MINUTES REGULAR MEETING LUNA COUNTY BOARD OF COUNTY COMMISSIONERS Thursday, June 8, 2023

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, June 8, 2023, in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: County Manager Chris Brice, Assistant to County Manager Yossie Nieblas, Executive Assistant Mayra Hernandez, County Attorney Charles Kretek, Budget and Procurement Director Joanne Hethcox, Emergency Management Director Pablo Montoya, HR Director Rosa Porras, HR Legal Assistant Malarie Villegas, Clerk Berenda McWright, Chief Deputy Clerk Leslie Nabours, Administrative Assistant Senior Toni Esparza, Executive Assistant Pilar Salcido, Elections Specialist Rachel Bishop, County Services Specialist Paula Granillo, Probate Judge Diana May-Diaz, Chief Deputy Assessor Isabelle Enciso, Treasurer Kristie Hobbs, Chief Deputy Treasurer Jonathan Richmond, Planning and Zoning Director Lupita Hernandez, Code Compliance Manny Armendariz, Road Department Director David Bailey, Starmax Director Tyler Massey, Sheriff Mike Eby, Undersheriff Jimmy Garcia, CPL Arthur C Smith, LCDC Director Lee Cook, Training Sgt. Fabian Chayrez, CPL Jose Gutierrez, IT Technician Joseph "JT" Apodaca, and IT Tech Tracy Fostvedt.

CALL TO ORDER: Chair Sweetser called the meeting to order at 10:06 a.m. after the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called Roll. The following members of the Board constituting a quorum were present:

Ray Trejo, District 1
Colette M Chandler, District 2
John S. Sweetser, Chair District 3

MINUTES: Commissioner Chandler motioned to approve the minutes for the Regular Meeting on May 11, 2023, and Special Meeting on May 25, 2023. The motion was seconded by Commissioner Trejo and was unanimously approved.

SERVICE AWARDS:

- Chief Deputy Assessor Isabelle Enciso presented Appraiser Kristen Gallegos with her Service Pin for five years.
- LCDC Director Lee Cook presented Amy Perea with her Service Pin for five years.
- Clerk Berenda McWright presented Chief Deputy Clerk Leslie Nabours with her award for 15 years of service.

SPECIAL RECOGNITION:

• Starmax Director Tyler Massey presented Teresa Seats with a Special Recognition Award for her hard work and dedication for the past 11 years as a volunteer.

RETIREMENT:

• Laura H. Garcia was not present.

MISCELLANEOUS: County Manager Chris Brice presented The Sheriff's Office with checks from a Law Enforcement Retention Fund that was created in State Treasury which was essentially appropriated for retention only. Mr. Brice stated that Captain Martinez, Deputy Crumley, CPL Baca, and LT Valdez meet the Criteria and would receive two checks. Mr. Brice stated that the rest of the Sheriff's Deputies would also receive a check from this fund.

PRESENTATIONS:

There were no Presentations.

CONSENT AGENDA:

• Accounts Payable: \$2,336,117.14

• Payroll: \$1,273,793.19

Resolution 23-45: Budget Increases

Resolution 23-46: Budget Transfers

• Oath of office Deputy Sheriff Adolfo Olivas

Commissioner Trejo motioned to approve the Consent Agenda as presented. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Call for Ordinance

• Resolution 23-47 Call to partially repeal Ordinance 76: Tax Obligation for Land Transfers, Divisions, and/or Recombinations: Mr. Brice stated that due to the issues caused with the title companies, banks, Assessor's Office, and Treasurer's Office, Ordinance 76 would be repealed and the Ordinance will return to the way it was previously done before being amended. Commissioner Chandler motioned to approve Resolution 23-47: Call to partially repeal Ordinance 76: Tax Obligation for Land Transfers, Divisions, and/or Recombinations. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.

New Business

- Resolution 23-48: Authorizing the budget and Procurement Department to make final necessary intra-departmental line item transfers before the end of the fiscal year: Mr. Brice stated that this Resolution was put into place to allow Budget and Procurement Director Joanne Hethcox to go in and clean up line items and get ready to close out the last year's budget. Commissioner Trejo motioned to approve Resolution 23-48: Authorizing the Budget and Procurement Department to make final necessary intra-departmental line item transfers before the end of the fiscal year. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- Resolution 23-49: Disposal of fixed Assets: Mr. Brice stated that this is an end-of-year disposal. Mr. Brice stated that the fixed assets were just completed and will be certified. Mr. Brice stated that there will be a clean-up of all assets from last year's disposal of assets as well, things that the County had approved to dispose of that never got to DFA approval.

Mr. Brice stated that all assets from both this year and last year will be disposed of together. Commissioner Chandler motioned to approve Resolution 23-49: Disposal of fixed Assets. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.

- Resolution 23-50: Luna County Procurement Policy Amendment-Travel Addendum: Mr. Brice stated that this resolution is where DFA comes out with new per diem rates, mileage rates, meals, hotels, etc. Mr. Brice stated that he will be working with Ms. Hethcox to get this pulled out of the policy and have the Travel Amendment embedded, this would allow for only the addendum to have to be added so that the policy does not have to be approved on a yearly basis. Commissioner Chandler motioned to approve Resolution 23-50: Luna County Procurement Policy Amendment-Travel Addendum. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.
- **Resolution 23-51: Luna County Certification of Fixed Assets:** Mr. Brice stated that this is the County's annual fixed assets inventory that needs to be certified through DFA and part of the audit. Commissioner Trejo motioned to approve Resolution 23-51: Luna County Certification of Fixed Assets. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- Resolution 23-52: Incentive Wages for Luna County Appraisers, Elected Officials: Mr. Brice stated that this is a Bill that was passed during the last Legislative Session to increase the incentives for Appraisers and Elected Officials. Commissioner Trejo motioned to approve Resolution 23-52: Incentive Wages for Luna County Appraisers, Elected Officials. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- **Resolution 23-53: Board of Registration Appointments:** Ms. McWright stated that this Resolution is to appoint people to convene to approve the purge of voters that are to be removed. Commissioner Trejo motioned to approve Resolution 23-53: Board of Registration Appointments. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- Resolution 23-54: Designation of Polling Places for 2024 and 2025: Commissioner Chandler motioned to approve Resolution 23-54: Designation of Polling Places for 2024 and 2025. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.
- Resolution 23-33: Luna County Cooperative Agreement Project (SP): Commissioner Trejo motioned to approve Resolution 23-33: Luna County Cooperative Agreement Project (SP). The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- Resolution 23-34: Luna County School Bus Routes Project (SBR): Commissioner Chandler
 motioned to approve Resolution 23-34: Luna County School Bus Routes Project (SBR). The
 motion was seconded by Commissioner Trejo and was unanimously approved following a roll
 call vote.

• Resolution 23-35: Luna County Arterial Projects (CAP): Commissioner Trejo motioned to approve Resolution 23-35: Luna County Arterial Projects (CAP). The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Indigent Claims Report: Commissioner Chandler motioned to Recess as a County Commission Board and convene as Claims Board. The motion was seconded by Commissioner Trejo and unanimously approved. Budget and Procurement Director Joanne Hethcox reported that there were six claims for the month of May for a total of \$27,921.83. Ms. Hethcox stated that there was a total of \$107,842.14 was received. Ms. Hethcox stated that the balance in indigent Funds is 1.6 million and the encumbrances are \$13,000.00 until the end of June. Ms. Hethcox stated that only two of the six claims were for the Detention Center. Commissioner Trejo motioned to approve the Indigent Claims report as submitted. The motion was seconded by Commissioner Chandler and was unanimously approved. Commissioner Chandler motioned to recess as a Claims Board and reconvene as a County Commission Board. The motion was seconded by Commissioner Trejo and was unanimously approved.

Community Support Reports: Christie Ann Harvey Director of the Council stated that the contract with K-Fox TV was renewed. Ms. Harvey stated that the purpose of the renewal is to pivot and concentrate on new business attraction, retention, and relocation within the County. Ms. Harvey stated that the County is leveraging the relations with The New Mexico Border Authority and our Legislative Partners at the State and Federal Levels to accomplish that. Ms. Harvey stated that the fourth cohort in three years for the co-starter group that she teaches with the Council of Governments as well as a few other people will end tonight, but there may be one more meeting. Ms. Harvey stated that this is an entrepreneurial program that helps young entrepreneurs and people that already in business and those that seek information about how to start a business.

Deming Chamber of Commerce Executive Director Tarcia Reibez stated that there are 13 new members. Ms. Reibez stated that the Chamber had hosted a ribbon cutting for Equine Safe Haven for their grand opening. Ms. Reibez stated that for this year's Lemonade Day event, there were a total of 47 stands, seven more than last year's event.

Elected Officials Report:

Assessor: Chief Deputy Assessor Isabelle Enciso stated that in the month of June, the Assessor's Office sent out second notices on Personal Property and Livestock. Ms. Enciso stated that the two current vacant positions have been filled and the new employees will have orientation next week. Ms. Encisio stated that at this time they are in the process of getting Geo-Spacial software aerial imagery and analytics which would include a fly-over every two years.

Clerk: Clerk Berenda McWright stated that 257 business registration notices are due by the end of June.

Probate Judge: Probate Judge Diana Diaz stated that last week there were five marriage licenses and weddings. Ms. Diaz stated that year-to-date there are 72 open probates and the majority are foreign and with no wills. Ms. Diaz stated that she attended the NMC Board of Directors meeting in

May which was held in Angel Fire. Ms. Diaz stated that this meeting was a recap of the Legislative Session and Bills that were sponsored and passed. Ms. Diaz stated that one of the bills that was passed after five years was Senate Bill 248 which allows a Probate Judge from another County to assist another who will be out for an extended period of time. Ms. Diaz stated that the Probate judge from another county can only assist with new cases, not any already open cases. Ms. Diaz stated that one of the Bills that did not pass was the Prisoner Transportation. She stated there is funding but an additional \$2,000,000 is needed due to the transport of Federal Prisoners. Ms. Diaz stated that she would be attending the Affiliate meeting in San Juan County and also the next NMC Board Meeting.

Treasurer: Treasurer Kristie Hobbs stated that there was a total of 24,364 Delinquent Tax Notices mailed out and 400 e-notices. Ms. Hobbs stated that delinquent taxes are due by July 10, 2023, and if your property is three years delinquent on June 30th the property will get listed to the state for auction.

Sheriff: Sheriff, Mike Eby reported that for the month of May, there were five burglaries in the following areas 10,000 block of Southeast Rivera Rd, 2,000 block of Hwy 180, 8,000 Block of Southeast block of Dona Ana Rd, and two in Columbus, 800 block of North Slocum Street and North Boundary and Dust Devil St. Sheriff Eby reported that there was one illegal entry of a structure on the 2000 block of Southwest Ash Street. Sheriff Eby stated that there was a total of 14 larcenies in the following areas, 5000 block of Southeast Yuma Rd, 7000 block of Southeast Hwy 549, 3000 block of Northwest North Lane Rd, 700 block of East Pine St, 19000 block of Northwest Perrin Road (twice), 800 block of Southwest O'Kelly Road, 5000 block of Southeast Columbus Hwy., 10900 block of Dustview Rd., and the 200 block of West Howard St both in Columbus. Sheriff Eby stated that there were two shopliftings reported at the 6095 block of Southeast Columbus Hwy. Sheriff Eby stated six motor vehicle thefts were reported in the following areas, Frontage Rd I-10, 700 block of Northwest Arrowhead Rd, 700 block of East Pine St, 300 block of Hood Rd, 2000 of Northeast Daisy Rd, In Columbus at Altura and Zuro Rd. Sheriff Eby stated that there were five assaults and nine motor vehicle accidents. Sheriff Eby stated that there was a total of 184 calls and 145 of the calls were civil non-criminal calls.

Commissioners: No comments from the Commissioners were forthcoming.

County Managers Report: Mr. Brice reported that the County had attended that Change of Command Ceremony at the Columbus Port of Entry. Mr. Brice stated that Emergency Services Director Pablo Montoya and Mr. Brice had attended a Fourth of July Party at the Consulate General in Juarez a couple of weeks ago. Mr. Brice stated that Representative Jones was also in attendance. Mr. Brice stated that he has been working on an MSA with the City. Mr. Brice stated that both he and Arron Sera had agreed that the Multi Services Agreement was not for the City and County to try to get money from each other it is just a way to offset who pays for what services provided.

