200.00	100%
20645	06/13/2013	200.00		000%
DATE OF SERVICE NOT ELIGIBLE FOR PAYMENT				
20647	02/22/2014	535.60	500.00	093%
			700.00	

APPROVED- 2 REJECTED- 1

FACILITY: LINCO MEDICAL & SUPPLY, INC 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20620	05/31/2014	208.21	208.21	100%
20621	05/06/2014	83.28	83.28	100%
20650	05/30/2014	62.38	62.38	100%
			353.87	

APPROVED- 3 REJECTED-

FACILITY: LINCOLN COUNTY RADIOLOGY 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20667	04/22/2014	123.00	123.00	100%
20654	07/13/2013	219.00	45.13	021%
20660	01/21/2014	387.00	85.62	022%
			253.75	

APPROVED- 3 REJECTED-

FACILITY: MICHAEL P CLEMENTS, M.D. 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20643	05/28/2014	15.00		000%
PATIENT'S BILL IS BELOW $50				
20656	08/12/2013	20.00		000%
PATIENT'S BILL IS BELOW $50				
20657	12/03/2013	17.41		000%
PATIENT'S BILL IS BELOW $50				
20658	04/16/2014	20.79		000%
PATIENT'S BILL IS BELOW $50				

APPROVED- REJECTED- 4

FACILITY: NEW MEXICO ONCOLOGY HEMATOLOY 07/15/2014 THROUGH 07/15/2014

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
20677	06/30/2014	9699.50	2365.13	024%
			2365.13	

APPROVED- 1 REJECTED-

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County of Lincoln

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

Agenda No. 23

July 8, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Southeastern New Mexico Economic Development District (SNMEDD) Agreement and Resolution 2014-10

Purpose: To obtain approval of the attached agreement and Resolution 2014-10.

Discussion:

The letter at *Enclosure 1* explains that an agreement and resolution is required for FY 2014-2015 with the Southeastern New Mexico Economic District (SNMEDD).

SNMEDD was budgeted for $6,000 in this year's budget. The agreement at *Enclosure 2* and Resolution at *Enclosure 3* solidify the arrangement between the County of Lincoln and SNMEDD.

Recommendation: Approve the Agreement and Resolution 2014-10

1600 SE Main, Suite D-1
Roswell, NM 88203

Hubert H. Quintana
Executive Director

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

July 15, 2014

Dear SNMEDD/COG Member:

With regard to your annual membership in the District for the 2014/2015 fiscal year, we have enclosed the following:

I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.

II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.

III. **2014/2015 ASSESSMENT SCHEDULE AND BUDGET FOR 2014/2015** – enclosed for your information.

IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.

V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

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

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

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

Sincerely,

Hubert H. Quintana
Executive Director

HHQ/pm
Enclosures

Encl 1

AGREEMENT

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

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

A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.

B. Furnish technical and management assistance in the development of planning activities.

C. Coordinate local planning with that of other Members of the District and the State.

D. Assist in community and economic development, transportation and public works projects.

E. Assist member governments with their legislative activities.

F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.

G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.

H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

A. To remain an active member of the District.

B. To make an annual contribution of $__6,000.00____ to the District as recognition of active membership.

Entered into this _____ day of _____, 2014, at

_____
New Mexico

ATTEST:

_____
Clerk

_____
Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

_____
Hubert H. Quintana, Secretary

_____
Marilyn Burns, President

Encl 2

RESOLUTION NO. 2014-10

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

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

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

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

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

DONE THIS 15th day of July, 2014 at

County of Lincoln
New Mexico

ATTEST:

Commission Chairman

Clerk

ENCL 3

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	2012-2013	2013-2014 CURRENT	2014-2015
Chaves County	$7,200	$7,200	$7,200
Eddy County	7,200	7,200	7,200
Lea County	7,200	7,200	7,200
Lincoln County	6,000	6,000	6,000
Otero County	7,200	7,200	7,200
Town of Dexter	750	750	750
Town of Hagerman	750	750	750
Town of Lake Arthur	500	500	500
City of Roswell	12,000	12,000	12,000
City of Artesia	2,994	2,994	2,994
City of Carlsbad	7,175	7,175	7,175
Village of Hope	500	500	500
Village of Loving	750	750	750
City of Eunice	1,000	1,000	1,000
City of Hobbs	8,024	8,024	8,024
City of Jal	1,000	1,000	1,000
City of Lovington	2,652	2,652	2,652
Town of Tatum	750	750	750
Village of Capitan	750	750	750
Town of Carrizozo	750	750	750
Village of Corona	500	500	500
Village of Ruidoso	2,155	2,155	2,155
City of Ruidoso Downs	1,000	1,000	1,000
City of Alamogordo	9,963	9,963	9,963
Village of Cloudcroft	750	750	750
Village of Tularosa	1,000	1,000	1,000
TOTALS:	**$90,513**	**$90,513**	**$90,513**

LINCOLN COUNTY
www.lincolncountynm.net

County of Lincoln

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

AGENDA ITEM NO. 24

July 10, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Appeal of Lincoln Historic Board Decision

Purpose: To entertain an appeal of a Lincoln Historic Board Decision.

Discussion:

The Lincoln Historic Board on May 15, 2014 denied permission for the Dougherty's to continue building fences on their property. In accordance with the ordinance (Encl 1), Ms. Dougherty's appeal (Encl 2), and (Encl 3) are the draft minutes of the May 15, 2014 Lincoln Historic Preservation Board, to the Board of County Commissioners.

Attorney Morel and applicant met on July 9, 2014 to see whether or not a solution may be found for the matter being appealed. A proposed resolution will be presented by the County Attorney Morel.

Recommendation: Entertain and decide on the resolution given by the Attorney.

STATE OF NEW MEXICO, COUNTY OF LINCOLN:
Recorded this 20th day of October, 2004, at 10:17 A.M. in the Ordinance Records, Book 3, Page(s) 644-708.

Tammie J. Maddox
Lincoln County Clerk

By Lee Vallejos, Deputy Clerk
Rec.# 200410567
Fee $ 0.00

LINCOLN COUNTY

NEW MEXICO

Lincoln Historic Preservation

ORDINANCE

No. 2004-5

Encl 1
644

5. Only those businesses and services whose exterior features contribute to the harmony and continuity of the area shall be permitted. Specifically excluded from the Historic District are any businesses whose wares are permanently displayed outdoors, including but not limited to trailer sales, automobile sales, junk yards, wrecking yards, rendering plants, slaughter plants, or heavy industry.

6. Signs shall be limited to those hanging or mounted on walls or posts in the ground. Signs shall be no larger than twenty-four square feet. Signs shall not be illuminated with flashing, oscillating or neon lights. The materials to be used in making signs must be described in the application and approved by the Lincoln Historic Board prior to their use.

   Any change in signage shall be submitted to the Board for approval.

   All "For Sale" signs will abide by the Ordinance and will carry a visible notation that the real estate for sale is located in the Historic District.

   Any existing sign that is no longer being used shall be removed by the owner or owner's agent.

7. All owners of buildings within the Lincoln Historic District shall be responsible for and provide reasonable maintenance to their building or buildings to prevent decay and deterioration. A variance of this requirement may be requested by the owner from the Board.

8. All unsightly accumulation shall not be permitted. No person shall permit to accumulate upon premises owned, leased, or occupied by him, any refuse, solid waste, or litter.

9. A satellite dish will be allowed as long as it is not subject to public view from U.S. Highway 380.

10. **Solar Features.** Solar features shall not be publicly visible from U.S. Highway 380.

SECTION VIII. ARCHITECTURAL GUIDELINES

Appendix B is hereby designated as the Architectural Guidelines for the Historic District.

SECTION IX. APPEALS, PENALTIES, NOTICES OF ALLEGED VIOLATION/ STOP WORK ORDERS.

A. Appeals Procedure.

Any decision by the Board is final unless an appeal is initiated by written application to the County Commission within twenty (20) days of the date the decision of the Board was rendered. After the written application has been received and prior to the consideration of the appeal, the applicant may meet with the Lincoln County Attorney in order to see whether or not a solution may be found for the matter being appealed. If the meeting results in an agreement, the County Attorney shall present the agreement to the Board for its acceptance or rejection. This mediation process may provide a solution to the matter being appealed. If the mediation process is not successful, the appeal shall proceed.

The County Commission shall review and consider the appeal record. The County Commission shall hear the appeal and either:

1. reverse any order, requirement, decision or determination of the Board; or

2. uphold the decision of the Board; or

3. make any change in the order, requirement, decision or determination of the Board.

The County Commission shall review carefully the Board's decision on the matter. The decision of the County Commission shall be following a public hearing and shall state the key findings of fact.

The County Commission shall give written notice of receipt of an appeal to the applicant, a representative of the opponents, if any are known, and to any other parties who have requested to be so informed. If a hearing is scheduled by the County Commission, written notice of the date, time, and place of such hearing shall be given to said parties.

The County Commission's decisions shall be the final administrative appeal. The exclusive remedy for parties dissatisfied with the action of the County Commission shall be filing of an appeal with the District Court within thirty (30) days of the date the decision of the County Commission was rendered, pursuant to Rule 1-074, NMRA 2004.

B. **Penalties.**

Penalties for violation of this Ordinance shall be pursuant to NMSA 1978, § 3-21-13 or § 4-37-3. Violation of this Ordinance is a misdemeanor and shall be prosecuted as other misdemeanors are prosecuted in the Magistrate Court of the County of Lincoln, or in District Court, by the District Attorney, the Board of County Commissioners of the County of Lincoln, or the County Attorney. Every day each such violation shall continue to exist; shall constitute a separate violation.

RECEIVED

JUN 09 2014

ADMINISTRATION
LINCOLN COUNTY NM

Ronda and Randy Dougherty

PO Box 234

Lincoln NM, 88338

575-653-4219

To Whom It May Concern,

I am appealing the decision of the Lincoln County Historical Board. I appeared before the Historical Board in Lincoln, NM on May 15th and was denied permission to continue building fences on the property that my husband and I lease from BMR Propertys.

The Lincoln County Historical Preservation Ordinance on Page 9 clearly states that "Voting Three(3) memebers shall constitute a quorum, and any action taken shall require the affirmative vote of a simple majority of voting members present. Board memebers are required to abstain from voting on any action in which their financial interest or those of their immediate families are directly involved." Two of the three board members present should have abstain from voting and they did not.

Elaine Allen should have abstained from voting

ENCL 2

because she recently opened a Gallery in Lincoln which is in direct financial competetion with the Gallery/Studio that my husband and I own and have, had in Lincoln for 17 years. I recently spoke out against a brochure that Elain Allen was trying to produce for the merchants in Lincoln, along with her Gallery and our Gallery. I did not like the content and I thought the amount of money she received from the lodgers tax and was planning on spending on this project, was extravagant. Also Elaine Allen who is running for a County Commisioners seat, has stated in public that "Renters do not deserve the same rights as land owners, because they are not invested financially in the community". Since my husband and I lease from BMR propertys presently and have leased property in Lincoln for 17 years, I feel that Elaine would not be able to be impartial on any matter that concerns my husband, myself and our buisnesses.

Melisa Boute should have abstained because her husband and my husband were starting up a buisness together and were having conflicts over buisness ethics that they could not resolve. This is a direct conflict with an immediate family member of the board. Melisa is also incharge along with Elaine Allen of the Farmers Market in town. This is also a direct finanical conflict of interest with our Gallery. I do not think that either one of these

women could have been impartial and both should have abstained.

Samantha Mendez and a plain clothes police officer that attended the meeting also voted. They both work for the state/county government and are, were being paid by the state/county to be there. I doubt that either one would have attended that meeting if their job did not require them to be there. They both financially benefited. I feel discrimated against when the state/county can send as many hired employees as they need to vote on a matter so that it comes out the way the government wants. This feels like a voilation of my rights. You could tell by the tone in which Elaine Allen spoke to me, at the meeting, that she was personally invested in this matter. Since Elaine, if elected County Commisioner would be working more closely with both these individuals, I do not think they could be impatial either.