- **Dispatch:** Mr. Brice reported that Leticia Ortiz, Terry Snyder, and Judith Granillo start with Central Dispatch on May 15, 2023. Mr. Brice stated that Operations Manager Yovanie Granillo and Director Lauree Sanchez attended the Citizens College for Public Safety.
- **LCDC:** Mr. Brice stated that there are 264 Marshall inmates in the LCDC population. Mr. Brice stated that some of the LCDC staff attended the American Jail Conference Association

- and also New Mexico Gang Taskforce training in Albuquerque. Mr. Brice stated that the new SOP is about to be implemented and training was held in the basement for each shift.
- **Road Department:** Mr. Brice stated that a total of 195 tons of solid waste was taken to the landfill and the County reimburses the City. Mr. Brice stated that 49 tons of tires were shredded and taken to the landfill and disposed of.
- **Budget and Procurement:** Mr. Brice stated that the Preliminary Budget has been submitted. Mr. Brice stated the final Quarterly Three Report that is due to DFA for approval.
- **Risk Management:** Mr. Brice stated that both Risk Management and HR would be having a three-day orientation for new hires.
- Safety and Emergency Management: Mr. Brice stated that there was a monitor pole camera supplied by DHSEM installed in the Columbus Elementary School Campus for a better visual in that area and should be completed by the end of June. Mr. Brice stated that there was a training and gave the City of Deming Admin rights to the Mass Notification System. Mr. Brice stated that in sharing this system with the City, all major emergencies, road closures, etc. will be able to be put out to keep the public informed.
- Luna County Fire: Mr. Brice stated that there were 24 fire calls. Mr. Brice stated that four firefighters successfully passed Hazmat A & O and will be attending the Fire Academy this year.
- CASA: Mr. Brice stated that CASA currently has 11 volunteers, 25 children in Luna County, 23 children in Grant County, and one in Hidalgo County. Mr. Brice stated that CASA attended 10 events this last month.
- PAT: Mr. Brice stated that there is a total of 167 families served in May, with 409 hours of direct services in both counties. Mr. Brice stated that Parents as Teachers distributed a total of 10 car seats at the Train Depot. Mr. Brice stated that there is a \$25.00 charge for each car seat along with the training in correctly installing them, but if the family does not have that money the car seat is given to them.
- **CYFD/JJCS/JJCS:** Mr. Brice stated that there was a total of 121 SWAG Contacts, and 112 UAs with five being positive for illegal substances, and also a total of 110 community service hours assigned
- IT: Mr. Brice stated that Debbie Seats passed her Comptia Fundamentals exam and is now certified. Mr. Brice introduced the new IT Technician Tracy Fostvedt. Mr. Brice stated that Judy Hatch got her Nextgen 911 certificate and attended that NENA/APCO 911 Conference for GIS.
- Planning Department: Mr. Brice stated that Planning Director Lupita Hernandez has been working with the State Board of Finance and State Engineer's Office to get some of the County's water rights from the Sunnyside Farm transferred to the new Cattleman's Beef Processing Property that is County owned. Mr. Brice stated that Code Enforcement East had 10 new cases and Code Enforcement West had seven new cases.
- **Starmax:** Mr. Brice stated that the new cash management system has been installed. Mr. Brice stated that Pat Renteria was hired as the new food and beverage manager. Starmax Director Tyler Massey stated that the new Summer Program is a program that was developed by the Starmax youth staff, it is an eight-week program twice a week to include dodgeball, water balloons, water guns, and a day for movies and bowling.
- **HR:** Mr. Brice stated that Michael Milo at the Detention Center was promoted to LT, Crystal Lessau also from the Detention Center was promoted to Operations Cpt, and Mayra Hernandez transferred from the Assessor's Office to the Manager's Office.

- **DWI and Teen Court:** Mr. Brice stated that DWI and Teen Court are tracking 72 misdemeanors DWI offenders and 56 active clients. Mr. Brice stated that there are currently 12 participants in the Teen Court Program. Mr. Brice stated that the Health Council attended a two-hour long meeting on May 25, 2023 and held a mental health awareness and movie night event in Columbus.
- Miscellaneous: Mr. Brice stated that the Maintenance Department did a complete power shut-down of Starmax in order to test all emergency lighting, exit lights, etc. Mr. Brice stated that between Maintenance and Emergency Safety Coordinator Phillip Rodriguez they were some lights that were found in need of repair. Mr. Brice stated that there are some electrical problems out at the Detention Center that are being worked on at the moment. Mr. Brice stated that the main AC unit is out at the Sheriff's Department, along with other units in other County buildings which Maintenance is in the process of repairing.

Upcoming Meetings/Events (Unless otherwise specified):

- County Offices closed June 19, 2023, in observance of Juneteenth National Independence Day
- County College: Luna County Road Department: June 22, 2023, at 5:30 pm
- Public Input Work Session July 13, 2023, from 9:30-10:00 am
- Regular Meeting: July 13, 2023, at 10 am
- ICIP Public Hearing Work Session July 27, 2023, at 4:00 pm

Executive Session: Executive Session Pursuant to Section 10-15-1H (2) NMSA 1978 Limited Personnel matter pertaining to the County Manager's Contract.

Commissioner Chandler motioned to enter into Executive Session at 11:14 a.m.: Pursuant to Section 10-15-1H (2) NMSA 1978 Limited Personnel Matters matter pertaining to the County Manager's Contract. The Motion was seconded by Commissioner Trejo and unanimously approved following a roll call vote.

County Attorney Charles Kretek stated that the motion to be considered is to amending is paragraph 6.5 of the County Manager's contract to require two continuous weeks of vacation for financial purposes. Mr. Kretek stated this would help to satisfy auditors. Mr. Kretek stated that this would also apply to Budget and Procurement Director Joanne Hethcox. Mr. Kretek stated that paragraph 6.10 would also need to be amended to make sure that the cell phone allowance is a monthly allowance, not an annual allowance.

Commissioner Chandler motioned to return from Executive Session: Pursuant to Section 10-15-1H (2) limited to Personal Pertaining to the County Manager's Contract at 11:37 a.m. where no other matters were discussed and to approve the changes that Mr. Kretek discussed for the County Manager's Contract. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.

Adjourn: Commissioner Trejo motioned to adjourn the meeting. The motion was seconded by Commissioner Chandler and was unanimously approved and adjourned at 11:37 a.m.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:	
Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	

MINUTES SPECIAL MEETING LUNA COUNTY BOARD OF COUNTY COMMISSIONERS Monday, June 26, 2023

BE IT REMEMBERED that the Luna County Board of County Commissioners met at 5:30 p.m. on Monday, June 26, 2023, in Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Special Meeting.

CALL TO ORDER: Chair Sweetser called the meeting to order at 5:25 p.m. and led the Pledge of Allegiance and the salute to the flag of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called Roll. The following Commissioners constituting a quorum were present:

Ray J. Trejo, District 1 Colette M. Chandler, District 2 John S. Sweetser Chair, District 3

EXECUTIVE SESSION: Executive Session pursuant to Section 10-15-1H (7) NMSA 1978 pending litigation.

Commissioner Chandler motioned to move into Executive Session. The motion was seconded by Commissioner Trejo and unanimously approved following a roll call vote. Executive Session was entered at 5:28 p.m.

Commissioner Chandler motioned to return from Executive Session. The motion was seconded by Commissioner Trejo and unanimously approved following a roll call vote. The Commissioners returned from Executive Session at 6:54 p.m. where the following action was taken.

Commissioner Trejo motioned to join the Coalition and the Litigation at this time. The motion was seconded by Commissioner Chandler and was unanimously approved.

ADJOURN: Commissioner Trejo motioned to adjourn. The motion was seconded by Commissioner Chandler and was unanimously passed. The meeting was adjourned at 6:56 p.m.

Done at Deming, New Mexico this 13th day of July 2023. LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:	
Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	



Lee Cook Detention Director Robert Apodaca Chief of Security

Luna County Detention Center 1700 4th St NE Deming, NM 88030 Phone: (575) 544-0191

July 03, 2023

From: Sergeant Linda Martinez

To: Luna County Board of County Commissioners

Subj: RHU Quarterly report in accordance with NMSA 1978, 33-16-1 to 33-16-7 (New Mexico's Restricted Housing Act)

This Restrictive Housing report is being submitted in accordance with 33-16-1 to 33-16-7 NMSA 1978, New Mexico Restricted Housing Act reporting requirements. During the period of April 01, 2023 thru June 30, 2023 Luna County Detention Center had 2 detainee who met the reporting requirements under this act. Please see attached report.

A copy of this report will be submitted electronically to the legislative council service library.

- 1. A 31-year-old female. Was not let out of her cell for recreation due to medical procedure.
- 2. A 23-year-old male. Was not let out for his 2.0 hours of recreation.

Very Respectfully,

Sergeant Linda Martinez

LCBCC Meeting July 13, 2023

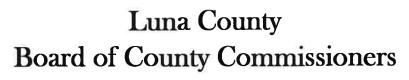
Accounts Payable

06/02/2023	\$354,953.76
06/02/2023	\$6,825.15
06/09/2023	\$484,519.15
06/09/2023	\$21,400.15
06/20/2023	\$14,682.29
06/23/2023	\$17,530.54
06/23/2023	\$703,171.86
06/29/2023	\$523,359.10
06/29/2023	\$40,890.97
06/30/2023	\$207,125.00

P-Cards May 2023

\$328,852.51

Total \$2,703,310.48





Agenda 7/13/2023

PAYROLL

Date	Register	Amount
06/02/2023	20230165	\$565,830.83
06/02/2023	*20230166	\$19,001.87
06/05/2023	*20230167	\$114,843.28
06/16/2023	20230168	\$637,430.48
06/16/2023	*20230169	\$23,182.32
06/30/2023	20230171	\$645,350.56
06/30/2023	*20230172	\$19,382.64

Total: \$2,025,021.98

^{*}Special Assignment Pay

AGREEMENT BETWEEN

LUNA COUNTY AND

DEMING/LUNA COUNTY CHAMBER OF COMMERCE

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Chamber of Commerce (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the CONTRACTOR creates, maintain, and enhance a community environment that encourages and supports community economic development within Luna County; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the CONTRACTOR is willing to continue the operation of the Chamber of Commerce in Luna County, with assistance, in order to help conduct same; and

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1.0 That the CONTRACTOR agrees to conduct a Chamber of Commerce that enhances a community environment that encourages and supports dynamic business activity while fostering community pride and spirit.
- 2.0 That the BOCC agree to appropriate the sum of \$12,000 (twelve thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of conducting said Chamber of Commerce. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - A. The number of businesses utilizing the Chamber of Commerce within the previous quarter.
 - B. A brief narrative description of quarterly activities and how funding is distributed within your facility.

i.Quarterly reports and invoices will be due on the following dates:

- 1. October 15
- 2. January 15
- 3. April 15
- 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
- ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3.0 That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4.0 That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5.0 That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6.0 It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7.0 In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8.0 It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9.0 This agreement shall become effective when approved by the BOCC and the Board of Directors of DEMING/ LUNA COUNTY CHAMBER OF COMMERCE.

Done at Deming, New Mexico this 13th day of July 2023. LUNA COUNTY BOARD OF COMMISSIONERS ATTEST:

Barbara L. Reedy,	Berenda McWright, County Clerk
Commissioner, District 1	
Linda M. Smrkovsky, Chairperson	
Commissioner, District 2	
John S. Sweetser,	
Commissioner, District 3	
DEMING/LUNA COUNTY CHAMBER	OF COMMERCE
By	
President	

AGREEMENT BETWEEN

LUNA COUNTY AND

RIO MIMBRES COUNTRY CLUB

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Rio Mimbres Country Club (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated a golf course in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Rio Mimbres Country club, patronize the facility on a regular basis; and

WHEREAS, the Rio Mimbres Golf Course is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in the operation of the Rio Mimbres Country Club in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR agrees and promises to operate a public golf course, which is available for use to all residents and visitors of Luna County.
- 2. That the BOCC agree to appropriate the sum of \$25,500 (twenty-five thousand five hundred dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said museum. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S

mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of residents using the golf course, designated as member or non-member, during the previous quarter.
- B. The number of youths, both member and non-member, using the golf course during the previous quarter.
- C. Number and description of events held, including promotional events, invitational tournaments, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.

- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of RIO MIMBRES COUNTRY CLUB.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
RIO MIMBRES COUNTRY CLUB	
By President	

AGREEMENT BETWEEN

LUNA COUNTY AND

DEMING ART COUNCIL

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming Art Council (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Deming Art Center in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, County residents and visitors, including members and non-members of the Deming Art Center, patronize the facility on a regular basis; and

WHEREAS, the Deming Art Center is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public art center; and

WHEREAS, the CONTRACTOR has experience in the operation of the Deming Art Center in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said art center in Luna County, but is in need of funding assistance in order to help conduct same.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR agrees and promises to operate said art center, which is available for use with no admission fee to all residents and visitors of Luna County.
- 2. That the BOCC agree to appropriate the sum of \$4,000 (four thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said Art Center. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives

for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of visitors patronizing the art center, designated as resident or non-resident, during the previous quarter.
- B. The number of youths patronizing the art center during the previous quarter.
- C. The number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
- D. A brief narrative description of quarterly activities and how funding is distributed within your facility.
 - i. Quarterly reports and invoices will be due on the following dates:
 - b. October 15
 - c. January 15
 - d. April 15
 - e. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.

- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of DEMING ART COUNCIL.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING ART COUNCIL	
ByPresident	

AGREEMENT BETWEEN

LUNA COUNTY AND

DEMING ANIMAL GUARDIANS

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming Animal Guardians (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has facilitated a program in Luna County, New Mexico, for the purpose of reducing the suffering and overpopulation of companion animals, primarily by providing discount coupons for the spaying and neutering of dogs and cats owned by low income residents; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, County residents meeting federal income guidelines are eligible to receive coupons for said services; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of providing such services; and

WHEREAS, the BOCC feel that they have neither the time nor staff to offer such services; and

WHEREAS, the CONTRACTOR is willing to undertake the responsibility of said service provision in Luna County, but is in need of funding assistance in order to help conduct same; and

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1.0 The CONTRACTOR agrees and promises to provide coupons to low income residents of Luna County, eligible as per federal income guidelines, to be used to spay or neuter their companion animals.
- 2.0 The BOCC agree to appropriate the sum of \$35,000 (thirty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of facilitating said program. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses directly related to spay/neuter procedures for dogs and cats and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this

agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of residents requesting assistance and the number of animals spayed or neutered during the previous quarter
- B. A brief narrative description of quarterly activities and how funding is distributed within your facility.
- i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
- ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3.0 That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4.0 That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5.0 That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6.0 It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7.0 In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.

- 8.0 It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9.0 This agreement shall become effective when approved by the BOCC and the Board of Directors of Deming Animal Guardians

Done at Deming, New Mexico this 13th day of July 2023. LUNA COUNTY BOARD OF COMMISSIONERS ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING ANIMAL GUARDIANS	
ByPresident	

AGREEMENT BETWEEN

LUNA COUNTY AND

DEMING/LUNA COUNTY HUMANE SOCIETY

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Humane Society (SOCIETY), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC has enacted an ordinance to provide for regulation, control, and vaccination against rabies of all domesticated dogs and cats residing within the boundaries of the county; and

WHEREAS, the SOCIETY operates a facility for the care and housing of lost, abandoned, and unwanted animals; and

WHEREAS, the SOCIETY is a publicly funded entity organized that delivers critical services to patrons of Luna County and such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the SOCIETY is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate an animal shelter; and

WHEREAS, the SOCIETY is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the SOCIETY has experience in running an animal shelter, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The SOCIETY shall maintain an animal shelter in accordance with local, state, and federal regulations and humane considerations and shall accept for refuge therein all dogs, cats, and companion animals brought to it by any police officer, sheriff's department personnel, animal control officer, society member, or individual.
- 2. That the BOCC agree to appropriate the sum of \$162,000.00 (one hundred and sixty-two thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said animal shelter. The payment by

the County of Luna shall be used strictly for the furtherance of the SOCIETY'S mission and objectives for expenses and will be paid monthly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through monthly reports that will include the following:

- a. The number and species of animals entering the shelter during the preceding month.
- b. The number of animals adopted/returned to owner.
- c. The number of animals sent to a rescue organization.
- d. The number of animals euthanized.
- e. The disposition of animals.
- f. An animal control report.
- g. Within thirty (30) days of the commencement of any annual term of this agreement, the Society shall provide the County a copy of its Certificate of Good Standing (or equivalent) obtained from the New Mexico State Corporation Commission and shall provide a copy of the Society's bylaws, including amendments, filed with the New Mexico State Corporation Commission.
 - i. Monthly reports and invoices will be due on the following dates:
 - 1. Monthly on the 15th
 - 2. During the final month the invoice will be due June 15 and the report July 15.
 - ii. Monthly reports and invoices should be submitted to the Manager's Office.
- 3. That the SOCIETY shall provide facilities for segregation of suspect animals to ensure their safety and the protection of other animals in the shelter. "Suspect" is defined as animals presenting symptoms of disease or believed to have been exposed to same, particularly rabies, or those having bitten other animals or humans. Complete reports on such animals shall be filed with a veterinarian and such local authorities as may be required by law and the animal quarantined for the prescribed period of time.
- 4. That the SOCIETY shall make every reasonable effort to locate owners of animals believed to be lost, strayed, or stolen, to make every effort to find good homes or

rescue organizations for those considered to be adoptable, and to euthanize in a humane manner those that are unadoptable, sick, or neither claimed nor adopted. Accordingly, the SOCIETY shall have sole authority for determining such disposition of all animals coming within its jurisdiction, except as set forth in Item number 3.

- 5. That SOCIETY employees shall respond to calls in the county and outside incorporated areas promptly, courteously, and professionally according to their operational protocol.
- 6. That the SOCIETY shall maintain complete records on all dogs and cats received at the shelter, including the source from which the animal was obtained, sex, breed, date, name, address, and telephone of owner, if known, the name, address, and telephone of the individual bringing the animal to the shelter if other than owner, and the final disposition of the animal, including whether the animal was returned to its owner, adopted, sent to other shelters or rescue organizations, or euthanized.
- 7. That the SOCIETY shall maintain suitable hours that are posted at the gate for receiving and releasing animals at the shelter. Drop cages will be provided for the depositing of animals outside regular hours and telephone service will be available where inquiries or reports may be made.
- 8. That the SOCIETY shall investigate all reports of cruelty to animals or violations of county ordinance and report same to sheriff's office.
- 9. That the SOCIETY shall maintain (at its own expense) the shelter in good repair, hire and supervise shelter attendants, hire and supervise an animal control officer/s, maintain trucks for transporting animals, pay all utility bills, and carry liability insurance in amounts equal to Tort Claims Act limits with the County named as an additional insured.
- 10. That effective with the contract year commencing July 1, 2023, the SOCIETY shall maintain a complete set of books in accordance with accepted accounting practices. The books shall be maintained by a certified public accountant practicing in Luna County. By September 1, 2023 and by September 1 of each succeeding year, the SOCIETY shall provide the County reviewed financial statements prepared by a certified public accountant. Upon the County and at its expense, an interim inspection of all Society books and related records may be made by the County.

- 11. If the owner of a quarantined animal is known, all charges for housing said animal will be assessed against the owner. The SOCIETY shall be responsible for all billings to the owner and may institute appropriate collection proceedings, as required.
- 12. No charges other than those provided for herein will be assessed against the County. Veterinarian fees, pet food, and maintenance of the shelter will be the responsibility of the SOCIETY.
- 13. That the SOCIETY agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 14. That the SOCIETY agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 15. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 16. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 17. In addition, it is agreed that any agreements between the County of Luna and the SOCIETY, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 18. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 19. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **DEMING/LUNA COUNTY HUMANE SOCIETY.**
 - * All fees included in the fee schedule will be reviewed and approved annually by this agreement with Deming-Luna County Humane Society, effective July 1st, to consider changes in the costs of providing services and related increases or decreases in fees. Adoption fees, fines, and donations will remain the property of the Society. Please see attached Fee Schedule.

Done at Deming, New Mexico this 13th day of July 2023. LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING/LUNA COUNTY HUMANE	SOCIETY
ByPresident	

AGREEMENT BETWEEN LUNA COUNTY AND LA CASA, INC.

This Agreement is made by and between the Board of County Commissioners of Luna County ("County"), by and through the County Manager and La Casa, Inc., a New Mexico domestic non-profit organization ("Contractor" or "La Casa"), collectively referred to as the "Parties" or individually as the "Party."

WHEREAS, the County finds that it is in the public interest and for the public benefit of Luna County that the Contractor operate the Luna County Healing House Domestic Violence Program and Shelter within Luna County which is located at 522 W. Pine St., Deming, New Mexico (the "Premises") and

WHEREAS, the Contractor is an existing domestic non-profit corporation in good standing that currently operates the domestic violence shelter and related programs in Las Cruces, New Mexico; and

WHEREAS, the Contractor is willing to undertake the operation of the Healing House, under the terms identified herein.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

Article 1.0 Permitted Uses and Services.

- 1.1 The County expects the Contractor to use the property solely for the purpose of a domestic violence shelter and related programs serving the citizens of Luna County. No other use shall be permitted unless the County grants express advance permission in writing.
- 1.2 The Contractor shall not use, occupy or knowingly permit or allow any use or occupancy of the Premises that is prohibited by statute, regulation, rule, ordinance or order, or which may be considered dangerous or that constitutes a public nuisance.

Article 2.0 Compensation.

- 2.1 The County agrees to appropriate the sum of Thirty Thousand Dollars (\$30,000) during the County's fiscal year beginning July 1, 2023 to help defray the expenses of operating the shelter and related programs. Said amount will be paid in quarterly installments of Seven Thousand Five Hundred Dollars (\$7,500) to be used strictly for the furtherance of the Contractor's mission and objectives.
- 2.2 The County will also provide the use of the facilities and equipment at the Premises for the purposes of providing shelter and program activities to victims of domestic violence.
- 2.3 The County will allow use of the van and Chevy Traverse currently used at the Healing House to Contractor.
- **2.4** The County, to the extent legally able, will transfer all grants and other funding agreements to the Contractor and will assist the Contractor in such transfers and the pursuit of additional grants and funding.

Article 3.0 Terms of Occupancy and Use

- 3.1 The Contractor shall use and occupy the Premises in a careful, safe and proper manner for the specified services or other lawful uses and shall not commit any waste or nuisance thereon, and will maintain the Premises in a clean, neat and orderly condition.
- 3.2 The Contractor acquires no interest in any of the Premises, equipment, appliances, furniture, fixtures or other property now on the Premises or which may be hereafter placed thereon by the County, except the right to use same, and will return same at the termination or expiration of this Agreement in as good a condition as at the commencement of this Agreement, normal wear and tear incident to proper use thereof and damage by the elements excepted.
- 3.3 The Contractor, upon execution of this Agreement and performing the covenants and agreements of this Agreement, shall quietly have, hold and enjoy the Premises and all rights granted herein for the term of this Agreement and for renewals or holdover tenancy, if any.
- 3.4 The County reserves the right of entry for itself, its representatives, agents, and employees for the purpose of examination and inspection of the Premises and any tangible personal property, equipment or fixtures of the County located thereon. Said right of inspection shall be exercised at reasonable times and with advance notice of at least twenty-four (24) hours, except in the case of emergencies.
- 3.5 The County shall defend the Contractor in the quiet enjoyment and possession of the Premises during the initial term and any renewal terms of this Agreement.
- 3.6 The Contractor shall not make any alterations, additions or improvements whatsoever in or about the Premises without first obtaining the written consent of the County therefor, and if consent shall be obtained therefor, all such alterations, additions, and improvements shall immediately merge with and become a part of the realty; it is understood, however, that the Contractor may remove from the Premises upon the expiration of this term all personal property belonging to it which can be removed without materially damaging the Premises.
- 3.7 The County shall provide and maintain fire extinguishers in compliance with local and state regulations.
- 3.8 In the event the Premises shall be damaged or destroyed by fire, or other casualty so insured against, the Contractor shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by the County, or where the County is named as the sole beneficiary, and shall execute any and all documents required by the Contractor or the insurance company or companies that may be reasonably necessary for use in connection with settlement of any such loss.
- 3.9 The County shall be responsible for repairing and maintaining of the Premises and County-owned equipment, including the roof replacement, ceilings and floors, interior and exterior walls, parking lots, plumbing systems, electrical systems, gas system, toilet facilities and other fixtures and equipment installed by the County.
- 3.10 The County shall be responsible for capital improvements, remodeling, landscaping and compliance with applicable building codes.
- 3.11 The County shall pay all ad valorem (property taxes), if any, and assessments on the land, buildings and tangible personal property therein owned by the County and being leased herein.

- 3.12 The Contractor shall be responsible for the cost of repairs caused by the negligent or intentional acts or omissions of the Contractor, the Contractor's employees or agents and the County shall not be responsible for any damages to any person or property of the Contractor, Contractor's employees, agents or patrons resulting because of the Contractor's failure to give such prompt notification.
- 3.13 The Contractor shall give prompt notice to the County of the necessity for any repairs and maintenance that is the responsibility of the County hereunder.
- 3.14 The County will allow the Contractor to utilize its own Information Technology ("IT") services, but will provide the use of the computers and other equipment currently on the Premises for the life of the equipment, after which, the Contractor will be responsible for replacement and will retain ownership of the same, PROVIDED, the Contractor will not have access to County networks or other IT infrastructure.
- 3.15 The Contractor shall be liable and agrees to timely pay all license, permit and inspection fees, if any, occupation and personal property taxes or charges assessed on or charged against the Premises, tangible personal property or equipment owned by the Contractor.
 - 3.16 Janitorial services are at the expense of the Contractor.
- 3.17 The Contractor shall be responsible for promptly paying electrical, gas, telephone, and internet charges incurred in connection with Contractor's use of the Premises and to hold harmless the County therefrom.
- 3.18 The Contractor shall also be responsible for promptly paying water, sewer and garbage charges at the Premises.

Article 4.0 Reporting Requirements

- 4.1 The Parties to this Agreement desire to measure the effectiveness of the program; reporting submitted by the Contractor that will include the following:
 - **4.1.1** The number of sheltered victims of domestic violence and nights spent in shelter:
 - **4.1.2** Funds expended on behalf of victims (e.g. food, clothing, laundry, medication, transportation);
 - **4.1.3** Legal advocacy consultations, number of Petitions for Protective Orders prepared, filed, hearings attended, orders issued;
 - **4.1.4** Number of individual and group counseling sessions, number of attendees:
 - **4.1.5** Other services and referrals made;
 - **4.1.6** A summary of grant applications and program funding; and
 - 4.1.7 A brief narrative description of activities and how funding is distributed within the facility.
 - 4.2 A yearly report and shall be submitted to the County Manager or his or her designee no later than July 10, 2024.

Article 5.0 Insurance and Indemnification

5.1 The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of any acts or omissions of Contractor or its employees or agents or by Contractor in carrying out of the terms of this Agreement. The obligation to indemnify shall include all damages, costs and fees, including reasonable attorney's fees resulting therein.

- 5.2 By entering into this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended. 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 the federal, state, local, or common law of the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico Tort Claims Act, does not waive sovereign immunity, does not waive any defense and does not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, and relief, disability, workers' compensation and other benefits which apply to the activity of the officers, agents or employees of the County when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially.
- 5.3 The Contractor agrees to obtain and maintain in force for the term of this Agreement General Commercial Liability Insurance in the amount of One Million Dollars (\$1,000,000) with the County named as an additional insured and All Risk Property Insurance for any contents or equipment belonging to the Contractor.
- 5.4 The Contractor shall also carry workmen's compensation coverage as may be required by law.
- 5.5 The County shall maintain property, fire and extended coverage on the building, fixtures and equipment located on the Premises and owned by County but shall not be required to maintain such insurance on trade fixtures or equipment of the Contractor.
- 5.6 The Parties hereto shall review insurance coverages and limits at periodic intervals during the term of this Agreement and make necessary adjustments.

Article 6.0 Termination

- 6.1 Either Party hereto may terminate the Agreement with written notice to the other party no less than ninety (90) days in advance.
- 6.2 Upon the termination or expiration of this Agreement, the Contractor shall quit and deliver up the Premises, peaceably and quietly, in as good order and condition as the same now are or may be put into, reasonable use and wear and damage by the elements excepted, to the County at termination or the expiration of the term of this Agreement.
- 6.3 The Contractor shall surrender all keys to the Premises upon termination or expiration of this Agreement and failure to do so shall obligate the Contractor to a fee of Five Hundred Dollars (\$500.00) for the cost of changing locks to the Premises.