Fencing, First I went to the Historical Meeting blind and unsure what was happing. BMR property, the company we lease from called and told us we were in voloation of the Historical Ordinance and asked us to take care of this. BMR propertys asked us to call the Planning Department and get the information. I phoned

Samantha Mendez and asked to have a copy of the complaint filed, faxed to me. She faxed me the ordinance but not the complaint. I phoned three times and she was unable to fax me a copy of the complaint because she did not have it. She did however say she could e-mail it to me. I gave her my e-mail and still after several phone calls no e-mail either. She phoned and said she was near Lincoln and would meet me at the property, to talk about the fence. She told me we had to take down the green panel fenceing or file an application to continue on and it had to be filed right there right now before 5 o-clock that day. Still I was given nothing in writting and she could not tell me who complained. It is my legal right to now who complained about the fencing.

We have rented in Lincoln for 17 years, the green panels that we are being asked to take down, first of all should have been Grandfathered in, are from two different location that we had lived at in Lincoln, in Town, before moving to the BMR property, out of town. We lived in The Old School House which the panels(6 of the panels and a gate, we presently own and are using) were behind but in clear veiw of 380. This was the only fencing we had there.We lived in the school from 1998 to 2001. We also lived in The Lessnet House from 2002 to 2012 where we used the green panels also as a permanet

fence(8 panels and a 2 gates) and clearly visiable from 380. When we moved out of town we took our green panels with us, since all the neighbors around us have panels, we never gave it a thought about the panels not being legal outside of town. We decided that we would put up the green panels which in the past we used in town, but would cover them with lattas (peeled poles) for a nice wooden fence look. We are renters and could not afford to put up all permanet fenceing on the property we lease, 6 arces. We have 5 horses and have used these panels to keep the horses contained, since coming to Lincoln in 1998. It does not state that you can not use the green panels in the ordinace anywhere that I was given. We have lived in Lincoln for 17 years and constructed several fences in Town in Lincoln and not one time has anyone mentioned that we needed permission to build a fence or that we could not use the green panels. First the panels should have been grandfatherred in, since I was told that panels our neighbors use(that my husband helped unload the truck 7 years ago) were grandfathered in and Second it is a financial hardship for use to put up all permanet fencing, in a place that we lease. Thirdly the vote was illegal because two of the three board members should have abstained for the vote.

I came to the meeting wanting to compromise to find out how they recommend that I could legally use my panels since all the neighbors around us have them. Since our fencing should have been grandfathered in also, after 17 years.Since any fenceing that we put up permanetly we would have to walk away from. One of our neighbors sets on the board and has green panels covered with lattas in plain veiw of 380. When I asked about that instatance, Elain reply that she was OK with that. It was us that she had the problem with. I offered to continue to cover with the lattas so the green panels would not be visiable. I even offered to paint them brown and cover with lattas, so the fence would not be visible from 380. They made no compromise at all nor did they want to work with us on this fence matter.

Elaine is trying to running us out of town, she wants her Gallery to succeed, and she knows there is not enough traffic in town for both places to be successful. She does not believe that renters should have the same rights as property owners. She knows that we would not live here if our Gallery was not here. This is a personal vendetta to run us out of town so that she can reap financial gains. Elaine should have never been allowed to vote on this matter she should have abstained along with Melisa

Boute.

RECEIVED

JUN 09 2014

ADMINISTRATION
LINCOLN COUNTY NM

Application for Construction, Alteration, or Demolition of Structure in Lincoln Historic District

The Lincoln Historic Preservation Board has been designed, by the authority of Lincoln County Ordinance, to preserve, protect, and enhance the Historic District and Landmarks lying within the Historic District, and shall have the authority to approve or disapprove applications relating to the construction, alteration, and demolition of those exterior features of structures subject to the public view from U.S. Highway 380.

The property owner shall submit with this application six (6) legible sets of plans to the County Manager's office, along with a copy of the building permit, if required, issued by the Construction Industries Division, State Regulation and Licensing Department of the State of New Mexico (telephone 505-827-7030). The plans shall be reviewed by the County Manager's Office and five (5) sets thereof shall be forwarded to the Historic Preservation Board **seven (7) days** prior to the regularly scheduled meetings. Plans shall be drawn to scale with the size scale identified thereon. Architectural drawings are not required, but are recommended.

Date 5/6/14

Name(s) of applicant Rondy Dorte Dougherty

Mailing Address PO Box 234 City Lincoln

State NM Zip 88338 Phone 653-4219

Property Address 9549 Highway 380

Property Legal Description " "

Landmark? ☐ Yes ☑ No

Type of project ☐ Alteration to existing ☑ Demolition ☐ New Construction
☐ Restoration/Rehabilitation ☑ Other (☑ fencing ☐ signage)

Specific Request Covering Fence with Green Slats

Applicant's statement of the proposed project: (Please be specific and attach sheet if space is inadequate.)

Name and address of applicant and/or agent for project, if any

Same

☐ Please attach a copy of the building permit issued by the Construction Industries Division, State Regulation and Licensing Department of the State of New Mexico, for this project.

Please attach the following: ☐ Plot plan ☐ Elevation(s) ☐ Photograph(s) (not Polaroids)
Indicate thereon the proposed alterations or additions.

☐ Please provide and attach color samples.

If signs are proposed, indicate material, size, method of attachment, and intended placement position:

Estimated time frame for project: 3 months

I hereby agree that all work will comply with approved plans

Applicant's Signature: 3 months [signature]

BELOW THIS LINE FOR ADMINISTRATIVE USE ONLY

Date application received: 5-5-14 [signature]

Board action taken: ☐ Approved ☐ Approved with conditions ☑ Denied ☐ Withdrawn

☐ Notes on conditions green fencing panels not allowed in district.

Lincoln Historic Preservation Board

By: Elaine Mee Date: 5-15-14

LINCOLN HISTORIC PRESERVATION BOARD

May 15, 2014

CALL TO ORDER: VICE CHAIR LM SMITH CALLED THE MEETING TO ORDER AT 7:05 PM.

ROLL CALL: MELISSA BOUTTE, ELAINE ALLEN, L.M. SMITH. ABSENT: GINGER MOORE, BILL STRAUSER. ALSO PRESENT: SAMANTHA MENDEZ, CURT TEMPLE, RHONDA DOUGHERTY

APPROVAL OF MINUTES: E. ALLEN MADE MOTION TO APPROVE MARCH 20, 2014 REGULAR MEETING AS WRITTEN. M. BOUTTE SECONDED. MOTION PASSED 3-0

NEW BUSINESS: NEW FENCE APPROVAL - RONDA DOUGHERTY. R DOUGHERTY STARTED BY SAYING THAT SHE HAD NOT RECEIVED ANYTHING IN WRITING BUT THAT S. MENDEZ HAD STOPPED BY HER HOUSE TO TELL HER THAT GREEN PANELS WERE NOT ALLOWED. SHE SAID THEY WERE IN THE PROCESS OF COVERING THE PANELS WITH "ZATTIAS" (FENCE POSTS). E ALLEN RESPONDED THAT "WHEN YOU PUT UP THE FENCE POSTS YOU CAN STILL SEE THE GREEN PANELS." R. DOUGHERTY SAID "THERE WERE OTHER PEOPLE IN THE AREA

ENCL 3

THAT HAVE DONE THE SAME THING." ". SHE SAID "GINGER MOORE HAS GREEN PANELS IN HER GARDEN, THEY ARE AROUND HER GARDEN COVERED WITH "LATTIAS"." THEY ALSO HAVE PIPE CORRALS." E ALLEN RESPONDED THAT THE GREEN PANELS WERE NOT ALLOWED AS FENCING OR CORRALS BUT THAT IT HAD BEEN ALLOWED TO USE METAL PIPING FOR CORRALS. R DOUGHERTY ASKED IF SHE PAINTED THE PANELS ~~GREE~~ BROWN WOULD THEY BE ALLOWED AS FENCING. E ALLEN ASKED IF MS DOUGHERTY HAD EVER SEEN AN ORDINANCE COPY. SHE STATED "I HAVE LIVED HERE FOR 20 years AND RAN A BUSINESS FOR 17 years OF THOSE 20, SO yes, I have SEEN AN ORDINANCE." E ALLEN REPLIED "OKAY. SO YOU KNOW GREEN PANELS ARE NOT ALLOWED AND YOU KNOW WHAT FENCING IS ALLOWED." IT WAS FURTHER EXPLAINED THAT CEDAR POSTS, WIRE FENCING, ARE ALLOWED. R DOUGHERTY ASKED IF T. POSTS WERE ALLOWED, AND THEN CONTINUED TO ~~PROTEST~~ INSIST THAT SHE SHOULD BE ALLOWED TO COVER THE PANELS WITH POSTS EVEN THAT SHE SHOULD BE ABLE TO STRAY THE PANELS BROWN. E ALLEN EXPLAINED THAT BOTH SIDES OF THE PANELS WOULD HAVE TO BE COVERED BY POSTS BECAUSE OF WHAT CAN BE VIEWED FROM HIWAY 380. AND THAT WOULD NOT WORK BECAUSE POSTS ARE CROOKED AND DO NOT COVER THE GREEN PANEL COMPLETELY. ~~AS THE~~ MR. BOUTE

REMINDED R. DOUGHERTY THAT SHE HAD TOLD HER THAT GREEN PANELS OR PANELS OF ANY KIND COULD NOT BE USED AS FENCING. R DOUGHERTY AGREED SHE WAS TOLD THEY WERE NOT ALLOWED BUT SHE WANTED TO USE THEM BECAUSE THEY COULD BE MOVED. AFTER MUCH DISCUSSION E ALLEN MADE A MOTION TO DENY THE APPLICATION AS PRESENTED. M. BOUTTE SECONDED. MOTION PASSED 3-0

OLD BUSINESS: NONE

CORRESPONDENCE: NONE

REPORT - SITE VISIT: NONE

MONTHLY REPORTS: NONE

ITEMS FOR DISCUSSION: NONE

ADJOURN: MOTION MADE TO ADJOURN AT 7:49

Respectfully submitted,

Elaine Allen
Secretary

Application for Construction, Alteration, or Demolition of Structure in Lincoln Historic District

The Lincoln Historic Preservation Board has been designed, by the authority of Lincoln County Ordinance, to preserve, protect, and enhance the Historic District and Landmarks lying within the Historic District, and shall have the authority to approve or disapprove applications relating to the construction, alteration, and demolition of those exterior features of structures subject to the public view from U.S. Highway 380.

The property owner shall submit with this application six (6) legible sets of plans to the County Manager's office, along with a copy of the building permit, if required, issued by the Construction Industries Division, State Regulation and Licensing Department of the State of New Mexico (telephone 505-827-7030). The plans shall be reviewed by the County Manager's Office and five (5) sets thereof shall be forwarded to the Historic Preservation Board **seven** (7) days prior to the regularly scheduled meetings. Plans shall be drawn to scale with the size scale identified thereon. Architectural drawings are not required, but are recommended.

Date 5/6/14

Name(s) of applicant Randy Dwayne Dougherty

Mailing Address PO Box 234 City Lincoln

State NM Zip 88338 Phone 653-4219

Property Address 9549 Highway 380

Property Legal Description " "

Landmark? ☐ Yes ☑ No

Type of project ☐ Alteration to existing ☑ Demolition ☐ New Construction
☐ Restoration/Rehabilitation ☑ Other (☑ fencing ☐ signage)

Specific Request Covering Fence with Green Tarps

Applicant's statement of the proposed project: (Please be specific and attach sheet if space is inadequate.)

Name and address of applicant and/or agent for project, if any

Same

☐ Please attach a copy of the building permit issued by the Construction Industries Division, State Regulation and Licensing Department of the State of New Mexico, for this project.