Article 7.0 Notices

7.1 All notices to be given hereunder or otherwise shall be in writing. Any such notice shall be sufficient if it is deposited in the United States mail, postpaid, certified, return receipt requested, and addressed to the party to whom it is directed at the address specified below:

County:
Board of County Commissioners of
Luna County

Contractor: La Casa, Inc. Attn: Chief Executive Officer

Attn: County Manager 700 S. Silver Ave. Deming, NM 88030 P.O. Box 2463 Las Cruces, NM 88004

Article 8.0 Miscellaneous

- 8.1 The Parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The Parties intend that a contractual relationship will be created by this Agreement.
- 8.2 Both Parties shall act in good faith in carrying out the intent and spirit of the Agreement for the benefit of the residents of and visitors to Luna County.
- 8.3 This Agreement incorporates all the agreements, covenants, promises and understandings between the parties. No prior agreement, promise or understanding, verbal or otherwise, between the County and the Contractor or their agents shall be valid or enforceable unless embodied in this Agreement and any agreements, covenants, promises or covenants between the County and the Contractor are hereby declared null and void and are superseded in their entirety by this Agreement.
- **8.4** This Agreement shall become effective when executed by the County and the Contractor.
- 8.5 No waiver of any breach or default by the Contractor of any terms, conditions or covenants of this Agreement shall be deemed a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is signed in writing by the County.
- 8.6 This Agreement is personal to the Contractor and shall not be assigned in whole or in part, nor shall any rights or privileges herein granted be sold, transferred or assigned without the written consent of County, which shall not be unreasonably withheld.
- **8.7** This Agreement is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, injury to persons, damages to property and/or any claim and/or cause of action whatsoever pursuant to the provisions of this Agreement.
- **8.8** In accordance with NMSA 1978, Section 6-6-11 and the New Mexico Constitution, Article IX, Section 11, if the performance of any obligations or duties under this Agreement by the Contractor, whether conditional or unconditional, require the expenditure of funds, those obligations are contingent upon sufficient appropriations and authorization being made by the Legislature for the performance of this Agreement. Nothing in this Agreement shall be interpreted as imposing any obligation on the County to expend unappropriated funds.
- 8.9 In the event it becomes necessary for either Party to institute any action at law or in equity against the other to secure or protect right under this Agreement, the prevailing party shall be entitled to recover in any judgment entered therein in its favor such reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as provided by law.
- **8.10** The validity, construction and effect of this Agreement will be governed by the laws of the State of New Mexico and subject to litigation only in the Sixth Judicial District of the State of New Mexico.

- 8.11 Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement has been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may for any reason be hereafter declared invalid.
- **8.12** This Agreement, and any term hereof, can only be amended by a document in writing signed by both Parties hereto.
- 8.13 This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of the parties hereto.
- **8.14** If either Party executes this Agreement as a corporation or other legal entity, each of the persons executing this Agreement covenants and warrants that they are qualified to do business in the State of New Mexico and has the full right and authority to enter into this Lease agreement and was duly authorized to do so.
- 8.15 With the exception of the County's payment obligations, if either Party shall be delayed or hindered by reason of any matters beyond the reasonable control of such party (*force majeure*), then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Agreement and the obligations of both Parties to perform and comply with all of the other terms and provisions of this Agreement shall in no way be affected, impaired or excused.
- **8.16** The Contractor acknowledges that it has fully inspected the Premises, tangible personal property and equipment and accepts the same AS IS, in its present state and condition, as suitable for the intended uses contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement on the day and year indicated below.

Contractor:		County:	
La Casa, Inc.		Board of County Commissio	ner of
		Luna County, New Mexico	
By:		By:	
marcio Daris	6-24-23		
Marcie Davis.	Date	Chris A. Brice.	Date
Chief Executive Officer		County Manager	

AGREEMENT BETWEEN

LUNA COUNTY AND

DEMING/LUNA COUNTY COMMISSION ON AGING

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Commission on Aging (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Bob Beckett Senior Center in Luna County, New Mexico, with said facility being open to the general public for use; and

WHEREAS, County residents and visitors patronize the facility on a regular basis; and

WHEREAS, the Deming Senior Center is a publicly funded entity organized to deliver critical services to senior citizens in Luna County and that such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a senior center; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in running the Deming Senior Center, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR agrees and promises to operate said senior center, which is available for use by all senior citizen residents and visitors of Luna County.
- 2. That the BOCC agree to appropriate the sum of \$160,000.00 (one hundred and sixty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said senior center. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid monthly upon request through an invoice and the submission of required reports. Funds are contingent on

participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through monthly reports that will include the following:

- A. The number of visitors patronizing the senior center, designated as resident or non-resident, during the previous month.
- B. The number of meals served at the Deming Senior Center during the previous month.
- C. The number of meals delivered off-site during the previous month.
- D. The number of clients transported during the previous month.
- E. The number served in the Home/Personal Care during the previous month.
- F. Description and participation of activities offered during the previous month.
 - i. Monthly reports and invoices will be due on the following dates:
 - 1. The 15th of every month
 - 2. During the final month the invoice will be due June 15 and the report July 15.
 - ii. Monthly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.

- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **DEMING/LUNA COUNTY COMMISSION ON AGING.**

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING/LUNA COUNTY COMMISS	ION ON AGING
ByPresident	

AGREEMENT BETWEEN

LUNA COUNTY AND

LUNA COUNTY HISTORICAL SOCIETY

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Luna County Historical Society (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Deming-Luna-Mimbres Museum in Luna County, New Mexico, with said facility being open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Luna County Historical Society, patronize the facility on a regular basis; and

WHEREAS, the Deming-Luna-Mimbres Museum is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same, and

WHEREAS, the CONTRACTOR has experience in the operation of the Deming-Luna-Mimbres Museum in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR agrees and promises to operate said museum, which is available for use with no admission fee to all residents and visitors of Luna County.
- 2. That the BOCC agree to appropriate the sum of \$25,000 (twenty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said museum. The payment by the County of

Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of visitors patronizing the museum, designated as resident or non-resident, during the previous quarter.
- B. The number of youths patronizing the museum during the previous quarter.
- C. Number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.

- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of LUNA COUNTY HISTORICAL SOCIETY.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING/LUNA COUNTY HISTORICA	AL SOCIETY
By President	

DEMING/LUNA COUNTY MAINSTREET PROGRAM

PROFESSIONAL CONTRACT AGREEMENT

with the

LUNA COUNTY, NEW MEXICO

This professional contract proposal ("this Agreement") is effective July 1, 2022, between <u>Luna County</u>, <u>New Mexico</u>, a local government corporation (the "County") whose notice address is 700 S. Silver Ave., <u>Deming</u>, <u>NM 88030</u>, and the <u>Deming/Luna County MainStreet Program (the "Contractor") whose</u> address is 800 E. Pine St. Deming, <u>NM 88030</u>, (collectively, the "Parties").

I. Scope of Services: Activities Reflecting County Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations of a State-Authorized and Accredited program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the MainStreet business district of Deming in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

- Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the New Mexico MainStreet guidelines and objectives.
- 2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOU.
- 3. Work closely with the County's elected officials and professional staff, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
- 4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Deming MainStreet program and its initiatives.
- 5. Develop annual workplans that prioritize revitalization projects in the Deming MainStreet district under the board-adopted Economic Transformation Strategies.
- 6. Adopt a Capacity-Building strategy that enhances organizational resources and supports longterm sustainability of the Deming MainStreet program to engage the public-private partnerships with County government and the New Mexico MainStreet program.

- 7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Deming MainStreet program and also to help coordinate revitalization projects in the Deming MainStreet district.
- 8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
- 9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Deming MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, façade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - · Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the County on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
- 10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
- 11. Coordinate with the Director of Community & Economic Development on prioritization, implementation and reporting of project deliverables.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall endeavor through continuous effort to complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1:

Enhance the small business entrepreneurial environment by provide business development support, improve physical properties, and market business and property opportunities

A. Façade Squad Projects:

- 1. Continue to push incremental public and private investment with facade renovations
- 2. Encourage building maintenance and improvements to building facades and storefront windows while working work with the city on code enforcement standards

B. Marketing of Vacant Buildings:

- 1. Work with Relators to show & promote inventory of available/vacant properties by referring entrepreneurs and business owners to them
- 2. Create social media postings of the district businesses and property availability
- 3. Vacant building window dressing campaign

C. Implement Community Promotions and Events:

- 1. Host series of MainStreet Rock the Block Parties
- 2. Hold series of MainStreet Markets at Courthouse Park
- 3. Salsa Fest Extravaganza
- 4. Host National Night Out
- 5. Trunk or Treat Downtown
- 6. Lighted Christmas Parade
- 7. Light Up Downtown
- 8. Community Tree Lighting at Courthouse
- 9. Organize Santa Visit at Courthouse Park
- 10. Organize SWNM Fair Parade

D. Business Trainings & Support:

- 1. Follow to completion Vacant Building List & Story Committee tasks
- 2. Create and offer one day specialized training programs utilizing Revitalization Specialist in differing specialties for district businesses
- 3. Continue collaboration with Small Business Development Center, City and County Economic Development, WNMU, Chamber and Deming Public Schools to provide educational support and utilize their programs to assist business owners
- 4. Increase engagement with district merchants to enhance their understanding of DMS capabilities to optimize their business growth
- 5. Work with Downtown Merchants and provide leadership to facilitate their development of a strong and representative association that will undertake a lead role in improving their overall sales and support the district businesses through their collaborative efforts
- 6. Complete annual BRE survey with Downtown Merchants

Transformation Strategy #2:

Implement Placemaking projects and strategies to transform the physical appearance of the Deming MainStreet district and community of Columbus

A. Design Projects:

1. Work with the leadership, staff, and residents of Columbus to implement placemaking projects in Village Plaza (Broadway and HWY 11/Columbus Rd) including installation of park amenities, recreational equipment, public art or similar improvements.

- 2. Follow through to completion the Zia Sun Art-Scape Intersection Project NMMS Capital Outlay, City
- 3. Follow through to completion the Deming National Bank Façade Project National Park Service, Main Street America
- 4. Continue working with Village of Columbus to complete a "pilot" project in the Village Placita Park
- 5. Request NMMS technical assistance to conduct district parking & pedestrian connectivity study
- 6. Analyze the feasibility to install Wi-Fi @ Leyendecker Plaza
- 7. Request NMMS technical assistance for placement of cameras on the 100 Block of Gold and Silver Ave
- 8. Work with County to plaster Courthouse Park gazebo for placement of a Mimbres mural
- 9. Install light in the trees at Courthouse Park
- 10. Look for potential buildings for placement of additional murals

B. Economic Vitality Projects:

- 1. Provide technical assistance to Columbus merchants to support business retention and access to business resources/incentives.
- 2. Increase frequency of personal visits with District Merchants
- 3. Increase use of NMMS technical resources to assist development of our District Merchants capabilities through educational training
- 4. Catalyze growing economic vitality through increased public art through murals portraying our indigenous culture within the district

C. Promotion Projects:

- Zia Sun Art-Scape dedication ceremony combined with a Zia promotion at downtown businesses featuring 10% off district business purchase for one day for everyone wearing a Zia on the dedication day
- 2. Work with HK advertising in Santa Fe to feature Leyendecker Plaza and adjacent renovation projects in New Mexico Magazine
- 3. Post pictures of completed projects on social media and news channels
- 4. Highlight Columbus Village Plaza improvements projects/amenities online and on social media

D. Organization Projects:

- 1. Research grant opportunities and sponsors to fund various projects
- 2. Recruit volunteers as needed for projects
- 3. Establish and manage a "Columbus Downtown Committee" to help implement physical improvements at the Village Plaza, to inform needs assessment and future project priorities, and

II. COMPENSATION

For services, as described hereinafter, compensation shall be provided as follows:

- 1. In consideration for all Services rendered in FY22, and in compliance with the biannual MOU executed with New Mexico MainStreet, the County shall pay to the Contractor the sum of \$30,000.00.
- 2. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the County shall provide the following in-kind services to the Contractor during FY22:
 - County staff assistance, as applicable to specific projects, with installation of district signage or lighting (and only with advance approval by County leadership).
 - Technical assistance or support for joint applications and submissions for federal or state grants, as relevant to the MainStreet district revitalization or placemaking/economic development projects in the community of Columbus, as per the scope of work elements listed in Section I above.
- 3. For the fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the County.

Method of Payment

The County shall pay Contractor in equal installments of \$7,500.00 on a quarterly basis of each fiscal year. The County shall provide the initial payment in July with the execution of the contract commencing on July 1, 2022. Thereafter, the County shall provide subsequent quarterly payments in October, January, and April upon submission of invoices.

III. TERM OF AGREEMENT

The term of this Agreement shall be for one years, beginning on July 1, 2022 and ending on June 30, 2023 ("Term"), unless terminated pursuant to paragraphs 2, 3, 12, 15, 16 and 17 of Section V below.

IV. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT. *

V. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the County at reasonable times and upon reasonable notice.
- B. The Contractor shall maintain, for two (2) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

2. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Services of the Contractor under the Agreement. However, the Contractor shall not be in deemed to be in default if specific elements of the Scope of Work are amended and mutually agreed to in writing by the Parties during the term of the contract.

3. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the County may terminate this agreement and pursue its remedies at law and equity

4. INDEMNIFICATION

Contractor indemnifies the Luna County against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

5. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million dollars (\$1,000,000) and shall name the County as an additional named insured on all insurance policies and shall provide the County with satisfactory proof of insurance.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the County for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the County, this Agreement shall terminate upon 60-day written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the Luna County as a result of this Agreement.

8. SUBCONTRACTING

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

9. NO THIRD-PARTY BENEFICIARIES

This agreement confers no additional rights or benefits other than those explicitly provided herein to the County and the Contractor; there shall be no third-party beneficiaries assigned in this contract.

10. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

11. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to bind the County in any way unless the Contractor has expressed written authority to do so, and then only within the strict limits described herein.

12. CONFIDENTIALITY

Any confidential information provided to, or developed by the Contactor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

13. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or County employee have been followed.

14. MERGER

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

15. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.

16. EQUAL OPPORTUNITY AND NONDISCRIMINATION COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity and non-discrimination.

17. WORKER'S COMPENSATON COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County reserves the right to terminate this Agreement.

18. APPLICABLE LAWS

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Luna County.

19. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
DEMING/LUNA COUNTY MAINSTR	REET PROGRAM
ByPresident	_

AGREEMENT BETWEEN

LUNA COUNTY AND

PLAY SHARITY FOUNDATION

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Play Sharity Foundation (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR is a 501c (3) entity that promotes the sharing of resources to advance education and the affordability of high-quality educational materials through operation of a children's museum and lending library; and

WHEREAS, the BOCC finds that it is in the interests of and for the benefit of the citizens of Luna County and the general public that these services be provided by and on behalf of the County; and

WHEREAS, the BOCC wishes to contract for and the CONTRACTOR wishes to promote education support services in Luna County.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR will provide services on behalf of Luna County that promote the sharing of resources to advance education and the affordability of high-quality educational materials through operation of a children's museum and lending library.
- 2. That the BOCC agree to appropriate the sum of \$50,000.00 (fifty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said facility. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - a. The number of children served during the preceding month.
 - b. The duration of services.
 - c. The type of services rendered.
 - d. Description and participation of activities offered.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15

- 3. April 15
- 4. During the final quarter the invoice will be due June 15 and the report July 15.
- ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **PLAY SHARITY FOUNDATION**.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler,	
Commissioner, District 2	
John S. Sweetser, Chairperson	
Commissioner, District 3	
PLAY SHARITY FOUNDATION	
By	
Crystal Replogle,	
Vice President	

AGREEMENT BETWEEN

LUNA COUNTY AND

LUNA COUNTY SILVER LININGS

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and Luna County Silver Linings (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR is a 501c (3) entity that serves the needs of homeless people in Luna County by improving their lives and providing avenues to self-sufficiency; and

WHEREAS, the BOCC wishes to contract for and the CONTRACTOR wishes to provide services for the homeless in Luna County; and

WHEREAS, the CONTRACTOR is a publicly funded entity that delivers critical services to patrons of Luna County and such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate this facility; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in running Silver Linings, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

- 1. The CONTRACTOR will provide services on behalf of Luna County to homeless persons, including but not limited to distibution of portable food, toiletries, clothing, blankets, meals and temporary shelter.
- 2. That the BOCC agree to appropriate the sum of \$25,000.00 (twenty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said facility. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice

and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- a. The number of persons housed at the facility the preceding month.
- b. The number of meals given.
- c. The number toiletries dispensed.
- d. Any other financial reports of appropriated funds.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.

- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 9. This agreement shall become effective when approved by the BOCC and the Board of Directors of **LUNA COUNTY SILVER LININGS**.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	
LUNA COUNTY SILVER LININGS	

President

AGREEMENT BETWEEN

LUNA COUNTY AND

SOUTHWESTERN NEW MEXICO STATE FAIR ASSOCIATION INC.

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Southwestern New Mexico State Fair Association Inc. (Contractor), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that an annual fair be held in Luna County; and

WHEREAS, the BOCC find that such a fair is an integral part of encouraging the young people of Luna County to engage in positive activities, such as 4-H, FFA, and the like; and

WHEREAS, the annual fair is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, SNMSFA has been conducting an annual county fair in Luna County for a number of years and has appropriate buildings and land under lease from the City of Deming until the year 2067; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in the operation of said fair in Luna County, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to conduct an annual county fair in Luna County, New Mexico sometime during the months of September, October, or November of each and every year.

- 2. That the BOCC agree to appropriate the sum of \$35,000 (thirty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2024 to help defray the expenses of operating said museum. That the money appropriated by the BOCC may not be used for trophies, prizes, ribbons, and the like, but must be spent on the actual operation of the fair. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - A. The number of people attending the fair.
 - B. The number of youth entries.
 - C. The number of adult entries
 - D. The number of livestock/animal entries.
 - E. Financials
- i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
- ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That it is agreed and understood between the parties that SNMFA will be conducting the county fair as an agent of the BOCC and that the ultimate authority for the expenditure of public monies rests with the BOCC.
- 4. The parties further agree that the actual operation of the fair is hereby delegated to SNMSFA restrained only by the agreements contained herein.

- 5. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 6. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 7. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 8. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 9. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
- 10. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
- 11. This agreement shall become effective when approved by the BOCC and the Board of Directors of the Southwestern New Mexico State Fair Association Inc.

Done at Deming, New Mexico this 13th day of July 2023.

LUNA COUNTY BOARD OF COMMISSIONERS		
e .	ATTEST:	
Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk	
Colette M. Chandler,		

Commissioner, District 2	
John S. Sweetser, Chairperson	
Commissioner, District 3	
Southwestern New Mexico State Fair Association Inc	
By	
President	

WORK AND FINANCIAL PLAN between LUNA COUNTY

and

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS-WS)

for

July 1, 2023 through June 30, 2024

Pursuant to Cooperative Service Agreement No. 19-73-35-2332-RA between the county of Luna and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2023 through June 30, 2024.

USDA-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. USDA-WS has continuously maintained an effective IWDM program to resolve conflicts with wildlife throughout New Mexico, including Luna County. USDA-WS is available and qualified to conduct wildlife damage management services as necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will ensure long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided:

Non-lethal application – this will be the primary consideration.

Technical Assistance – WS will provide technical support to Luna County on other issues that may

impact predatory and/or nuisance species control including habitat modifications, response design, and recommendations through demonstration and instruction of wildlife damage prevention and/or control techniques

Predator Identification & Removal - when livestock, crop or natural resource damage is verified

Nuisance Wildlife Removal - when property damage is verified

Removal of Wildlife Displaying Aggressive Behavior - causing actual injury to county residents.

Outreach – include meeting with the constituents of the county, school group demonstrations, and predator/damage awareness training.

To provide these basic services, APHIS-WS will:

- 1. Assign one Wildlife Biological Technician per the period of performance for this Work Financial Plan averaging at least 1040 hours per year, distributed among direct control activities, technical assistance, USDA/WS-required administrative tasks, and annual leave.
- 2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
- 3. Implement at least two attempts to resolve requests for assistance using non-lethal methods, on site and on separate days, before resorting to lethal methods, unless the animal poses an imminent threat to human health and safety, property, livestock, companion animals or is part of confirmed depredation(s).
- 4. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized. All activities will be conducted in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
 - c. Foot-hold traps with offset jaws will utilize pan tension devices sufficient to reduce the likelihood of capturing non-target species, be attached to an electronic monitoring device intended to notify Wildlife Services when a foot-hold trap is sprung. If such a device is not attached, Wildlife Services, Volunteers or the Requester will inspect each trap within twenty-four hours or less.
 - d. When M-44 toxicants are used, at least two, three-foot tall warning signs in English

and in Spanish shall be placed within five feet of the M-44 device to notify the public that poisonous devices are in the area, to alert them of the toxic nature of M-44's, and warn of their danger to pets.

- 5. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA/WS pamphlets and/or handouts may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.
- 6. Wildlife services shall submit quarterly reports to the county detailing the following:
 - a. The type of land upon which contractual activities were carried on, such as BLM, county, municipal, military, private, or state, and the identity of the requesting entity other than the names of individuals, and the number of person-day visits per entity,
 - b. The number of hours worked per employee,
 - c. The number and types of species captured and by what method, and the number and types of species euthanized and by what method,
 - d. The number and types of non-targeted, unintentional species euthanized, if any,
 - e. The number and types of species re-located, freed or dispersed,
 - f. A damage summary, including reported and verified losses for
 - i. Agriculture,
 - ii. Health and safety.
 - iii. Property, including animals, landscape and structures,
 - g. Number of outreach efforts by species provided or supported for the purpose of educating the public on how to coexist with wildlife and manage property in such a way to avoid wildlife conflicts, and the estimated or actual number of people reached,
 - h. The number of requests for assistance by species and the reasons therefor, such as livestock protection, health, human safety, nuisance animal, or property protection, and,
 - i. The results of any blood tests taken by species

USDA-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

- 1. All operations shall have the joint concurrence of USDA-WS and Luna County and shall be under the direct supervision of USDA-WS. All operations will adhere to the specific work financial plan requirements required by both USDA-WS and Luna County. USDA-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and county regulations and requirements.
- 2. Control on Public Lands: An Agreement for Control of Animal Damage on Non-private Property (WS Form 12 A) or an appropriate NEPA document will be executed between USDA-WS and the public land administrator(s)/manager(s) before any USDA-WS work is conducted.
- 3. USDA-WS will use only USDA-WS employees and volunteers. All USDA-WS personnel will follow WS Directive 2.510, which prohibits benefiting personally from any animals(s) whole or in part, taken while conducting official duties.
- 4. The program will be supervised by District Supervisor Rudy Fajardo (575) 527-6980. Monitoring and authoritative oversight will be by the WS, New Mexico State Director, Jon Grant (505) 346-2640.
- 5. In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program, due to Congressional Federal appropriations, law cannot continue unless a mutual agreement is negotiated by June 30, 2023.

6. COST ESTIMATE FOR SERVICES

USDA-WS shall submit quarterly bills for actual costs incurred to USDA-WS for performance of work as delineated in the Work/Financial Plan, not to exceed \$43,250.00 annually. Such costs may

include but are not limited to salaries/benefits/employees' recognition, vehicle use, supplies, equipment and USDA overhead. An estimate itemization of expenses are listed below; however, funds may be distributed between itemized categories as needed.

Cost Element		Cost to		Cost Share		Full Cost
		Cooperator		(Paid by		
					Federal	
				App	propriations)	
Personnel Compensation		\$	34,014.94	\$	26,891.81	\$ 60,906.75
Travel		\$_	-:	\$	1,109.00	\$ 1,109.00
Vehicles		\$	=	\$	13,800.00	\$ 13,800.00
Other Services		\$	Ę	\$	800.00	\$ 800.00
Supplies and Materials		\$	-	\$	2,000.00	\$ 2,000.00
Equipment		\$	2	\$	2,726.76	\$ 2,726.76
Subtotal (Direct Charges)		\$	34,014.94	\$	47,327.57	\$ 81,342.51
Pooled Job Costs	11.00%	\$	3,741.64		NA	\$ 3,741.64
Indirect Costs	16.15%	\$	5,493.41		NA	\$ 5,493.41
Agreement Total		\$	43,250.00	\$	47,327.57	\$ 90,577.57
Percentage Cost Share			48%		52%	100%

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$90,577.57

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

Luna County Point of Contact: Chris A. Brice (County Manager) Joanne Hethcox (Budget Procurement) (575) 546-0494

LUNA COUNTY BOARD OF COMISS Tax Identification Number: 85-6000230	IONERS
Chris A. Brice County Manager	Date
UNITED STATES DEPARTMENT OF ANIMAL AND PLANT HEALTH INSP WILDLIFE SERVICES Albuquerque, NM Tax Identification Number: 41-0696271	
Jon Grant State Director, New Mexico	Date
Acting Director, Western Region	Date

Be it remembered that at a Regular Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 13th day of July 2023, the following proceedings were had and entered of record.

LUNA COUNTY, NEW MEXICO RESOLUTION NO. 23-55

A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR CORRE CAMINOS TRANSPORTATION SERVICES

WHEREAS, an agreement with Corre Caminos is necessary for the purpose of continuing public transportation services within Luna County; and

WHEREAS, this agreement is pursuant to contractual agreements between Corre Caminos and the New Mexico Department of Transportation to provide public transportation services to the region; and

WHEREAS, the Luna County Board of Commissioners supports Corre Caminos in continuing the invaluable services that are vital to the quality of life in our community.

NOW THEREFORE BE IT RESOLVED, that the Luna County Board of Commissioners hereby agrees to financially support the Corre Caminos Transportation program with a cash match of \$70,000 for Fiscal Year 23-24, contingent on final budget approval.

PASSED, APPROVED, AND ADOPTED	this day of, 2023,
LUNA COUNTY BOARD OF COMMIS	SSIONERS
	ATTEST:
Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	

LUNA COUNTY, NEW MEXICO

ORDINANCE 112

AN ORDINANCE ADDRESSING OFF-HIGHWAY VEHICLES, 1 *REVISION

WHEREAS, the County of Luna (the "County") acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the Sate of New Mexico;

WHEREAS, pursuant to Section 4-37-1, NMSA 1978, the Board of County Commissioners of Luna County are empowered to enact regulations which provide for health, safety, prosperity and improvement of order, comfort and convenience of the citizens of Luna County;

WHEREAS, the powers of a county as a body politic and corporate are exercised through the Board of County Commissioners pursuant to Section 4-38-1, NMSA 1978;

WHEREAS, the Board of County Commissioners desires to establish the rules allowing for operation of off-highway vehicles on streets and roadways owned and controlled by the County.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE PEOPLE OF LUNA COUNTY, NEW MEXICO:

SECTION 1 PURPOSE AND APPLICABILITY

- 1.1 This Ordinance shall apply to the operation of off-highway vehicles on County owned and controlled roadways consistent with the provisions of the Off-Highway Vehicle Act, Section 66-3-1001 through 1021, NMSA 1978.
- 1.2 This Ordinance is only applicable to those areas in Luna County outside the incorporated municipalities of the City of Deming and Village of Columbus.
- 1.3 Nothing contained in this ordinance applies to or affects operation of off-highway vehicles on private property nor does it authorize operation on roads or highways owned or controlled by the State of New Mexico or federal government or agencies thereof.