Please attach the following: ☐ Plot plan ☐ Elevation(s) ☐ Photograph(s) (not Polaroids)
Indicate thereon the proposed alterations or additions.

☐ Please provide and attach color samples.

If signs are proposed, indicate material, size, method of attachment, and intended placement position:

Estimated time frame for project: 3 months

I hereby agree that all work will comply with approved plans.

Applicant's Signature: 3 months Rosa Rheyhart

BELOW THIS LINE FOR ADMINISTRATIVE USE ONLY

Date application received: 5-5-14

Board action taken: ☐ Approved ☐ Approved with conditions ☒ Denied ☐ Withdrawn

☐ Notes on conditions green fencing panels not allowed in district.

Lincoln Historic Preservation Board

By: Elaine Mee Date: 5-15-14

www.lincolncountynm.net

County of Lincoln

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

Agenda Item 25

July 11, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Manager's Report

1. **NM Department of Finance and Administration,** Local Government Division, on June 19, 2014, granted approval of the interim budget approved by this Commission on May 20th. *See Enclosure 1.* This approval certifies the use of this interim budget pending approval of the final budget, which is due to DFA by July 31, 2014.

2. **Building Construction / Maintenance Projects**

   a) ***Carrizozo Senior Center.*** Planning meeting with Architect Howard Kaplan of Wilson & Co., Dora Batista, SNMEDD and Lincoln County Zia Senior Center scheduled for next week. Plans to move forward for issuing the construction RFP will be focus of meeting.

   b) ***Courthouse Expansion Project*** *is on time and on budget AND VERY BUSY.*
   - This week Otero County Electric worked to install the new power feeder for the building; a new pole has been installed, as well as underground cable for the new transformer that will serve the entire campus.
   - Next week concrete work will continue, with steps to be completed and a pad poured for the power disconnect
   - Railing on steps to be installed
   - Inside the ceiling grids have been installed and ceramic tile is being laid.

   c) ***Physician's Office Building.*** At its June meeting, the Commission directed Manager to submit letter on behalf of the County (owner) in response to the Physician's Office Building nomination for an award honoring the best construction projects and the companies that designed and built them. See *Enclosure 2.*

3. **Office Space Changes / Additional Requests for Space.** The County's Rural Addressing Department, which is under the direction of Curt Temple, has relocated from the Courthouse Annex in Carrizozo to the Sub-station in Ruidoso. In the past month, both the Public Defender's Office and the District Attorney's Office out of Alamogordo have expressed an interest in utilization of that office space. Longer term, the District Attorney's office may be interested in the recently purchased Title Company at 209 Central Avenue in Carrizozo.

County Manager's Fax
(575) 648-4182

Finance/Purchasing Fax
(575) 648-2381

Rural Addressing Fax
(575) 648-2816

4. **Wattles.** County received notification from New Mexico State University Seed Certification Department that our wattles are weed-free. *See Enclosure 3* for Certificate of Inspection and Transit Inspection. This certification enables us to market the wattles to entities requiring the weed-free certification. The county has approximately 1,100,000 linear feet of wattles. The total cost the County spent on having the wattles made is approximately $2,021,000 (from debris removal activity to wattle creation), resulting in a cost to the County of approximately $0.23 per foot. (After FEMA's 75% and State's 12.5% reimbursement). Manager seeks direction to initiate marketing plan and commence with the sale of the wattles. Not only have governmental entities expressed a need for the wattles, but private industry has as well.

5. **Lincoln County OES to Host MGT 383 Emergency Operations Plans for Rural Jurisdictions.**

   Emergency Operations Plans for Rural Jurisdictions is an eight-hour, management and planning level, instructor-led course designed to provide emergency managers and rural first responders with the knowledge and skills to develop an emergency operations plan (EOP) for their respective jurisdictions. The course provides practical knowledge about the planning process, different types of EOP formats, and the components of each. Participants engage in scenarios designed to reinforce lessons learned, enable them to determine the best format for their particular jurisdictions, and to organize the various planning components into an EOP. Topics covered include but are not limited to:

   - identifies characteristics of an effective planning processes
   - presents the key concepts for how to maintain a current and viable plan
   - demonstrates the components of an EOP and their relationship to each other
   - establishes relationship between EOP and SOP

6. **Update on Sole Community Provider Federal Compliance (Committee Substitute for SB268): Joint Hearing with Revenue Stabilization & Tax Committee and legislative Finance Committee.** Manager Taylor and Scott Annala, Indigent Health Care Coordinator, attended the joint hearing re: the status of the new Safety Net Care Pool and the Expanded Medicare Payments. The Human Services Department has received Applications from each hospital, with detailed information regarding the amount of indigent care / Medicaid / Medicare etc. provided by each hospital; and are in the process of determining the total level of payment each hospital will receive, including County and State contributions and federal match. There is significant unrest among the County governments regarding SB268 that requires each County to submit an equivalent amount of 1/12th percent of gross receipts tax; the unrest is tied to the Governor's line item veto that removed the three-year sunset clause negotiated and agreed to by all parties. Enclosure 4 is the handout provided by the NM Association of Counties; Enclosure 5 is the Farmington Daily Times coverage of the meeting.

7. **Upcoming Events.**
   a) July 16th – Presentation: Watersheds In Sacramento Mountains
      Village Hall in Ruidoso — 6:00 p.m.
   b) July 17th – GSWA Board Meeting — 10:00a.m.
   c) July 24 - Economic Development Mtg. (Hubert Quintana) — TBD
   d) Aug. 7 - Comment Close date for "Total Maximum Daily Load for Sacramento Mountains

8. **Departmental Updates:**
    a) Finance – Punkin Schlarb
    b) Roads – Carl Palmer
    c) Planning – Curt Temple
    d) EOC – Joe Kenmore

SUSANA MARTINEZ
GOVERNOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

WAYNE SOWELL
DIRECTOR

JESSICA LUCERO
ASSISTANT DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

06/19/2014

The Honorable Jackie Powell
Chairperson
County of Lincoln
PO Box 711
Carrizozo, NM 88301-0711

Dear Chairperson Powell

In accordance with Section 6-6-2 (B) NMSA 1978, the Local Government Division (LGD) has examined the proposed (interim) budget of the local government entity for Fiscal Year 2014-15 and hereby grants approval and certification for use pending approval of the final budget. Sufficient resources appear to be available to cover proposed budgeted expenditures.

Approval and certification of your final budget is contingent upon submission of the following by July 31, 2014:

- A resolution adopting the FY 2014-15 operating budget;
- A resolution approving the June 30, 2014 (fourth quarter) financial report;
  [NOTE: If approval by resolution is not possible by the July 31st deadline, the final budget cover letter must include an explanation as to why. This required resolution must be approved by the governing body at the next scheduled meeting. This requirement is necessary to ensure the governing body has reviewed and approved the financial report submitted to LGD.]
- The signed year-end June 30, 2014 fourth quarter financial report in the LGD required Excel spreadsheet form;
- Adjustments/revisions discussed with staff (attached);
- Unaudited (reconciled) beginning cash balances as of July 1, 2014 that agree with the year-end June 30, 2014 cash balances per the fourth quarterly financial report (or an explanation as to why these balances don't match); and
- Provide the budget request in the LGD required Excel spreadsheet form via e-mail.

Please note that if the audit for the fiscal year ended June 30, 2013 to the Office of the State Auditor is not current, final budget certification will be "conditional" until the local public body is in compliance per regulation 2.2.3 NMAC.

If you have questions, please call me at 505-827-8060.

Sincerely,

Elise M. Mignardot

Elise M. Mignardot
Budget and Finance Analyst

ENCL 1

LINCOLN COUNTY
www.lincolncountynm.net

County of Lincoln

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

June 20, 2014

Mr. Gordon Berch
Vice President
Jaynes Corporation
2906 Broadway NE
Albuquerque, New Mexico, 87107

Re: Lincoln County Medical Center – Physician's Office Building

Dear Mr. Berch:

As today is the seventh month anniversary of the Grand Opening of Lincoln County Medical Center's Physician's Office Building ("POB"), on behalf of the Lincoln County Commissioners, I want to thank you and your team at Jaynes for your key role in making this dream a reality.

The POB is the first construction project of such magnitude that the County authorized and saw to completion in a number of years: it was a critical addition that enabled the Commission to meet its obligation to protect the "health, safety and welfare" of Lincoln County citizens and visitors.

As point-of-contact for the County (owner), I had the opportunity to work within a finely-tuned team consisting of the owner, the architect, the contractor and the tenant, Presbyterian Health Services ("PHS"). The coordination system established by Jaynes and the Dekker/Perich/Sabatini ("DPS) Architectural Firm ensured all players were well informed as to the status of the project, problems encountered, solutions identified with approvals sought and obtained in a timely manner. Key to the success of this project was the professional interaction between the contractor and the architect and their joint goal to meet or beat not only the substantial completion date, but also the funding level approved by the Commission.

The County recognizes that Jaynes and DPS faced and solved a number of challenges during the project. A couple of examples include:

1. While the building and land are owned by the County with all construction activity falling under the formal action of the County Commission, they are physically located within the Village of Ruidoso, with all zoning and inspection permissions falling under the formal action of the Village Council. The Jaynes/DPS team sought and obtained proper approval from both formal bodies, occasionally requiring formal attendance at scheduled Board or Council meetings.

ENCL 2

2. During the course of the project, each of five County Commissioners had unique thoughts and directives about specific details of the job, requiring Jaynes/DPS to modify initial plans in a timely and cost effective manner. An example of such a modification was caused by the Commission's concern about the extreme water shortage in the County. The contractor/architect proposed and gained approval of remedies such as utilizing alternative water faucets and adjusting landscaping plans. They also conducted extensive research and analysis of the use of a cistern tank for water collection. Another request made by the Commission, for which Jaynes met, was to utilize local contractors to the extent possible.

3. Jaynes/DPS worked within the strict finance structure of County government, and developed billing processes that enabled the County to track construction costs and ensure payment was made to both Jaynes and DPS in a timely manner.

4. While it did not appear to be a "challenge" to Jaynes, the commitment to "safety" was exemplary; it was clear that "safety in the workplace" is a standard operating practice rather than a function of this single project.

Finally, I'd like to thank you for assigning the particular individuals that you did to this Lincoln County project: from the Construction Foreman to the Project Managers to Jaynes' leadership team, and all those in between. These individuals became a part of the Lincoln County / Lincoln County Medical Center / Village of Ruidoso team.

Sincerely,

NITA TAYLOR
Lincoln County Manager
575.648.2385 x101
575.808.1379 (cell)
NTaylor@lincolncountynm.gov

New Mexico State University Seed Certification
College of Agricultural, Consumer, and Environmental Sciences
Agricultural Experiment Station
MSC 3Ley PO Box 30003
Las Cruces, NM 88003-8003
Phone: (575) 646-4139 Fax: (575) 646-8137

2681

CERTIFICATE OF INSPECTION
New Mexico Weed Free Forage Program

This certifies that the field(s) described herein, have been inspected according to North American Forage Certification Standards using both the North American and the New Mexico Department of Agriculture (NMDA) list of noxious species. The objective of this program is to help prevent and slow the spread of designated noxious weeds by providing forage which is free* of the potential for transport and dispersal of listed weed species.

Inspection Date: 6/3/14

Producer: Lincoln County, NM Phone: (575) 648-2385

Address: Po Box 711

City: Carrizozo State: NM Zip Code: 88301

Field(s) Description

Airport Rd Maintenance Yard

Acres Inspected: — Cutting: (circle one) 1st 2nd 3rd Other

Tons/Bales 1 mil lines feet Package Type wattles

FORAGE PRODUCT

Mulch Wattles

A. X **MEETS** requirements of the North American Forage Certification Standards using both the North American and the NMDA list of noxious species. This forage contains variable amounts of annual weeds and/or other weeds not listed as prohibited or noxious.

B. ____ **COMPLIES with MINIMUM** requirements of the North American Forage Certification Standards using both the North American and the NMDA list of noxious species. This forage contains variable amounts of Prohibited or Noxious weed species which were immature, (no viable seed) when harvested, or were treated to prevent seed formation. These plants parts, although not usually desirable in the forage product, are not considered able to begin new infestations.

C. ____ **DOES NOT** meet the requirements of the North American Forage Certification Standards using both the North American and the NMDA list of noxious species.

Weeds Noted:

None

Additional Comments:

Clean facility

no weed seed found in exam

REQUIREMENTS

Forage must be certifiable within 10 days of harvesting; and inspected in the Field of Origin by proper officials. Inspection shall include surrounding ditches, fence rows, easements, roads, and loading areas and stackyards.

Certified by: [signature] Title: SC Program Specialist

*Certification does not guarantee the absence of seeds listed as prohibited or noxious; certification is based upon prudent and reasonable visual inspection. This certificate is Not Transferable. End User must have the original white form Transit Certificate (no photo copies), or forage must be identified with an approved marking system such as special twine or tags. For additional information call the New Mexico State University Seed Certification at (575) 646-4139.

White – Producer Yellow copy – NMSUSC Pink copy – Inspector

WF-COI Version 1-2 Revised 07/18/11

ENCL 3

New Mexico State University Seed Certification
College of Agricultural, Consumer, and Environmental Sciences
Agricultural Experiment Station
PO Box 30003, MSC 3Ley
Las Cruces, NM 88003-8003
Phone: (575) 646-4139 Fax: (575) 646-8137

TRANSIT CERTIFICATE

No. LC-001-14

Date issued: 06 / 16 / 14 Certificate shall terminate on: 06 / 16 / 15

Commodity is in Transit to (specify): _____
Transporter: _____ Vehicle Lic. _____
Marking type (circle one): tag or twine Phone #: _____
Address: _____ City: _____ State: ____ Zip: _____
End User or Consignee: _____ Phone: (____) _____
Address: _____ City: _____ State: ____ Zip: _____
Enforcing Agency: _____ Initials: _____ Date: ____/____/____

Forage in transit has been inspected according to North American Forage Certification Standards. An approved marking system such as special twine or tags may be used in place of this form.

NMSUSC Inspection Certificate # 2681 Date: 06/03/14
Producer: Lincoln County NM Forage Product: mulch wattles
Cutting (circle one): First Second Third Other _____
Tons/Bales 1 mil liner feet Package Type wattles

A. X **MEETS** requirements of the North American Forage Certification Standards using both the North American and the New Mexico Department of Agriculture (NMDA) list of noxious species. This forage contains variable amounts of annual weeds and/or other weeds not listed as prohibited or noxious.

B. ____ **COMPLIES with MINIMUM REQUIREMENTS** of the North American Forage Certification Standards using both the North American and the NMDA list of noxious species. This forage contains variable amounts of prohibited or noxious weed species which were immature, (no viable seed) when harvested, or were treated to prevent seed formation. These plant parts, although not usually desirable in the forage product, are not considered able to begin new infestations.

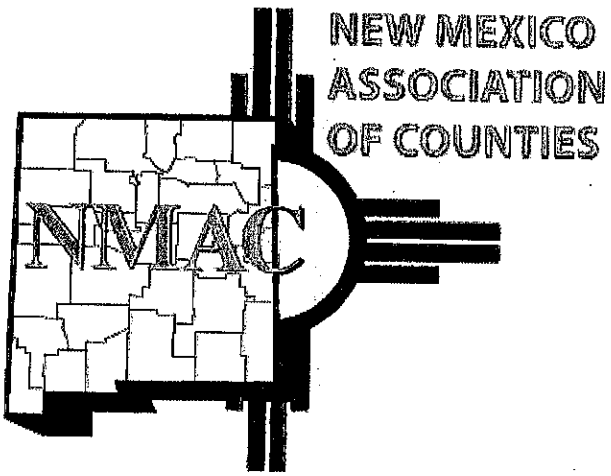
Weeds noted: none
Additional comments: clean facility

Issued by: [signature] Title: Sr Program Specialist

*White copy shall be delivered to the End User or Consignee upon final delivery. Using this certificate to represent forage other than the lot specified shall constitute a violation of New Mexico Weed Free Forage Certification Standards. **Photo copy** of Transit Certificate **will not be** accepted. End User shall only accept the original white copy. For additional informaiton call the New Mexico State Univeristy Seed Certification at (575) 646-4125.

White copy – End user or Consignee; Yellow copy – NMSUSC; Pink copy - Inspector

Revenue Stabilization &Tax Policy Committee
and
Legislative Finance Committee



Steve Kopelman, Executive Director
New Mexico Association of Counties

July 9, 2014
Zia Conference Center, Room 55400
San Juan College, Farmington

ENCL 4

Exhibit A

SUMMARY OF EFFECT OF SB 268 et.al. ON COUNTY GOVERNMENT

- Counties (other than Bernalillo and Sandoval) are required under Section 16(A) to pass an ordinance that takes effect July 1, 2014, which dedicates to the new state Safety Net Care Pool fund an amount equal to a gross receipts tax rate of 1/12th percent applied to the taxable gross receipts reported during the prior fiscal year. A county may use public funds from any existing authorized revenue source for such purpose.

- Section 16(B) provides that counties subject to the bill shall transfer to the safety net care pool fund by the last day of March, June, September and December of each year an amount equal to 1/4th of the county's payment to the state Safety Net Care Pool Fund. Thus, the first payment under SB268 is due on the last day of September 2014.

- Under Section 3(D) of the bill, counties subject to the bill are authorized, until June 30, 2017, to enact an ordinance imposing an excise tax of 1/16th percent or 1/12th percent of the gross receipts of any person engaging in business in the county. This is a general purpose increment.

- The wording in Section 3(D) indicates that the tax does not sunset on June 30, 2017. Rather, the county must enact an ordinance imposing the tax no later than June 30, 2017, but the bill does not provide that the tax is only effective until such date. This appears to be the case although language in the title of the bill references a three-year limit on imposition of the tax.

- The Governor line item vetoed the provision in Section 16(A) which limited the ordinance requiring transfers to the safety net care pool fund to a three-year period (July 1, 2014 through June 30, 2017). The three-year sunset clause was a major provision of SB268. **NMAC has serious concerns that the original limited appropriation mandated by the legislature to county government of approximately $27 million annually for a fixed three year period, could now cost counties that much each year for an undetermined and unlimited period of time. Thus, for a ten year period, the counties will be obligated to pay an additional amount totaling over $270 million!**

By Dan Schwartz The Daily Times
UPDATED: 07/09/2014 09:16:00 PM MDT

0 COMMENTS

FARMINGTON — Officials struggling to fund a recently restructured state-wide program that helps hospitals pay for care provided to the uninsured say there is significant confusion over the changes and plenty of blame to go around.

County officials and some legislators blamed Gov. Susana Martinez during Wednesday's Legislative Finance Committee meeting at San Juan College, saying one of her line-item vetoes in the senate bill that created the state wide pool — known as the Safety Net Care Pool — has caused San Juan County's and many other counties' problems.

The safety net pool requires counties to pay one-twelfth of 1 percent of their gross receipt taxes to the fund. San Juan County is required to pay about $3 million.

Martinez's line-item veto in Senate Bill 268 eliminated a sunset clause that would have required the county contributions for only three years, county officials say, and now payments are mandated for perpetuity.

Steve Kopelman, New Mexico Association of Counties executive director, said without the sunset clause, counties collectively are now obligated to produce in 10 years at least $250 million for the fund.

The bill's main sponsor, Sen. Nancy Rodriguez, D-Santa Fe, said placing that additional obligation on counties is illegal.

The veto's effects, she said, are "very profound and far-reaching for all the counties."

But Martinez feels the safety net pool is a critical program and should be permanent, spokesman Michael Lonergan said in an email.

"If the Legislature so chooses, they can take up any item they like in the next legislative session," Lonergan wrote, "including the sunset provision in this new law."

Martinez in a conference call with The Daily Times on June 27 declined to directly address the line-item veto issue.

Officials also said during Wednesday's meeting that the formula that determines which hospitals in the state receive safety net pool funds appears to have changed after legislators passed it, which has also caused problems.

Sen. Steve Neville, R-Aztec, said he voted for the bill because he believed San Juan Regional Medical Center would get about $14 million from the safety net pool. But now, he said, it is uncertain how much money San Juan Regional will receive.

"I don't know if I was deceived or I misunderstood," he said.

Brent Earnest, New Mexico Human Services Department deputy secretary, said San Juan Regional and the state's two other large hospitals, Las Cruces's Memorial Medical Center and Santa Fe's CHRISTUS St. Vincent Regional Medical Center, will likely receive several million dollars.

He said the state's smaller hospitals, which under the funding formula are to get 60 percent of the safety net pool's funding, won't all apply. They won't get $40 million from the safety net pool — instead they'll likely qualify for about $27 million, he said.

The roughly $13 million remaining will go to the larger hospitals, he said, and that's how the Human Services Department planned it.

"I think that's an important point," he said.

San Juan County Executive Officer Kim Carpenter also said the Martinez administration has hardly communicated with them during the safety net pool rollout, making budgeting difficult.

But Martinez said in the June 27 conference call that she has met with hospital and county officials and connected hospital officials with state officials that could help them understand the safety net care pool and its effects.

ENCL 5

"We are in communication constantly," she said.

Carpenter has said this is not true.

But a federal lawsuit and Legislative Finance Committee minutes indicate there are other reasons for the changes.

The practices of certain counties and private hospitals intended to wrongfully increase the amoun of federal money they received, the documents indicate, are among the reasons the predecessor to the safety net pool — the Sole Community Provider Program — was disbanded.

No state officials would directly comment on the matter.

The Sole Community Provider Program also helped fund hospitals' uncompensated health care costs. Counties where those hospitals operated would contribute money to a state grant, and the state's Human Services Department would match those contributions with federal funds at a three-to-one ratio.

But the federal lawsuit, filed in New Mexico's U.S. District Court in late April 2005, claims three private hospitals in the state instead gave their respective counties funds for their state matches s the grant funding would be larger.

According to December 2011 Legislative Finance Committee minutes, the state faced having to pay the federal government $53 million due to the hospitals' practices.

The federal lawsuit is still under litigation.

San Juan Regional Medical Center was not included in the lawsuit because it is a non-profit hospital, Earnest said.

Dan Schwartz covers government for The Daily Times. He can be reached at 505-564-4606 and dschwartz@daily-times.com (mailto:dschwartz@daily-times.com). Follow him @dtdschwartz (http://www.twitter.com/dtdschwartz) on Twitter.

LINCOLN COUNTY
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County of Lincoln

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Agenda Item No. 26

July 10, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Affordable Housing Plan

Purpose: Consider Authorization to Pursue an Affordable Housing Plan

Discussion:

During its June 10, 2014 meeting, the Commission discussed an initiative for the development of an Economic Development Plan for Lincoln County. This plan would ideally include the County, the Village of Ruidoso, and other municipalities all aiming toward a common goal. Hubert Quintana of SNMEDD has responsibility to develop such a plan for each of his member local government entities every five year. Integral to economic development is affordable housing that enables individuals to work and live in the County.

The State of New Mexico awarded the NM Mortgage Finance Authority ("MFA") funds to assist municipalities and counties develop "Affordable Housing Plans", which would help to identify and analyze existing and projected housing needs; to develop goals, policies and quantifiable objectives for increased housing types, tenure and affordability; and to address program needs for the construction, rehabilitation, preservation and financing of affordable housing. See Enclosure 1 for an illustrative Scope of Work". See Enclosure 2 for letter from the MFA regarding cost share opportunities to have such a plan developed. MFA can contribute $20,000 towards the cost of developing this plan. Assuming the development of an Affordable Housing Plan would cost approximately $40,000, and that the Village of Ruidoso partnered in the effort, Lincoln County's portion would be a maximum of $10,000. If other municipalities in the County participated, the County portion would be less.