SECTION 2 DEFINITIONS

- 2.1 County Owned or Controlled Roadway included within the scope of this Ordinance includes all designated County roads, both maintained and not maintained by the County, rights-of-way and easements that were constructed, signed and maintained for regular passenger-car use by the general public.
- 2.2 Off-Highway Motor Vehicle (OHV) is a motorized vehicle designed by the manufacturer for operation off the highway or road and includes:
 - **2.2.1** All-Terrain Vehicle (ATV) which is a motorized vehicle, fifty (50) inches or less in width, having an unladen dry weight of one thousand (1,000) pounds or less, travelling on three or more low-pressure tires and having at least one seat designed to be straddled by the operator and handle-bar type steering control;
 - 2.2.2 Off-Highway Motorcycle (OHM) which is a motorized vehicle travelling on not

more than two (2) tires and having a seat designed to be straddled by the operator with handle-bar type steering control;

- 2.2.3 Recreational Off-Highway Vehicle (UTV) which is a motorized vehicle designed for travel on four or more non-highway tires, for use by one or more persons, and being eighty (80) or less inches in overall width, exclusive of accessories, a Gross Vehicle Weight Rating not greater that one thousand seven hundred and fifty (1,750) pounds, an engine displacement of less than one thousand 1,000 cubic centimeters, maximum speed capability in excess of thirty-five (35) miles per hour, and having one or more nonstraddle seating, a steering wheel for steering control and identification by means of a seventeen (17) character Vehicle Identification Number.
- **2.2.4** Any other vehicle identified or described by the New Mexico Department of Game and Fish or the Off-Highway Motor Vehicle Advisory Board fitting the general profile of vehicle operated off the highway for recreational purposes.
- 2.3 Off-Highway Motor Vehicle Act refers to Sections 66-3-1001 through 1021, NMSA 1978, and may be referred to herein as "the Act" or "OHMVA".

SECTION 3 OHV OPERATION ON COUNTY ROADWAY

- 3.1 An OHV, excluding OHM (motorcycles) and snowmobiles, may be operated on a County Owned or Operated Roadway if:
 - **3.1.1** The vehicle has one or more headlights and one or more taillights that comply with the OHMVA;
 - **3.1.2** The vehicle has brakes, mirrors and mufflers;
 - **3.1.3** The operator has valid driver's license or permit as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the OHMVA;
 - **3.1.4** The operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act;
 - **3.1.5** The operator of the vehicle is using eye protection that complies with the OHMVA;
 - **3.1.6** The vehicle complies with the registration, license plate, validation stickers and display requirements of the OHMVA; and
 - **3.1.7** The vehicle is equipped by a spark arrester approved by the United States Forest Service.
- **3.2** Operators of OHVs under the age of eighteen (18) years must also comply with the following:
 - **3.2.1** Must be at least thirteen (13) years of age and have a valid motorcycle license and off-highway vehicle safety permit or be at least fifteen (15) years of age and have a valid driver's license, instruction permit or provisional license and off-highway vehicle safety permit;
 - **3.2.2** Must be accompanied by or under the direct supervision of a parent, guardian, custodian of certified safety/OHV instructor;
 - **3.2.3** May not operate while carrying a passenger under the age of eighteen (18) years; and
 - **3.2.4** Must wear a safety helmet that complies with the OHMVA.
- 3.3 All operators shall be subject to the applicable requirements and penalties for moving and parked vehicles of the Motor Vehicle Code, except for those provisions in conflict with the OHMVA, including provisions relating to driving while under the influence of intoxicating liquor or drugs and to the penalty provisions of the OHMVA (Section 66-3-1020, NMSA 1978).

SECTION 4 RESTRICTIONS AND PROHIBITIONS ON OHV OPERATION

- 4.1 No person may operate an OHV on any limited-access highway, freeway or interstate except to cross, after coming to a complete stop prior to crossing and yielding the right of way to all oncoming traffic.
- 4.2 ATVs and OHMs operated pursuant to this ordinance shall be subject to a speed limit of 35 mph or the posted speed limit, whichever is less, and only on the right-hand side of the roadways.
- 4.3 UTVs operated pursuant to this ordinance shall be subject to a speed limit of 45 mph or the posted speed limit, whichever is less.
- **4.4** Operators of OHVs shall ride only on the permanent and regular seat attached thereto and shall not carry any passenger unless such vehicle is designed to carry more than one person on permanent and regular seating attached to the OHV.
- 4.5 Operators of OHVs may not carry any person, package, bundle or other items which prevent the Operator from keeping both hands on the steering mechanism or which interferes with the operation of the OHV or obstructs the Operator's view.
- **4.6** OHVs may not be used on County Owned or Controlled Roadways in the pursuit with the intent to hunt or take a game animal except as allowed by the New Mexico State Game Commission.
- 4.7 No Operator shall use any OHV in the pursuit of or harassment of livestock belonging to another person or entity, except in the course of valid agricultural operations, nor in any manner that has a direct negative effect on or interferes with persons engaged in agricultural practices.
- **4.8** OHVs may not be operated on land owned, controlled or administered by the New Mexico State Game Commission or the New Mexico State Parks Division except as specifically authorized by law.

SECTION 5 MISCELLANEOUS

- **5.1** The provisions of this ordinance shall not apply to persons who operate OHVs on privately held land or to OHVs that are:
 - **5.1.1** owned and operated by an agency or department of the United States, the State of New Mexico or a political subdivision of this state;
 - **5.1.2** owned by nonresidents and used in this state only for organized competition purposes, provided that the use is not on a rental basis, unless a holding a valid non-resident permit;
 - **5.1.3** brought into this state by manufacturers or distributors for wholesale purposes and not used for demonstrations;
 - **5.1.4** in the possession of dealers as stock-in-trade and not used for demonstration purposes;
 - **5.1.5** farm tractors, as defined by Section 66-1-4.6, NMSA 1978, special mobile equipment, as defined by 66-1-16, NMSA 1978, or OHVs being used for agricultural operations; or
 - **5.1.6** used exclusively on private closed courses.
- **5.2** This ordinance does not authorize OHV use anywhere other than County Owned or Controlled Roadways and specifically does not authorize operation on private lands or roads without the express permission of the landowner or leaseholder of such lands.

APPROVED AND ADOPTED THIS 13th DAY OF JULY APRIL, 2023

BOARD OF COUNTY COMMISSIONERS LUNA COUNTY, STATE OF NEW MEXICO

ATTEST:

John S. Sweetser, Chairperson Commissioner, District 3	Berenda McWright, County Clerk
Ray J. Trejo, Commissioner, District 1	
Colette M. Chandler, Commissioner, District 2	

LUNA COUNTY, NEW MEXICO

ORDINANCE 76, Third Revised

TAX OBLIGATION FOR LAND TRANSFERS, DIVISION AND/OR RECOMBINATIONS

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY:

SECTION 1.0 SHORT TITLE.

1.1 This Ordinance shall be known and be cited as the Luna County Tax Obligation for Land Divisions and/or RecCombinations.

SECTION 2.0 STATEMENT OF PURPOSE.

2.1 The Luna County Assessor is charged with the responsibility of maintaining current records of property tax assessments. The division of land and recombination of land within Luna County impedes the Assessor's ability to maintain current records of property tax assessments when map code numbers are assigned to parcels prior to the payment of past due and prepaid property taxes. Therefore, it is deemed that any lot split, recombination, or any other division or combination of land within Luna County will only be made on the Assessor's records through or by the assignment of County Assessor map code identification numbers, after the applicant or developer shall have first obtained a Certificate of Taxes Paid issued by the Luna County Treasurer's Office establishing that any existing property tax obligations on the land to be divided or combined

are currently paid. Upon request for certificate, during the current tax year and when tax rates have not been set or tax bills mailed, prepayment of taxes shall be based on the prior tax year's tax rate and will constitute full payment of the taxes for the year during which the certificate is issued.

SECTION 3.0 DEFINITIONS. For the purpose of this ordinance, the following definitions shall apply:

- 3.1 "DIVISION OF LAND": Division of Land, as defined for assessment purposes, is real property broken down into one or more a number of smaller parcels using metes and bounds descriptions or rectangular surveys from a warranty deed, real estate contract, survey plat, etc. These divisions of land can be in smaller parcels than defined in the subdivision ordinance, but cannot be developed or improved on unless the subdivision ordinance and building permit code requirements have been met.
- 3.2 "COMBINATIONS OF LAND": Combination of Land, as defined for assessment Purposes only, is two (2) or more assessments (notices of value) combined for the convenience of the property owner or the Assessor's Office. Example: same property owner owns two (2) subdivision lots adjacent to each other and wishes to receive only one (1) assessment from the Assessor's Office.

SECTION 4.0 SEVERABILITY.

4.1 If any of the provisions, or part thereof, of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given affect effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

SECTION 5.0 ISSUANCE OF CERTIFICATE.

- 5.1 In order for a "Certificate of Taxes Paid" to be issued, all property taxes due or to become due on the land to be divided or combined, for the current tax year or any past tax years, must be paid in full to the County Treasurer.
- 5.2 If certificates are requested pursuant to this section for the prepaid tax year and tax rates have not yet been set or tax bill have not yet been mailed, the Assessor shall determine taxes due on the basis of the prior year's tax rates. This will constitute full payment of the taxes on the real property for the current tax year.

IMPORTANT NOTICE

5.3 The Assessor's Office will require a five (5) day processing period prior to the issuance of the Certificate of Taxes Paid in Advance.

OPTIONAL

5.4 In addition, any property owner transferring ownership during the tax year has the option of pre-paying property taxes for the current year.

APPROVED AND ADOPTED THIS 13th DAY OF JULY, 2023.

BOARD OF COUNTY COMMISSIONERS LUNA COUNTY, STATE OF NEW MEXICO

John S. Sweetser, Chair
Commissioner, District 3

Ray J. Trejo,
Commissioner, District 1

Colette M. Chandler,

Commissioner, District 3

MULTI-SERVICES AGREEMENT BETWEEN LUNA COUNTY AND THE VILLAGE OF COLUMBUS

Luna County Resolution NO. 23-56 Village of Columbus Resolution NO.

THIS MULTI-SERVICES AGREEMENT ("Agreement") is by and between the Luna County Board of County Commissioners ("County") and the Village of Columbus Board of Trustees ("Village"). It establishes the exchange of services and funding between the parties.

The County recognizes the need for rural transportation, and has the ability to address the continuing needs on behalf of the residents of Luna County, including those residents living within and near the Village.

The Village has the ability to provide to Luna County residents living in or near the Village of Columbus, fire protection services, emergency medical services, and recreational services in the form of the operation of the public library and landfill in Columbus.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1.0 Purposes

The purposes of this Agreement is to:

- 1.1 Continue the provision of rural transportation services for Columbus residents through Corre Caminos;
- 1.2 The provision of fire protection for Luna County residents in and near the Village;
- 1.3 The provision of emergency medical services for Luna County residents in and near the Village;

- 1.4 The provision of recreational services to Luna County residents in and near the Village by operation of the public library in Columbus;
 - 1.5 The operation of a landfill in Columbus.

2.0 Duties and Obligations

2.1 Corre Caminos Program

The County shall negotiate for the continued availability of rural transportation services for Village residents living in the vicinity of the Village of Columbus through the Corre Caminos program with the Village serving as the delivery point for the services.

The Village shall pay the County \$10,000.00

2.2 Fire Protection Program

The Village shall provide fire protection services for Luna County residents living in the vicinity of the Village of Columbus by the Columbus Volunteer Fire Department and the funds paid by the County hereunder shall be used for operational expenses not including salaries, wages or stipends for fire protection services.

The County shall pay the Village \$20,000.00

2.3 Emergency Medical Services

The Village shall provide emergency medical services for Luna County residents living in the vicinity of the Village of Columbus by the Columbus Volunteer Fire Department and the funds paid by the County hereunder shall be used for operational expenses not including salaries, wages or stipends for volunteer emergency medical services.

The County shall pay the Village \$50,000.00

2.4 Recreation – Public Library

The Village shall provide recreation for Luna County residents living in the vicinity of the Village by operation of the public library in Columbus.

The County shall pay the Village \$8,000.00

2.5 Public Landfill

The Village provides for the health and welfare of Luna County residents living in the vicinity of the Village by operation of a public landfill in Columbus.

The County shall pay the Village \$30,000.00

3.0 Reporting Requirements

To track and measure the efficacy of County funding during the term(s) of this Agreement, the Village shall file with the Luna County Manager, or his designee, quarterly reports on or before October 15, January 15, April 15, and July 15 of each year this Agreement is in effect, as follows:

3.1 Fire and EMS Services

Volume for the number of calls for and responses to fires, rescue, emergency medical services, hazardous conditions and false alarms; the number of volunteers and vehicles responding; the time spent on each response and any inspection reports or notices of violation.

3.2 Recreation - Library

The days and hours of operation; the number of residents utilizing the library, separated by adults and children (under the age of 18); the number of employees working each shift; the number of media (books, magazine, online) used; and any inspection reports or notices of violation.

3.3 Health and Safety - Landfill

The days and hours of operation; the number of vehicles entering the facility to deposit refuse; the volume by ton of refuse and waste collected; the date and duration of community cleanups conducted; the number of employees and volunteers participating in cleanups; the volume by pounds collected during each cleanup; if recycling is undertaken, the number of vehicles or residents depositing material for recycling; and pounds of materials diverted from the landfill for recycling; and any inspection reports or notices of violation.

3.4 Invoicing

Along with the Quarterly Reports for each of the separate activities, the Village will attach invoices or receipts for expenditures related to that activity and an invoice for payment to the Village from the County for 25% of the approved payment amounts for each separate activity.

4.0 Term of Agreement

- 4.1 The initial term of this Agreement shall be annually beginning on July 1, 2023, through June 30, 2025, unless amended or terminated by either party and provided herein.
- 4.2 This Agreement shall remain in effect as long as all of the terms and conditions of this Agreement are met and may be extended for two (2) additional annual terms by the County providing written notice to the Village of such intent and written acceptance by the Village. Such notice will be delivered not earlier than May 1 and no later than June 15 in any year in which it is in effect.

4.3 This Agreement may be terminated by either party by delivery of written notice to the other party at least thirty (30) days prior to the proposed termination date.

4.4 This Agreement and any amendments thereto must be approved by both the Luna County Board of County Commissioners and the Village of Columbus Board of Trustees.

5.0 Books and Records

5.1 Pursuant to Section 11-1-4D, NMSA 1978, this Agreement requires strict accountability of all receipts and disbursements.

5.2 The records of all transactions maintained by either party shall be open for inspection and audit at reasonable times by the other party or their designee and in accordance with all applicable laws, including the Audit Act, Sections 12-6-1 through 12-6-4-14, NMSA 1978.