Recommendation: Determine interest in pursuing the development of an Affordable Housing Plan; direct Manager to include any estimated costs in final budget to be considered at July 24th budget meeting.

Scope of Work
Affordable Housing Plans

Purpose
To create a planning tool to help identify and analyze existing and projected housing needs; to develop goals, policies, and quantifiable objectives for increased housing types, tenure and affordability; and to address program needs for the construction, rehabilitation, preservation and financing of affordable housing. The successful proponent will provide the following:

1. Community and Housing Profile

a. Demographic characteristics: race and ethnicity, income, age, employment, population trends;
b. Household characteristics: the number of existing households and housing units (by tenure);
c. Housing market analysis: housing costs, rents, vacancy rates, and sales prices.

2. Housing Needs Assessment

a. Existing needs: the number of households with a cost burden for housing, living in overcrowded situations, or with special needs (people with disabilities, elderly, large households, female-headed households, homeless, and others), the number of homes needing rehabilitation, or at-risk of no longer being affordable;
b. Projected needs: identify # of new units needed, by tenure, housing type, and cost to meet current needs and accommodate expected population growth and job generation, determine # of homes to be created through new construction, rehabilitation and preservation.

3. Land Use and Policy Review

a. General analysis of land use parcels including zoning, subdivision regulations, size and existing use, environmental constraints, availability of infrastructure, entitlement process and time to obtain approval;
b. Evaluation of suitability, availability and realistic development capacity of developable sites, including appropriate zoning for special needs housing (for instance: multi-family rental, transitional and homeless shelters, mobile homes, etc.);
c. Identification of constraints: 1) governmental (for instance: land use controls, codes and enforcement, fees and exactions, processing and permit procedures, on/off site improvements, reasonable accommodation, etc.); 2) non-governmental (availability of financing, price/availability of land, cost of construction, local capacity to assist/finance/manage construction, provide housing support services, administer housing funds/programs).
d. Minimum Density Calculations, reflecting how many units per acre are needed to achieve affordability for targeted populations (by % AMI).

4. Goals, Policies, and Quantifiable Objectives

a. Estimate the number/percentage increase of units, by income level (%AMI), to be constructed, rehabilitated or conserved over a set period of time;
b. Identify needed programs and agencies responsible for: constructing new and improving existing housing stock, promoting access to affordable housing (equal housing opportunity), and increasing capacity of residents to lower housing cost burden, build long term equity, stabilize housing situations (through homebuyer training, rental vouchers, assistance for people with disabilities, etc.);
c. Promote potential regulatory concessions and incentives for removing or mitigating governmental and non-governmental constraints;

d. Identify potential sources of federal, state and local financing and subsidies to support affordable housing;
e. Consider all related issues such as public participation, job/housing mix, consistency with existing planning and land use policy, protection of ecological resources, promotion of efficient development patterns and green building.
f. Establish a timeline for goals (5-10 years). The plan and/or goals maybe updated sooner if there are significant changes to the community.

From: Nicole Sanchez-Howell
Sent: Monday, March 24, 2014 2:42 PM
To: 'Debi Lee (debilee@ruidoso-nm.gov)'
Subject: Affordable Housing Plan - Ruidoso

Ms. Lee,

As you know, MFA oversees the Affordable Housing Act which allows local governments to donate resources (land, money, buildings, infrastructure, etc.) towards affordable housing. Prior to the donation, local governments must prepare a Plan and Ordinance, reviewed and approved by MFA.

We've recently been awarded state funding towards implementation of the Affordable Housing Act. If the Village of Ruidoso or Lincoln County is interested in pursuing an Affordable Housing Plan and Ordinance to donate towards affordable housing, MFA can contribute up to $20,000 toward the development of the plan. These funds require a 1:1 match.

Let me know if you'd like to set up a time to discuss this further.

Many thanks,
Nicole

MFA **Nicole Sanchez-Howell, Program Manager**
New Mexico Mortgage Finance Authority
Direct Phone: 505.767.2277
Fax: 505.242.2766
www.housingnm.org

MFA - Housing New Mexico's people since 1975.

ENCL 2

Agenda Item No. 27

SUBJECT

1. **1:00 P.M.** Public Hearing is to consider Final Budget FY 2014-2015
   A. **Resolution 2014-2** - Line Budget Adjustment Fiscal Year 2013-2014
   B. **Resolution 2014-3** - Budget Closeout FY 2013-2014
   C. **Resolution 2014-4** - Adopt Final Budget FY 2014-2015

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County of Lincoln

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

Agenda Item No. 27

July 3, 2014

MEMORANDUM

TO: County Commissioners

FROM: Nita Taylor, Lincoln County Manager

SUBJECT: Closeout and Final Budget Approval

Purpose: To Obtain approval of Budget Resolutions:
FY13-14: Line Budget Adjustment Fiscal Year (Resolution 2014-2)
FY13-14: Budget Closeout (Resolution 2014-3)
FY14-15: Adopt Final Budget (Resolution 2014-4) (***continue until July 24th***)

Action Required:

1. **Budget Year Closeout** – There are two steps to closing out budget year 2013 – 2014.

A. Approval of Resolution 2014-2 (*Enclosure 1*), which balances line items throughout the budget year, which ended June 30, 2014. Following a review of the ending balances of all expenditure lines, each line must be adjusted/balanced with either a zero sum (equal lines of increase and reduction within the department/fund), or increased revenue. In those instances where zero sum adjustments did not capture the increased requirement in any given line, the following increased revenues accomplished the balancing:

i.	Bonito Fire	$ 6,434.60
ii.	Cell Tower Expenses	$36,389.92
iii.	Corrections	$36,499.10
iv.	LC Solid Waste Authority – Environmental GRT	$ 1,775.58
v.	NM HIDTA	$11,756.01
	TOTAL	**$92,805.21**

RECOMMENDATION: Approve Resolution 2014-1 adjusting line item expenditures of the FY2013-2014 budget. This is an internal adjusting document, requiring no DFA approval.

B. Approval of Resolution 2014-3 (*Enclosure 2*) that balances the books in terms of revenue adjustments and required transfers from the general fund to cover unreimbursed expenditures for fiscal year-end. This resolution requires DFA Approval. The resolution adjustments are reported according to DFA mandated departmental numbering, which relates directly to our budget formats. *Enclosure 3* reflects budget adjustments in the required DFA format.

- Revenue Increases to the Budget $454,300.68
- General Fund Transfers $ 13,884.29
- Transfer from Fund 682 to 664 $ 8,539.73

RECOMMENDATION: Approve Resolution 2014-3 (*Enclosure 3*) that adjusts revenues, transfers and expenditures in the FY2013-14 budget for approval by DFA.

RESOLUTION 2014-2
A RESOLUTION ADJUSTING LINE ITEMS OF THE
FY 2013-2014 BUDGET OF LINCOLN COUNTY

WHEREAS, the Lincoln County Board of Commissioners meeting in regular session on July 15, 2014 did review requests for adjustment to the 2013-2014 Budget; and

WHEREAS, it was determined that the proposed internal budget item transfers and adjustments would be beneficial for the citizens of Lincoln County and the line item adjustments are required within the departments to satisfy audit requirements;

NOW, THEREFORE, BE IT RESOLVED that the County of Lincoln, Board of Commissioners is respectfully requested to approve this resolution with the following adjustments:

DEPT	DESCRIPTION	INCREASE	DECREASE	GRAND TOTAL
401012011	PERA	0.30		
401012013	Group Insurance	5,008.43		
401012140	Mileage & Per Diem		(4,368.16)	
401012141	Dues/Conference/Registration		(640.57)	
	Department Total	**5,008.73**	**(5,008.73)**	**0.00**
401022131	Maintenance Equipment	5,946.84		
401022303	Insurance Multiline Pool		(10,142.80)	
401022304	Insurance Unemployment		(3,912.15)	
401022306	Ins Law Enforcement Liability		(2,749.72)	
401022400	Attorney Fees	54,547.00		
401022538	Settlement Agreements		(43,689.17)	
	Department Total	**60,493.84**	**(60,493.84)**	**0.00**
401032002	Full Time Salary	7,385.48		
401032011	PERA	487.20		
401032012	Worker's Compensation	0.20		
401032013	Group Insurance	6,558.31		
401032017	Retiree Healthcare	248.16		
401032103	Supplies Office	775.94		
401032130	Maintenance Vehicle	360.84		
401032140	Mileage & Per Diem	1,561.18		
401032141	Dues/Conferences/Registration		(720.54)	
401032150	Professional Services		(16,656.77)	
	Department Total	**17,377.31**	**(17,377.31)**	**0.00**
401052002	Full Time Salary	1,120.88		
401052003	Overtime		(120.69)	
401052010	FICA		(376.58)	

ENCL 1

401052011	PERA	67.91		
401052012	Worker's Compensation	0.40		
401052013	Group Insurance		(0.48)	
401052015	Medicare		(87.84)	
401052017	Retiree Healthcare	40.35		
401052101	Postage		(59.87)	
401052103	Supplies Office		(217.33)	
401052104	Telephone		(144.29)	
401052130	Maintenance Vehicle	3,189.83		
401052131	Maintenance Equipment		(108.35)	
401052133	Vehicle Fuel	561.63		
401052140	Mileage & Per Diem	1,724.00		
401052141	Dues/Conferences/Registration	190.00		
401052150	Professional Service		(322.75)	
401052187	Equipment Safety		(1,954.02)	
401052530	Lincoln Historic Preservation		(640.38)	
401052532	Lincoln County P&Z		(574.13)	
401052534	LANRAC		(200.00)	
	Department Total	**6,895.00**	**(4,806.71)**	**2,088.29**
401072002	Full Time Salaries	74.60		
401072003	Overtime	205.01		
401072012	Worker's Compensation	0.40		
401072013	Group Insurance	0.18		
401072017	Retiree Health Insurance	40.51		
401072131	Maintenance Equipment		(4,055.47)	
401072223	E-911 Supplies/Materials	1,646.48		
	Department Total	**1,967.18**	**(4,055.47)**	**(2,088.29)**
401082002	Full Time Salary	1,299.59		
401082012	Worker's Compensation	0.40		
401082013	Group Insurance	80.65		
401082017	Retiree Health Insurance	153.74		
401082120	Emergency Equip/Road Adv Sign		(10,000.00)	
401082140	Mileage & Per Diem	1,793.44		
401082142	Training		(422.14)	
401082592	Strike Force	7,094.32		
	Department Total	**10,422.14**	**(10,422.14)**	**0.00**
401092002	Full Time Salaries	13.63		
401092012	Worker's Compensation	0.40		
401092013	Group Insurance	0.29		
401092017	Retiree Health Insurance	5.85		
401092105	Water	2,953.63		
401092106	Fuel Heating		(2,700.00)	
401092107	Electric	825.75		