5.3 Any notice of termination, request, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (1) when delivered in person to the representative of the parties listed below; (2) upon receipt when mailed by overnight courier service, mailed first-class certified or registered mail, return receipt requested and addressed to the party at the address below; (3) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below; or (4) upon read receipt if sent by e-mail to the representative of the parties listed below:

Village of Columbus

Esequiel Salas Mayor 214 W. Broadway Columbus, NM 88029 Phone: (575) 531-2663

E-mail:

mayorsalas@historicvillageofcolumbus.org

Luna County

Chris A. Brice, County Manager 700 S. Silver St. Deming, NM 88030 Phone: (575) 546-0494

E-mail:

chris brice@lunacountnm.us

Such addresses and contact information may be changed from time to time by either party by providing written notice as provided above.

6.0 Execution Authority

By their signatures below, each signatory certifies that they are properly authorized as an agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

7.0 Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization by the Luna County Board of County Commissioners and the Village of Columbus Board of Trustees for the performance of this Agreement.

If sufficient appropriations and authorization are not made by the respective governing bodies, this Agreement shall terminate immediately upon delivery of written notice to the other party. The governing body's decision as to whether sufficient appropriations are available shall be accepted by the other party as final.

8.0 Independence of Parties

Employees of Village are not, nor shall they be deemed to be, employees of the County. Employees of County are not, nor shall they be deemed to be, employees of the Village.

9.0 Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof and, upon approval by the Secretary of Finance and Administration cancels and supersedes all prior agreements, resolutions and other declarations regarding the subject matter contained herein.

Done at Deming, New Mexico this day of July, 2023		
Luna County Board of County Commissioners		
	ATTEST:	
John Sweetser, Chairperson Commissioner, District 3	Berenda McWright, County Clerk	
Ray Trejo, Commissioner, District 1		
Colette Chandler, Commissioner, District 2		

Done at Colu	mbus, New Mexico the	day of July, 2023.
Village of Columbus	A	ΓΤΕST:
Esequiel Salas, Mayor	Oı	mar Carreon, Village Clerk

CITY OF DEMING AND LUNA COUNTY MULTI-SERVICES AGREEMENT 2023-2025

Luna county resolution no. 23-57 city of deming resolution no. 23-14

The City of Deming agrees to pay Luna County as follows:

Care of City Detainees:

- a) City of Deming will pay \$65.00 per detainee per day towards the operation and detention of city arrests and municipal prisoners (City Detainee). Juveniles will be charged based on the arresting agency and will be a pass-through of actual charges incurred at the juvenile holding facility.
- b) The definition of a City Detainee being:
 - 1. At the time of booking, an individual in the custody of a City Police Officer being charged either under state statute and/or municipal code.
 - 2. Individuals arrested under a mix of municipal, magistrate or district outstanding warrants shall be deemed City Detainees by virtue of at least one municipal warrant.
 - 3. Individuals arrested under a single or multiple municipal outstanding warrant by the Luna County Sheriff's Office.
 - 4. Individuals sentenced by order of the municipal judge.
- c) The definition of Non-City Detainee being:
 - 1. Individuals arrested and booked by City Police under magistrate or district outstanding warrants only. Individuals sentenced by order of the magistrate judge; or those prisoners bound over on only state charges.

Consolidated Dispatch:

The City of Deming will pay Six Hundred Thirty Thousand dollars (\$630,000) for consolidated dispatch service. Payment will be made in equal quarterly installments of one hundred fifty seven thousand five hundred dollars (\$157,500) to be paid on the 15th day of the third month of each fiscal year quarter. Luna County agrees to establish a dispatch advisory board to evaluate operations, expenditures, training, operational improvements and performance. The board will consist of two representatives from the City, two from Luna County, and one at large. Quarterly meetings will be held at a minimum unless more frequent meetings are requested by either party.

Planning: TBD and negotiated

CITY OF DEMING AND LUNA COUNTY MULTI-SERVICES AGREEMENT 2023-2025

Luna County agrees to pay the City of Deming as follows:

Library:

Luna County will pay the City of Deming Thirty-Five Thousand, Five Hundred Dollars (\$35,500.00) toward the operation costs of the library. Payment will be made in equal quarterly installments of \$8,875 to be paid on the 15th day of the third month of each fiscal year quarter. The library will be available for the use of County residents on the same terms and conditions as City residents.

Recreation:

Luna County will pay the City of Deming Thirty Thousand Dollars (\$30,000) toward salaries and operational costs for recreation programs including but not limited to Summer Recreation Programs, Sam Baca Aquatic Center, Youth Football, Youth Soccer, etc... so that residents in the unincorporated areas can enjoy all City recreational services on the same terms and conditions as City residents. Payment will be made in equal quarterly installments of \$7,500 to be paid on the 15th day of the third month of each fiscal year quarter.

Solid Waste Management:

Luna County will pay One Hundred Sixty-Five Thousand Dollars (\$165,000) toward the operation of the City's Transfer Station so that County residents can use these facilities on the same terms and conditions as City residents. Payment will be made in equal quarterly installments of \$41,250 to be paid on the 15th day of the third month of each fiscal year quarter. The County will operate solid waste collection points at various convenient locations throughout the County to encourage County residents to properly dispose of their refuse in these controlled locations. In addition, the County will pay tipping fees at Butter Field Trail Landfill in the amount of One Hundred Forty Thousand Dollars (\$140,000) per year under the same payment terms as listed above. In the event the County outsources collection of refuse from these collection points, the awarded contractor will be responsible for tipping fees as defined in any future contract with the County.

Ambulance/EMS:

Luna County will pay the City of Deming Three Hundred Eighty Thousand Dollars (\$380,000) for ambulance/EMS services in the unincorporated areas of the County. Payment will be made in equal quarterly installments of \$95,000 to be paid on the 15th day of the third month of each fiscal year quarter. The City will provide a report to Luna County once annually during March of each fiscal year detailing the number of County residents living in unincorporated areas of the County who received services from Deming Ambulance/EMS.

Fire:

Fire support to be decided by a Mutual Aid Agreement as a separate document.

CITY OF DEMING AND LUNA COUNTY MULTI-SERVICES AGREEMENT 2023-2025

Term of Agreement-The term of this agreement shall be annually beginning July 1, 2023 through June 30, 2025, unless amended or terminated by either party as hereinafter provided. The Agreement shall remain in effect so long as all terms and conditions of this Agreement are met. Either party may terminate or amend this Agreement by delivery of written notice to the other party at least thirty (30) calendar days prior. Amendments must be approved by both the Luna County Board of Commissioners and the City of Deming Council.

DONE AT LUNA COUNTY, NEW MEXICO, on this 20th day of June 2023

Date: June 202023 OF DE ATTEMENT For: LUNA COUNTY, NEWMEXICO	Mary Jo Valdez, CMC Municipal Clerk
Date:	By: John Sweetser, Chair Board of County Commissioners
ATTEST:	Berenda McWright, County Clerk

Be it remembered that at the Regular Meeting of the Board of County Commissioners of Luna County in Deming NM on the 13th day of July, 2023, the following proceedings were had and entered of record.

RESOLUTION 23-58

A RESOLUTION AUTHORIZING FILING AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD

WHEREAS, Luna County, NM ("Governmental Unit") is a qualified entity made under the New Mexico Finance Authority Colonias Infrastructure Act, Section 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the Luna County Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, Luna County proposes to seek funding for design improvements; roads/drainage infrastructure to include project management, topographic and utility survey, geotechnical investigation, preliminary and final design, preliminary and final drainage report, and legal descriptions for Overhill Drive, Antelope Trail, Blue Mound Road, Melody Lane, Twilight Trail, Neilson Way, Arrowhead Drive, Highland Drive, Greentree Drive, and Fairfield Drive within the Keeler Farm Colonias; and

WHEREAS, Luna County seeks to apply for financial assistance from the Colonias Infrastructure Fund; and

WHEREAS, Keeler Farm is a designated Colonias in Luna County; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Luna County, New Mexico, that the filing of an application to the NMFA 2022 Colonias Infrastructure Fund for street and drainage improvements design for the above-mentioned roadways; and

BE IT FURTHER RESOLVED, that Luna County assures and certifies that it will comply with the regulations, policies, guidelines, loan and match requirements and any requirements with respect to the acceptance and use of the Colonias Infrastructure Fund Program; and

BE IT FURTHER RESOLVED, that Luna County's Board of Commissioners is hereby designating Chris Brice, County Manager, as Luna County's representative to act on behalf of this application.

Done at Deming, New Mexico this 8th day of June 2023

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo, Commissioner, District 1	Berenda McWright, County Clerk
Colette M. Chandler, Commissioner, District 2	
John S. Sweetser, Chairperson Commissioner, District 3	

MAVERICK ESTATES SUBDIVISION VACATION

VACATION OF LOTS 1 THROUGH 26 OF THE MAVERICK ESTATES SUBDIVISION A TRACT OF LAND SITUATED IN THE E½SW¼SE¼ AND THE SE¼SE¼ OF SECTION 30, T24S, R9W, N.M.P.M., LUNA COUNTY, NEW MEXICO

PRELIMINARY **DEMING RANCHETTES UNIT 82** MONTE ROAD 1742 181 N89°32'38"H REC #2021-05099 NR9°21'32"I UNIT 282.02 RANCHETTES GOLDS 01N REC #2022-072 DEMING VACATED LOTS AND ROADS 57.923 ACRES S88°49'45"W 312,38 AQUILAR REC#2021-01801 MAYEIFLD 50°48'49"E S¼ COR SEC. 30 679.60 2038.95 N88*36'00"E

LUNA COUNTY PLANNING APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE LUNA COUNTY PLANNING DEPARTMENT IN ACCORDANCE WITH STATUE IT CONCURS THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR

LUNA COUNTY PLANNER

BOARD OF COUNTY COMMISSIONERS APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO, REVIEWED, AND APPROVED BY THE BOARD OF COUNTY COMMISIONING OF LUNA COUNTY AND IS HEREBY APPROVED FOR FILING WITH THE COUNTY CLERK.

CHAIRMAN

UTILITY COMPANY REVIEW: COPIES OF THIS PLAT HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES.

COLUMBUS FLECTRIC COOPERATIVE INC.

ATTEST: LUNA COUNTY CLERK

DATE:_

CENTURYLINK

DATI

LUNA COUNTY CLERK

RECEPTION NO.

STATE OF NEW MEXICO) CABINET NO. SLIDE NO. COUNTY OF LUNA)

I HEREBY CURTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD

ON THIS___ DAYOF AND DULY RECORDED IN PLAT RECORDS

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF LUNA----- ISS

THIS INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS ____ DAY OF_

SHALYN G. COLLINS (OWNER)

NOTARY PUBLIC

MY COMMISSION I XPIRES

BASIS OF HEARING S88736'90"W ALONG THE SOUTH LINE OF SECTION 30 AS PER PLAT GRAPHIC SCALE

1 inch = 200 (t.

DOCUMENTS USED MAVERICK ESTATES PLAT CABINET B, SLIDE 36

PROPERTY CORNERS FND

#5 STL ROD NO LD OR AS INDICATED

THE FOLLOWING METES AND BOUNDS DESCRIPTION IS THE RESULT FROM THE VACATION OF MAVERICK ESTATES SUBDIVISION AS RECORDED IN CABINET B. SLIDE 36.

DESCRIPTION

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (E%SW/4SE//) AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4SE//) OF SECTION 30, T24S, R9W OF THE N.M.P.M., LUNA COUNTY, NEW MEXICO AND BEING DESCRIBED AS

BEGINNING AT THE SE CORNER OF THE TRACT HEREIN DESCRIBED, WHICH POINT IS THE SE CORNER OF SAID SECTION 30: THENCE S88°36′00″W, ALONG THE SOUTH LINE OF SAID SECTION 30. 2038 95 FEET TO THE SW CORNER OF THIS TRACT; THENCE NO 11'20"W, ALONG THE WEST LINE OF SAID EXSWINSE' OF SECTION 30, 1346,30 FEET TO THE NW CORNER OF THIS TRACT; THENCE N89°32'38"E, ALONG THE SOUTH RIGHT-OF-WAY OF MONTE ROAD, 1742,18 FEET TO THE NE CORNER OF THIS TRACT; THENCE S0°48'46"E, 299-12 FEET TO A POINT; THENCE NB9°21'32"E, 282,02 FEET TO A POINT; THENCE S0°48'49"E, ALONG THE WEST RIGHT-OF-WAY OF MAVERICK ROAD, 656 24 FEET TO A POINT; THENCE \$88°49'45"W 312.38 FEET TO A POINT; THENCE S0°48'49"E, 299.52 FEET TO A POINT; THENCE N88°36'00"E, 312.39 FEET TO A POINT; THENCE S0°48'49"E, 60,00 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 57,923 ACRES MORE OR LESS AND IS SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS

CERTIFICATION

Deming, Luna County, New Mexico, February 18th, 2023; I, Miguel I chavarria, hereby certify that I am the Registered Land Surveyor who prepared this plat from notes of an actual survey conducted by me or under my direct supervision and that the same are true and correct to the best of my knowledge and belief. This plat meets the Minimum Requirements of the Standards for Land Surveys in New Mexico.

Professional Land Surveyor

LS 25340

County of Luna

Ray J. Trejo Commissioner, District 1

Colette M. Chandler Commissioner, District 2



John S. Sweetser Chair, District 3

Chris A. Brice County Manager

700 South Silver Avenue · Post Office Box 551 · Deming, New Mexico 88031 Telephone (575) 546-0494 Facsimile (575) 544-4293 lunacountynm.us

May 31, 2023

Robert J. King 3800 Halcyon Dr. Huntersville, NC 28078

Re: Vacation of Maverick Estates Plat

To Whom It May Concern:

This letter is being sent pursuant to Section 7.4.4(b) of Luna County Ordinance 56 – Luna County Subdivision Regulations to notify you that a public hearing will be held on Thursday, July 13, 2023 at 10:00 a.m. in the Commission Chambers of the Luna County Courthouse, 700 S. Silver Avenue, Deming, New Mexico 88030.