401092108	Maintenance Building		(3,982.26)	
401092111	Maintenance Grounds	2,882.71		
	Department Total	**6,682.26**	**(6,682.26)**	**0.00**
401152001	Elected Official Salary	0.03		
401152002	Full Time Salary	377.45		
401152013	Group Insurance	591.21		
401152131	Maintenance Equipment	885.86		
401152150	Professional Service		(1,854.55)	
	Department Total	**1,854.55**	**(1,854.55)**	**0.00**
401162002	Full Time Salaries	223.89		
401162011	PERA	4.12		
401162012	Worker's Compensation	0.20		
401162013	Group Insurance	0.31		
401162017	Retiree Healthcare	30.74		
401162102	Printing & Publishing		(3,930.08)	
401162103	Supplies Office	3,670.82		
	Department Total	**3,930.08**	**(3,930.08)**	**0.00**
401172011	PERA	0.22		
401172012	Worker's Compensation	0.20		
401172015	Medicare		(0.82)	
401172017	Retiree Healthcare	0.40		
	Department Total	**0.82**	**(0.82)**	**0.00**
401192012	Worker's Compensation	23.20		
401192013	Group Insurance		(5,671.05)	
401192103	Supplies Office	106.91		
401192104	Telephone	2,972.14		
401192133	Fuel Vehicle	2,571.88		
401192140	Mileage & Per Diem		(3.08)	
	Department Total	**5,674.13**	**(5,674.13)**	**0.00**
401212101	Postage		(83.80)	
401212104	Telephone	83.80		
	Department Total	**83.80**	**(83.80)**	**0.00**
401222001	Elected Official Salary	654.53		
401222002	Full Time Salary	22,365.29		
401222003	Overtime	36,379.69		
401222004	Part Time Salary		(53,482.92)	
401222017	Retiree Health Care	2,156.78		
401222130	Maintenance Vehicle	2,757.20		
401222133	Vehicle Fuel		(18,046.43)	
401222134	Equipment Rental	61.98		

401222921	CAPOUT - Equipment/OP	7,153.88		
	Department Total	**71,529.35**	**(71,529.35)**	**0.00**
	GENERAL FUND TOTAL	**191,919.19**	**(191,919.19)**	**0.00**
402402104	Telephone	486.08		
402402119	Special County Projects		(20,500.00)	
402402131	Maintenance Equipment		(7,485.84)	
402402921	CAPOUT - Equipment/OP	7,000.00		
402432190	Highway Cap	18,732.63		
402432192	CO-OP	1,767.13		
	ROAD FUND TOTAL	**27,985.84**	**(27,985.84)**	**0.00**
407452101	Postage		(31.00)	
407452103	Supplies Office		(200.00)	
407452104	Telephone	166.93		
407452106	Fuel Heating		(460.32)	
407452107	Electric		(701.82)	
407452108	Maintenance Building		(1,018.98)	
407452130	Maintenance Vehicle		(6,015.30)	
407452131	Maintenance Equipment		(5,596.56)	
407452133	Vehicle Fuel	874.94		
407452140	Mileage & Per Diem		(1,187.80)	
407452141	Dues/Conferences/Registration		(300.00)	
407452142	Training	961.76		
407452305	Insurance - Volunteer Fire/EMS		(1,466.50)	
407452899	Interest Payment	0.08		
407452905	CAPOUT - Bunker Gear		(1,500.00)	
407452906	CAPOUT - Communication Equipment	2,003.34		
407452907	CAPOUT - Pumper/Tanker	22,713.01		
407452921	CAPOUT - Equipment/Op		(1,807.18)	
	BONITO FIRE TOTAL	**26,720.06**	**(20,285.46)**	**6,434.60**
409472921	CAPOUT - Equipment/Op		(13,477.19)	
409472950	ENMRD Grant	13,477.19		
	HONDO FIRE TOTAL	**13,477.19**	**(13,477.19)**	**0.00**
410482103	Supplies Office	1,319.48		
410482108	Maintenance Building		(1,319.48)	
	LINCOLN FIRE TOTAL	**1,319.48**	**(1,319.48)**	**0.00**
411492106	Fuel Heating	897.61		
411492130	Maintenance Vehicle	987.43		
411492148	Fire Equipment & Supplies	1,657.09		
411492925	Cap Out - Vehicle		(3,542.13)	
	NOGAL FIRE TOTAL	**3,542.13**	**(3,542.13)**	**0.00**

412502104	Telephone		(0.12)	
412502899	Interest Payment	0.12		
	GLENCOE FIRE TOTAL	**0.12**	**(0.12)**	**0.00**
414912080	Cell Tower Expenses	4,936.54		
414912642	Sims Table		(1,520.07)	
414912913	Sheriff - SUV Vehicles	568.04		
414912920	CAPOUT - New Building	390.49		
414912975	CAPOUT - Comm Equip		(4,375.00)	
	CAPITAL IMPROVEMENT TOTAL	**5,895.07**	**(5,895.07)**	**0.00**
418232080	Cell Tower Expenses	36,389.61		
418232502	CO-OP Extension Service	0.31		
	TOTAL AGREEMENTS	**36,389.92**	**0.00**	**36,389.92**
424692104	Telephone	2,059.47		
424692107	Electric		(2,059.47)	
	TOTAL FIRE SERVICES ADMINSTRATION	**2,059.47**	**(2,059.47)**	**0.00**
440612055	Administration		(844.06)	
440612167	Audit	844.06		
	TOTAL LODGERS TAX FUND	**844.06**	**(844.06)**	**0.00**
450622104	Telephone		(7,906.81)	
450622105	Water		(3,759.96)	
450622106	Fuel Heating		(13,424.43)	
450622107	Electric		(345.45)	
450622108	Maintenance Building	45,385.72		
450622111	Maintenance Grounds		(1,861.59)	
450622130	Maintenance Vehicle		(13,395.03)	
450622131	Maintenance Equipment		(6,722.30)	
450622174	Anklet Start Up Fees		(6,049.21)	
450622187	Equipment Safety		(5,360.95)	
450622217	Contractual Incarceration		(32,494.44)	
450622529	Management Agreement - ECM	86,907.26		
450622550	Care of Prisoners		(5,123.44)	
450622553	Inmate Care - Personal Development	649.73		
	TOTAL CORRECTIONS FUND	**132,942.71**	**(96,443.61)**	**36,499.10**
466822079	Confidential Funds	800.00		
466822909	CAPOUT - Office Furniture		(800.00)	
	TOTAL SHERIFF'S SEIZURE/LC NEU	**800.00**	**(800.00)**	**0.00**

499682012	Worker's Compensation	4.40		
499682013	Group Insurance	138.49		
499682015	Medicare		(142.89)	
	TOTAL RE-APPRAISAL FUND	**142.89**	**(142.89)**	**0.00**
500202142	Training		(15,000.00)	
500202921	CAPOUT - Equipment/Op	15,000.10		
	TOTAL RUIDOSO AREA AMBULANCE	**15,000.10**	**(15,000.00)**	**0.10**
500242142	Training	983.00		
500242921	CAPOUT - Equipment/Op		(983.00)	
	TOTAL CAPITAN AMBULANCE	**983.00**	**(983.00)**	**0.00**
500252142	Training		(5,000.00)	
500252921	CAPOUT - Equipment/Op	5,000.00		
	TOTAL CARRIZOZO AMBULANCE	**5,000.00**	**(5,000.00)**	**0.00**
500262142	Training		(2,212.78)	
500262921	CAPOUT - Equipment/Op	2,212.68		
	TOTAL CORONA AMBULANCE	**2,212.68**	**(2,212.78)**	**(0.10)**
500272142	Training		(5,000.00)	
500272921	CAPOUT - Equipment/Op	5,000.00		
	TOTAL HONDO AMBULANCE	**5,000.00**	**(5,000.00)**	**0.00**
GRAND TOTAL AMBULANCE SERVICE		**28,195.78**	**(28,195.78)**	**0.00**
502732522	EMS - Operations	137.40		
502732526	LC Community Assist Program		(150,000.00)	
502732707	Fees, Taxes & Permits		(108,730.00)	
502732708	Project Contingency		(98,476.09)	
502732940	Capital Outlay	357,068.69		
	TOTAL LINCOLN COUNTY MEDICAL CTR	**357,206.09**	**(357,206.09)**	**0.00**
530762002	Full Time Salaries	796.20		
530762107	Electric	1,115.37		
530762130	Maintenance Vehicle	47.94		
530762133	Vehicle Fuel	1,065.70		
530762140	Mileage & Per Diem	91.00		
530762176	Raw Foods		(3,116.21)	
	TOTAL CARRIZOZO SENIOR CENTER	**3,116.21**	**(3,116.21)**	**0.00**
530772002	Full Time Salaries	0.21		

530772012	Worker's Compensation	0.40		
530772013	Group Insurance	557.32		
530772104	Telephone	131.21		
530772131	Maintenance Equipment	166.01		
530772175	Supplies Nutritional		(1,262.61)	
530772177	NSIP	407.46		
	TOTAL CAPITAN SENIOR CENTER	**1,262.61**	**(1,262.61)**	**0.00**
530782106	Fuel Heating	394.81		
530782131	Maintenance Equipment		(1,546.29)	
530782133	Vehicle Fuel	59.04		
530782176	Raw Foods	1,092.44		
	TOTAL CORONA SENIOR CENTER	**1,546.29**	**(1,546.29)**	**0.00**
530792012	Worker's Compensation	0.40		
530792101	Postage	22.13		
530792104	Telephone	3.33		
530792106	Fuel Heating	229.34		
530792107	Electric	365.69		
530792130	Maintenance Vehicle	136.07		
530792131	Maintenance Equipment		(2,167.49)	
530792176	Raw Foods	1,410.53		
	TOTAL HONDO SENIOR CENTER	**2,167.49**	**(2,167.49)**	**0.00**
530802012	Worker's Compensation	4.60		
530802130	Maintenance Vehicle	0.47		
530802131	Maintenance Equipment	2,570.24		
530802133	Vehicle Fuel	91.10		
530802176	Raw Foods		(3,968.00)	
530802177	NSIP	1,301.59		
	TOTAL RUIDOSO DOWNS SENIOR CENTER	**3,968.00**	**(3,968.00)**	**0.00**
GRAND TOTAL SENIOR CENTER		**12,060.60**	**(12,060.60)**	**0.00**
563842546	Enviromental Gross Receipt	1,775.58		
	TOTAL LCSWA-ENVIROMENT GROSS RECEIPT	**1,775.58**	**0.00**	**1,775.58**
602582639	2013 WUI		(46,002.31)	
602582640	2013 NFL	46,002.31		
	TOTAL ENHANCED 911 EQUIPMENT	**46,002.31**	**(46,002.31)**	**0.00**
654292002	Full Time Salary	141.91		

654292013	Group Insurance	7,570.63		
654292104	Telephone	197.75		
654292518	Indigent Burials		(7,910.29)	
	TOTAL INDIGENT HEALTH CARE	**7,910.29**	**(7,910.29)**	**0.00**
657322216	Juvenile Detention		(7,077.86)	
657322574	Juvenile Justice Grant	7,077.86		
	TOTAL JUVENILE	**7,077.86**	**(7,077.86)**	**0.00**
659342003	Overtime	6,132.84		
659342079	Confidential Funds	5,000.00		
659342225	Operating Costs	623.17		
	TOTAL NM HIDTA PARTNERSHIP	**11,756.01**	**0.00**	**11,756.01**
681532112	Disaster Supplies/Materials	31,908.08		
681532116	Disaster Contractors		(31,908.08)	
	TOTAL DISASTER RELIEF FUND	**31,908.08**	**(31,908.08)**	**0.00**

PASSED, APPROVED AND ADOPTED this 15th day of July 2014.

BOARD OF COMMISSIONERS
COUNTY OF LINCOLN
STATE OF NEW MEXICO

Jackie Powell, Chairman

Preston Stone, Vice Chairman

Kathryn Minter, Member

Dallas Draper, Member

Mark Doth, Member

ATTEST:

Rhonda Burrows, County Clerk

RESOLUTION 2014-3
A RESOLUTION ADJUSTING THE 2013-2014
BUDGET FOR LINCOLN COUNTY

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on July 15, 2014 did review requests for adjustments to the 2013-2014 Budget; and

WHEREAS, it was determined that the proposed adjustments would be beneficial to the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with the following adjustments:

Revenues:	Increase Revenue for **Fund 407** – Bonito Grant Funds 407-00-1602	$ 11,537.93
Expenditure:	Increase Bonito Fire expense line 407-45-2907	- 6,434.60
Revenues:	Increase **Fund 418- A**greements Cell Tower Escrow418-00-1551	149,000.00
Expenditure:	Increase Cell Tower Expenses line 418-23-2080	- 36,389.92
Revenue:	Increase **Fund 450** Detention State Housing of Prisoners 450-00-1018	81,283.00
	Increase **Fund 450** Detention Housing of Prisoners 450-00-1311	169,591.00
	Increase **Fund 450** Detention Correction Fees 450-00-1593	40,490.00
Expenditure:	Increase Detention Contractual Incarceration 450-62-2217	- 36,499.10
Revenue:	Increase **Fund 563** – Environmental GRT 563-00-1541	1,775.58
Expenditure:	Increase Environmental GRT Expense 563-84-2546	-1,775.58
Revenue:	Increase **Fund 659** HIDTA Reimbursement 659-00-1262	623.17
Expenditure:	Increase HIDTA overtime 659-67-2003	-6,132.84
	Increase Confidential Funds 659-34-2079	-5,000.00
	Increase Operating Costs 659-34-2225	- 623.17

Transfers: The following increased to/from transfers are needed to cover grant funds not yet received

FROM:	**401**-General Fund-	-2,751.45
TO:	**460**- Drug Enforcement Fund	2,751.45
FROM:	**401**-General Fund	-11,132.84
TO:	**659**-HIDTA Grant Fund	11,132.84
FROM:	**682-** 1st 1/8th GRT Income Fund	-8,539.73
TO:	**664-** 1st 1/8th GRT Stat Reserve	8,539.73
	Total Transfers	**$ 0.00**

ENCL 2

RESOLUTION 2014-3
A RESOLUTION ADJUSTING THE 2013-2014
BUDGET FOR LINCOLN COUNTY
(Continued)

PASSED, APPROVED AND ADOPTED this 15th day of July 2014.

Board of Commissioners
Lincoln County, State of New Mexico

Jackie Powell, Chairman	Preston Stone, Vice Chair
Mark Doth, Member	Kathryn Minter, Member
Dallas Draper, Member	

ATTEST

Rhonda Burrows, County Clerk

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF LINCOLN
FISCAL YEAR: 2013-2014
DFA Resolution Number:

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2014-3	101	TRANSFER (TO or FROM)	($13,653,902)	($13,884)	($13,667,786)	FINAL BUDGET 2013-2015
	202	REVENUE	$148,000	$1,776	$149,776	
	202	EXPENDITURE	$148,000	$1,776	$149,776	
	209	REVENUE	$784,848	$11,538	$796,386	
	209	EXPENDITURE	$1,563,379	$6,435	$1,569,814	
	218	REVENUE	$1,838,112	$623	$1,838,735	
	218	TRANSFER (TO or FROM)	$316,746	$13,884	$330,630	
	218	EXPENDITURE	$2,285,315	$11,756	$2,297,071	
	226	REVENUE	$204,386	$291,364	$495,750	
	226	EXPENDITURE	$3,088,364	$36,499	$3,124,863	
	402	TRANSFER (TO or FROM)	($360,700)	($8,540)	($369,240)	
	403	TRANSFER (TO or FROM)	($9,224)	$8,540	($684)	
	600	REVENUE	$203,345	$149,000	$352,345	
	600	EXPENDITURE	$9,126,029	$36,390	$9,162,419	

ATTEST: _____
Title (Date)

Mayor/Board Chairman (Date)

ENCL 3

Agenda Items No. 28

SUBJECT

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

Agenda Item No. 29

SUBJECT

Consideration of Appointments and Removals from Boards/ Commissions/Committees:

A. Lodger's Tax Committee
B. Planning Commission
C. Road Review Advisory Committee
D. **Tabled**-Senior Citizens Olympic Committee
E. Southeast Regional Transportation Planning Organization (SERTPO)

LODGERS TAX COMMITTEE, LINCOLN COUNTY -2 YEAR TERM (ORDINANCE NO. 2004-04)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
336-4330	TOURIST RELATE- JAMES HOBBS	BOX 2505 RUIDOSO 88355	4	02/19/13	02/15
973-8244	GENERAL PUBLIC – SUE HUTCHISON Suehutch1958@gmail.com	1149 SHOESHONE TRAIL ALTO	4	08/20/13	08/15
653-4609	LODGING INDUSTRY – DAVID VIGIL	BOX 15, LINCOLN 88338	5	06/10/14	06/16
937-2121	TOURIST RELATED- ALICE SEELY; alice@aliceseely.com	BOX 166 HONDO, NM 88336	5	04/25/14	04/16
653-4300	LODGING INDUSTRY – VICTOR GARRISON	BOX 236, LINCOLN, 88338	5	07/26/12	07/14

*

NEW MEXICO COUNTY INSURANCE AUTHORITY – WORKERS' COMPENSATION

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	KATHRYN MINTER	147 SONTERRA DR, ALTO	4	01/14/2014	1/2015
	ALTERNATE – NITA TAYLOR	BOX 93, LINCOLN, NEW MEXICO	1	01/14/2014	1/2015

NEW MEXICO COUNTY INSURANCE AUTHORITY – MULTI-LINE POOL

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	KATHRYN MINTER	147 SONTERRA DR, ALTO	4	01/14/2015	01/15
	ALTERNATE – DALLAS DRAPER	113 ALPINE VILLAGE RUIDOSO	3	01/14/2014	01/15

PLANNING COMMISSION – 2 YEAR TERM (ORDINANCE NO. 2008-5)

DISTRICT NO.	MEMBER	ADDRESS	RECOMMENDED BY	DATE APPOINTED	TERM EXPIRATION
DIST 1	DENNIS RICH; DENANDYVONNE@NETSCAPE.NET	PO BOX 575, CAPITAN, NM 937-5996	COMM.POWELL	04/25/14	04/16
DIST 2	DENNIS DUNNUM lthrczz@tularosa.net	443 JICARILLA RD, WHITE OAKS (648-1022)	COMM. POWELL	03/18/14	03/16
DIST 3	MARY ANN RUSS siegbieg1@hotmail.com	104 PLUMAS PL., RUIDOSO 575-937-0720	COMM. POWELL	01/14/14	01/16
DIST 4	MARY DOKIANOS (336-7640) mbd@valornet.com	103 WINTER HAWK HEIGHTS, ALTO	COMM. MINTER	09/17/13	09/15
DIST 5	TOM MANN	BOX 77, LINCOLN NM (653-4272	COMM. POWELL	07/26/12	07/14
	MEMBER-AT-LARGE – ELAINE ALLEN	PO BOX 74, LINCOLN (653-4251) eelela@yahoo.com		01/22/13	01/15
	MEMBER-AT-LARGE – KARYL WILLIAMS KARYL.WILLIAMS@MTG-TECH.COM	PO BOX 1707 CAPITAN (354-5300) 575-808-9776		01/22/13	01/15

*

www.lincolncountynm.net

County of Lincoln

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

June 11, 2014

Victor Garrison
PO Box 236
Lincoln, NM 88338

Dear Mr. Garrison:

Your term for the Lodger's Tax Committee will expire July 2014. If you would like to serve an additional two year term and be re-appointed, please indicate below and return for further processing.

Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

Sincerely,

Billie-Jo Guevara
Administrative Assistant/
Human Resources

_____Yes I would like to be re-appointed to the Lodger's Tax Committee.

_____No I would not like to be re-appointed at this time.

_____
Victor Garrison

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County of Lincoln

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RECEIVED

JUN 16 2014

ADMINISTRATION
LINCOLN COUNTY NM

June 11, 2014

Tom Mann
Post Office Box 77
Lincoln, New Mexico 88338

Dear Mr. Mann:

Your term for the Planning Commission will expire June 2014. If you would like to serve an additional two year term and be re-appointed, please indicate below and return for further processing.

Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

Sincerely,

Billie Jo Guevara

Billie-Jo Guevara
Administrative Assistant/
Human Resources

_X_ Yes I would like to be re-appointed to the Planning Commission.

____ No I would not like to be re-appointed at this time.

Tom Mann

Tom Mann

PREDATORY ANIMAL CONTROL BOARD, LINCOLN COUNTY – 5 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	MARK HENDRICKS	BOX 307, CARRIZOZO 88301	1	07/20/10	07/15
	JIM COOPER	HC73 BOX 25, TINNIE 88351	5	07/20/10	07/15
	RON MERRITT	HC66 BOX 30, YESO 88136	1	07/20/10	07/15
	MIKE SKEEN	BOX 67, PICACHO 88343	5	07/20/10	07/15
	LEE SULTEMEIER	Box 147, CORONA 88318		07/20/10	07/15
	BILLY BOB SHAFER	BOX 82, CARRIZOZO 88301	1	07/20/10	07/15

ACB HOLDS ELECTION – PUBLICATION IS REQUIRED

PROPERTY TAX PROTEST BOARD – 2 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	LORI WETZEL	BOX 698, CARRIZOZO, 88301		05/20/14	05/16
	DONDA RICHARDSON	BOX 9, CAPITAN, NM 88316		05/20/14	05/16
	ALTERNATE – DEREK MOORHEAD	1201 MECHEM DR, RUIDOSO 88345		05/20/14	05/16

REGIONAL WASTE WATER JOINT USE BOARD – 2 YEAR TERM

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION

ROAD REVIEW ADVISORY COMMITTEE, LINCOLN COUNTY – 2 YEAR TERM (ORDINANCE NO. 2003-5)

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
DIST 1	LANCE HALE 575-430-9060	BOX 745 RUIDOSO DOWNS, 88346	1	08/20/13	08/15
DIST 2	ROBERT BARBER	BOX 126, CAPITAN, NM	1	10/16/12	10/14
DIST 3	JAMES RUSS	PO BOX 2362 RUIDOSO NM	3	08/20/13	08/15
DIST 4	J.BRYAN WHITE (336-2619 OR 208-610-5464; COCHCH@BAJABB.COM	PO BOX 237, ALTO, NM 88312		01/22/13	01/15
* DIST 5	BILLY SEELBACH (258-1704)	406 GAVILAN CANYON, DOSO 88345	2	06/12/12	06/14

PUBLICATION IS REQUIRED

SENIOR CITIZENS OLYMPIC COMMITTEE, LINCOLN COUNTY – 2 YEAR TERM (ORDINANCE NO. 1994-5

DISTRICT NO.	MEMBER	ADDRESS	RESIDES IN DISTRICT NO.	DATE APPOINTED	TERM EXPIRATION
	BART YOUNG (257-3193)	BOX 2930, RUIDOSO 88355		03/18/14	03/16
	LUCY SERVIES	107 JACK LITTLE DR. B3, RUIDOSO		01/22/13	01/15
	JIM CLEMENTS	101 POW WOW TR, RUIDOSO 88345		12/17/13	12/15
*					
	GENE NITZ	218 JACK LITTLE DR, RUIDOSO		12/17/13	12/15

PUBLICATION IS REQUIRED.

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County of Lincoln

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

May 23, 2014

Billy Seelbach
406 Gavilan Canyon Road
Ruidoso, NM 88345

Dear Mr. Seelbach:

Your term for the Road Review Advisory Committee will expire June 2014. If you would like to serve an additional two year term and be re-appointed at the next commission meeting, June 10, 2014, please indicate below and return for further processing.

Thank you for serving on this Board, and hopefully you will continue to serve. If I can be of any assistance to you, please contact this office.

Sincerely,

Billie-Jo Guevara
Administrative Assistant/
Human Resources

✓ Yes I would like to be re-appointed to the Road Review Advisory Committee.

_____ No I would not like to be re-appointed at this time.

Billy Seelbach

1600 SE Main, Suite D-1
Roswell, NM 88203

Hubert H. Quintana
Executive Director

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

RECEIVED

JUN - 6 2014

ADMINISTRATION
LINCOLN COUNTY NM

June 4, 2014

Jackie Powell, Chairwoman
Lincoln County Commission
PO Box 711
Carrizozo, NM 88301

RE: Southeast Regional Transportation Planning Organization (SERTPO)

Dear Chairwoman Powell:

At this time, the Southeastern New Mexico Economic Development District would like to give the County the opportunity to affirm or re-appoint their designated representative(s) to the Southeast Regional Transportation Planning Organization (SERTPO). Currently, our records show the following representative(s) for your governing body:

Policy Committee: Carl Palmer, Road Superintendent
Technical Committee: Kathryn Minter, Commissioner

The above appointment(s) are not the same as the SNMEDD/COG Board member appointments. A list of the current SERTPO membership is attached for your consideration.

Of the two Committees, please note that the Policy Committee representative is the voting member. Representatives should have the flexibility to attend approximately 3-4 meetings annually in Roswell, New Mexico (Roswell Public Library). As resources permit, Committee members should have some familiarity with roads, streets, public transit, safety, etc. Two individuals may be appointed to the committees or one member may serve on both committees.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (575) 624-6131 or mbsnmedd@plateautel.net.

Sincerely,

Mary Ann Burr
SERPTO Program Manager

cc: Nita Taylor, County Manager
Carl Palmer, Policy Committee
Commissioner Minter, Technical Committee

June 4, 2014

OFFICIAL COMMITTEE MEMBER(S) CONFIRMATION

As **Chairwoman** of the **Lincoln County Commission,** I hereby appoint the following individuals as representatives to the Southeast Regional Planning Organization (SERPO):

POLICY COMMITTEE (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

TECHNICAL COMMITTEE (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

E-mails on transportation matters are submitted to the *E-mail Address*(es) listed on this form. Meeting packets are usually submitted by regular mail to the *Mailing Address*(es) listed above. Addresses may be business or home.

Policy Committee Members are the principal officials, or their designated alternates, representing the municipal, county and tribal governments. The Committee provides policy guidance in the development of SERPO activities (such as long range planning) and takes all official actions. The Policy Committee reviews and rates/prioritizes projects for roads, public transit, safety and transportation alternatives funding through the NMDOT.

Technical Committee Members should be familiar with the transportation needs and technical aspects of transportation projects. The Technical Committee screens, reviews and rates the technical criteria of projects and makes preliminary ranking recommendations to the Policy Committee.

SIGNED: _____ _____

Chairwoman Jackie Powell Date

Southeast RTPO Policy & Technical Committee Membership

Within SNMEDD/COG Region

Policy Committee Chairman	Technical Committee Chairman
Justin Howalt, City of Clovis	Todd Randall, City of Hobbs
Policy Committee Vice-Chairman	**Technical Committee Vice-Chairman**
Tom Carlson, City of Carlsbad	Louis Najar, City of Roswell

Southeastern New Mexico Economic Development District

Entity	Policy Committee	Technical Committee
Chaves County	Sonny Chancey, Public Services Director	Terry Allensworth, Road Operations Director
Dexter	Mitch Daubert, Mayor	Adolpho Torres, Maintenance Supervisor
Hagerman	Cass Mason, Police Chief	Diana Rivera, Deputy Clerk
Lake Arthur	Ysidro Salazar, Mayor	Desiree Calvillo, Town Clerk-Treasurer
Roswell	Louis Najar, City Engineer	Louis Najar, City Engineer
Eddy County	Rick Rudometkin, County Manager	Ray Romero, Acting Public Works Director
Artesia	Aubrey Hobson, City Clerk/Treasurer	Byron Landfair, Infrastructure Director
Carlsbad	Tom Carlson, Director of Public Works	Eric Navarrete, City Engineer
Hope	Rudy Sales, Public Works Director	Sonia Carbajal, Village Clerk
Loving	Pete Estrada, Mayor	Manuel Garza, Village Clerk/Treasurer
Lea County	Dale Dunlap, County Commissioner	Undesignated
Eunice	Dr. Martin Moore, City Manager	Dr. Martin Moore, City Manager
Hobbs	Todd Randall, City Engineer	Todd Randall, City Engineer
Jal	Bob Gallagher, City Manager	Bob Gallagher, City Manager
Lovington	James Williams, City Manager	James Williams, City Manager
Tatum	Marilyn Burns, Mayor	Joe Garcia, Public Works Director
Lincoln County	Carl Palmer, Road Superintendent	Kathryn Minter, County Commissioner
Capitan	Jonathan LaMay, Street Supervisor	Jonathan LaMay, Street Supervisor
Carrizozo	Wesley Lindsay, Mayor	Yovanne Lucero, Mayor Pro Tem
Corona	William Hignight, Mayor	William Hignight, Mayor
Ruidoso	Bobbye Rose, Community Development Director	J.R. Baumann, Street Director
Ruidoso Downs	Gary Williams, Mayor	Cleatus Richards, Public Works Director
Otero County	Wade Moore, Road Superintendent	Wade Moore, Road Superintendent
Alamogordo	Susie Galea, Mayor	Marc South, City Planner
Cloudcroft	David Venable, Mayor	David Venable, Mayor
Tularosa	Rick Gutierrez, Grants Coordinator	Ray Cordova, Mayor
Mescalero Apache Tribe	Freddie Pacheco, Director of Roads & Transportation	Freddie Pacheco, Director of Roads & Transportation

Revision Date: June 4, 2014

Agenda Item No. 30

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

July 15, 2014

LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT: DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION SECTION 10-15-1, SUBPARAGRAPH H.(7); AND DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1, SUBPARAGRAPH H.(8)

New or Updated Matters since last report = *

1. *Cooper, Gale and DeBaca County News v. County of Lincoln, Sheriff of Lincoln County, et al.* D-1329-CV-200701364. Suit filed: October 15, 2007. Verified Complaint for Declaratory Judgment Ordering Production of Certain Records and Information. Hearing took place Dec. 18, 2013, and Conclusion of Law/Order was filed May 15, 2014 entered in favor of Ms. Cooper. Ms. Cooper filed an appeal June 10, 2014.

2. *Michael Wheaton v Paul F. Baca, Lincoln County Assessor, et. al. D-1226-CV-2011-00341.* Suit filed October 18, 2011. Notice of Appeal of Final Order of the Lincoln County Valuation Protests Board. Attorney has agreed to stay the case pending the decision from the Court of Appeals.

3. *Coble Constructors, LLC, et al v Carl Kelley Construction Ltd. Co, et al. D-1226-CV-2012-00003.* Suit filed January 15, 2012. Complaint to Foreclose Mechanic=s Lien. Order granting motion for resetting 4/17/13. Motion for Summary Judgment filed Jan. 29, 2014, Hearing scheduled April 24, 2014 produced an Order Granting Motion for Extension of Time which was filed May 6, 2014.

4. *Greentree Solid Waste Authority v. Lincoln County D-1226-CV-2014-00095.* Suit filed May 1, 2014 Verified Petition for Declaratory and Supplemental Relief: Injunction, Motion to Waive Time to Reassign District Judge (Judge Karen Parsons was disqualified). County was served May 14, 2014. Mr. Melendres has filed Answer, Motion to Disqualify Mr. Beauvais and Change of Venue. Motion Hearing is scheduled December 8, 2014.

5. *Greentree Solid Waste Authority v. Lincoln County, et. al. D-0101-CV-2013-00104.* Suit filed January 9, 2013. Petition for Declaratory Judgment; Preliminary and Permanent Injunction. Mr.

Beauvais filed an appeal Feb. 27, 2014. Mr. Beauvais filed a Reply to Motion to Review Stay and Supersedeas Bond on April 16, 2014. Mr. Melendres filed Lincoln County's Answer to Oral Motion to Reconsider May 14, 2014. Ruling on Reconsidering Stay denied by Judge Singleton June 11, 2014.

6. *Rio Grande-Alameda, Ltd. v Paul Baca, Lincoln County Assessor D-1226-CV-2013-00005.* Suit filed January 9, 2013. Complaint for Refund of Taxes Paid. Defendant=s first motion to dismiss or Summary Judgment filed August 29, 2013, with plaintiff=s response filed Oct. 4, 2013. Defendant=s Reply to Motion to Dismiss or for Summary Judgment filed Oct. 21, 2013. Hearing was Jan. 6, 2014, and produced an Order of Dismissal, with a Motion to Reconsider filed Jan. 8, 2014. Hearing on the Merits scheduled for May 12, 2014 in Carrizozo with Judge Parsons. The case has been continued.

7. *Barbara Diane Latham, et al v. Neal Cox, Ben Hazen, Lincoln County Sheriff=s Department and the County of Lincoln. D-1226-CV-2013-00191.* Suit filed July 19, 2013. Complaint for Violation of Civil Rights, Wrongful Death and Damages by Attorney Gary Mitchell. LCSO and LC Manager were served on August 5, 2013. Tort Claim Notice was filed on October 27, 2011. Advised NMAC has assigned the case to Brennan and Sullivan Law Firm 9/5/13. Case has been moved to Federal Court August 30, 2013. Settlement Conference scheduled for July 22, 2014.

*8. *State of NM/Lincoln County v. Avalon-Construction, Ruidoso, NM D-1226-CV 2014-00006* Filed Jan. 6, 2014 Open complaint for Refund of Taxes paid. Case assigned to Basham &Basham/Dwyer. Peter Dwyer is lead attorney. Settlement conference scheduled for December 5, 2014.

9. *State of NM v. Irene Howcroft – M-30-MR-2013-00190* Alleged animal nuisance and violation of Lincoln County Ordinance No. 2008-08. Pre-Trial Hearing is scheduled for August 12, 2014.

10. Potential Litigation: 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.

Tort Claims Notices Received or Threatened

<u>2014</u>

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

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

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

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

Herbert, Crystal – Tort Claim Notice received June 23, 2014 alleging false imprisonment, due process violations, unlawful detention of a minor, emotional distress.

Class Action – Tort Claim Notice received June 23, 2014 alleging false imprisonment, false arrest, deprivation of rights at LCDC that arise with Immigration and Customs Enforcement charges.

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

2013

Allen, Katherine Elizabeth- Notice of Tort Claim against Lincoln County Detention Center for alleged injuries sustained during transport.

Borrego, Albert - Tort Claim Notice received from attorney Gary Mitchell on June 14, 2013, alleging continued harassment to Albert G. Borrego by police while responding to a noise complaint at Mr. Borrego=s residence on February 28, 2013, and a separate incident resulting in Mr. Borrego=s arrest on March 5, 2013, due to an outstanding warrant, during which Mr. Borrego allegedly sustained injuries while in custody due to an existing broken back injury. Claim has been denied by NMAC.

Espinoza, Robert B Tort Claim Notice received from Robert Espinoza on June 4, 2013, alleging property damage from vehicle accident while Linda Mullins, driving the LC Senior Center meal delivery van ran off road hitting chain link fence, poles and railroad ties.

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

Montoya, Emilia L. - Tort Claim Notice received by attorney Freda Howard McSwane on April 23, 2013, alleging injuries sustained by Ms. Montoya when a physical altercation took place at

the LCDC.

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

Silva, Elmo B Tort Claim Notice received from attorney Richard Marquez November 6, 2013. Alleges false imprisonment for Mr. Silva, who was sentenced in the 12th Judicial District Court to 38 years filed on July 3, 1990.

2012

Cathy and Steve Altstatt B Telephone conference with Cathy Altstatt on April 19, 2012, concerning their unbuildable and unsellable Deer Park Valley lot due to lot size, septic tank set back requirements, and an easement granted to Alto Lakes Water & Sanitation District for a water well.

Riordan, J.T. B Correspondence received from Theresa Riordan on March 28, 2012, concerning her son=s treatment and detention conditions while being held in LCDC.

Sheridan, Michael B Tort Claim Notice received from Attorney, Jennifer Burrill on February 21, 2012, claiming the Lincoln County Sheriff=s Department forced him to register as a sex offender when he did not meet the requirements.

Biggs, M. Jolene B Tort Claim Notice received from Attorney, Adam Rafkin on February 6, 2012, claiming liability by the County of Lincoln by failing to maintain the surface of the parking lot across from the Lincoln County Courthouse in Carrizozo, NM.