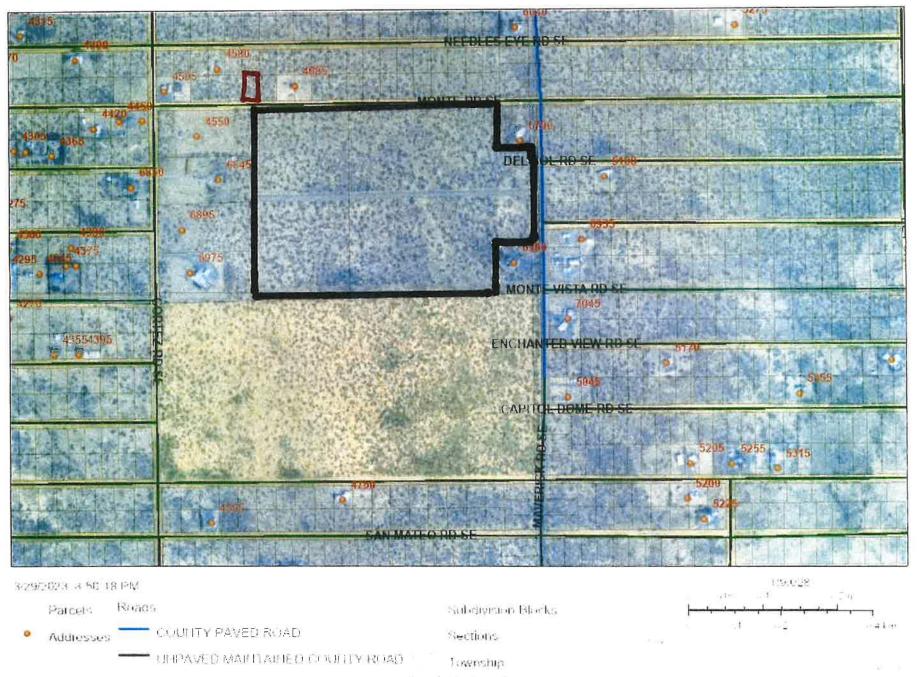
The purpose of the public hearing is to consider the request to vacate the plat for the Maverick Estates subdivision submitted by the developer and owner of all parcels within the subdivision, Shalyn Holt. Your property is considered contiguous to the subdivision thereby entitling you to receive this notice and to attend the public hearing and offer any comments with the Board of County Commissioners to consider.

Attached is map with the Maverick Estates outlined in black and your contiguous parcel outlined in red.

If you have any questions, please contact the County Attorney, Charles C. Kretek, at Charles kretek a lunacountynm.us or Planning Department Supervisor, Lupita Hernandez, at planning admin a lunacountynm.us.

Sincerely,

Lupita Hernandez



County of Luna

Ray J. Trejo Commissioner, District 1

Colette M. Chandler Commissioner, District 2



John S. Sweetser Chair, District 3

Chris A. Brice County Manager

700 South Silver Avenue · Post Office Box 551 · Deming, New Mexico 88031 Telephone (575) 546-0494 Facsimile (575) 544-4293 lunacountynm.us

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County of Luna

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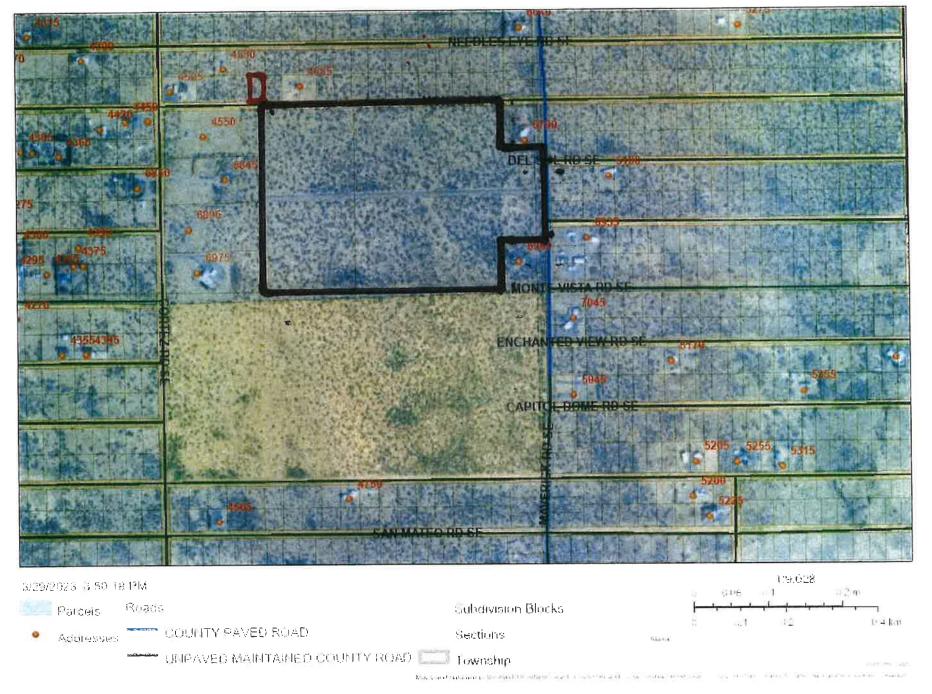
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Lupita Hernande



County of Luna

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May 31, 2023

Marie Samuels 314 S. 184th St. Bronx, NY 10458

Re: Vacation of Maverick Estates Plat

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John S. Sweetser Chair, District 3

Chris A. Brice County Manager

700 South Silver Avenue · Post Office Box 551 · Deming, New Mexico 88031 Telephone (575) 546-0494 Facsimile (575) 544-4293 lunacountynm.us

May 31, 2023

Genevieve Morgan PO Box 1121 Deming, NM 88031

Re: Vacation of Maverick Estates Plat

To Whom It May Concern:

This letter is being sent pursuant to Section 7.4.4(b) of Luna County Ordinance 56 – Luna County Subdivision Regulations to notify you that a public hearing will be held on Thursday, July 13, 2023 at 10:00 a.m. in the Commission Chambers of the Luna County Courthouse, 700 S. Silver Avenue, Deming, New Mexico 88030.

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Sincerely.

Lupita Hernandez



County of Luna

Ray J. Trejo Commissioner, District 1

Colette M. Chandler Commissioner, District 2



John S. Sweetser Chair, District 3

Chris A. Brice County Manager

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May 31, 2023

Betty A. Beck PO Box 972 Linwood, NC 27299

Re: Vacation of Maverick Estates Plat

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Johnnie Warfford PO Box 972 Linwood, NC 27299

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May 31, 2023

Lisa VanDerLaan 1425 E. 2nd A4 T or C, NM 87901

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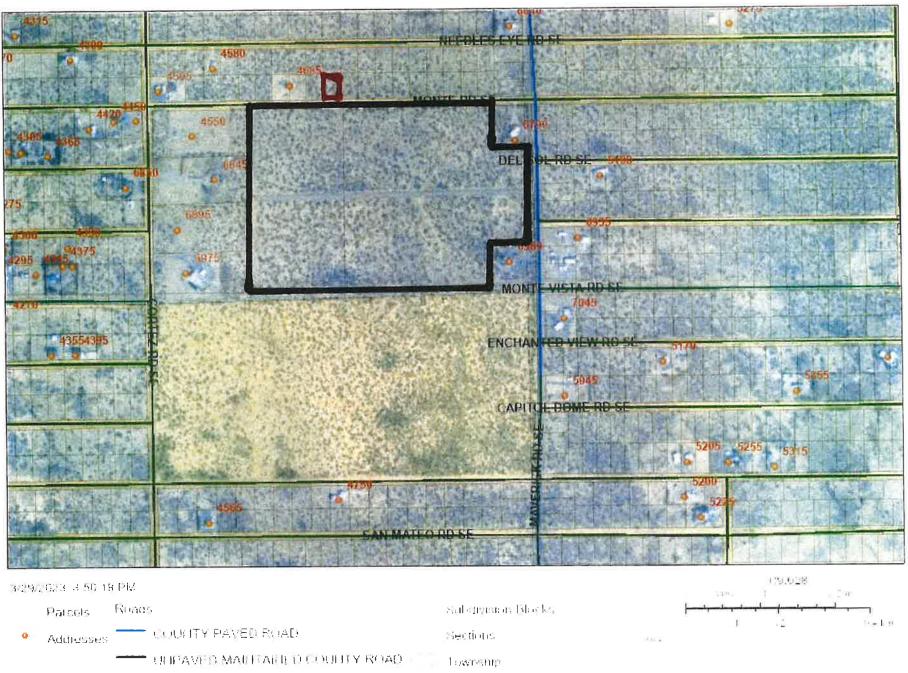
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May 31, 2023

Sheryl Adcock 5100 Del Sol SE Deming, NM 88030

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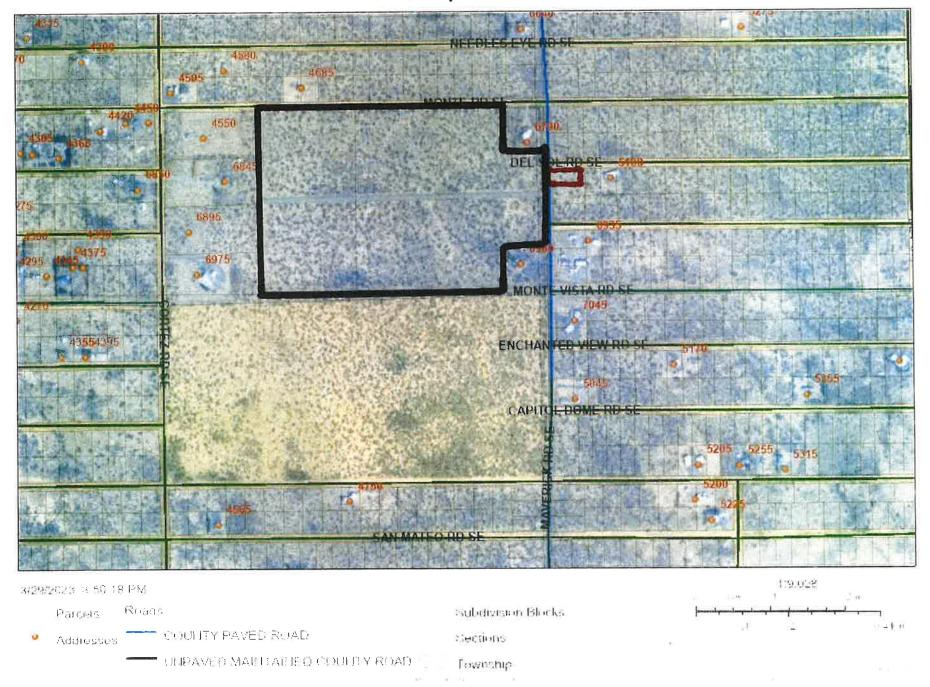
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May 31, 2023

Norma Stratton 5522 Yarra Valley Las Vegas, NV 89139

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May 31, 2023

Gary Gustafson 556 Falcon Ridge Way Bolingbrook, IL 60440

Re: Vacation of Maverick Estates Plat

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Rosi Gustafson 556 Falcon Ridge Way Bolingbrook, IL 60440

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May 31, 2023

Larry William Hosking 6935 Maverick Rd SE Deming, NM 88030

Re: Vacation of Maverick Estates Plat

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Betty Jo Lupien Danielson 1220 Parker Dr. Longmont, CO 80501

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May 31, 2023

Diana Mayfield PO Box 1687 Deming, NM 88031

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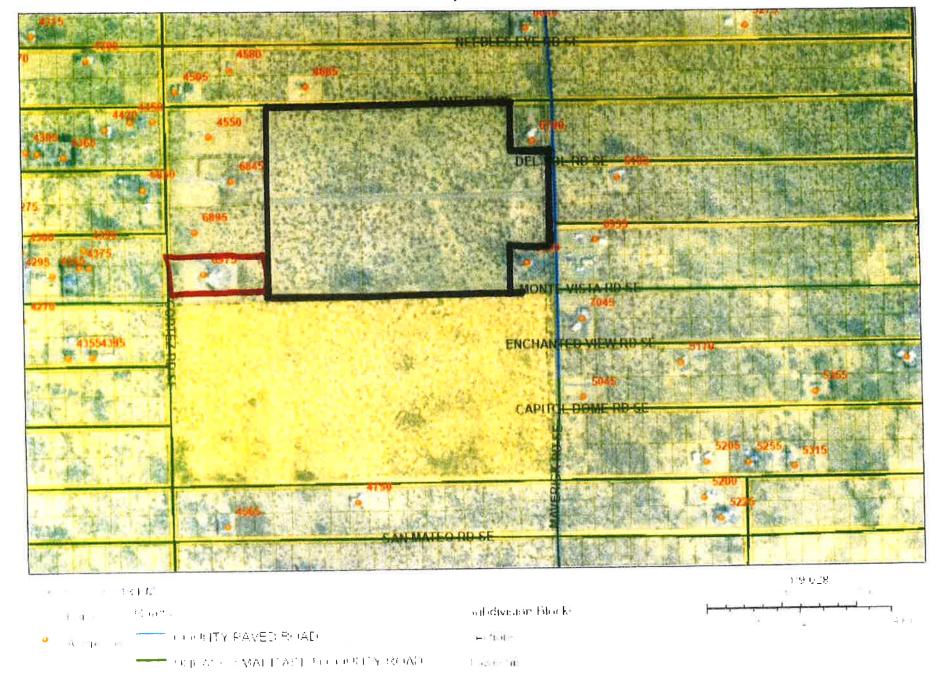
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Marlene Mayfield PO Box 1687 Deming, NM 88031

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May 31, 2023

Charles Delp PO Box 533 Bennett, CO 80102

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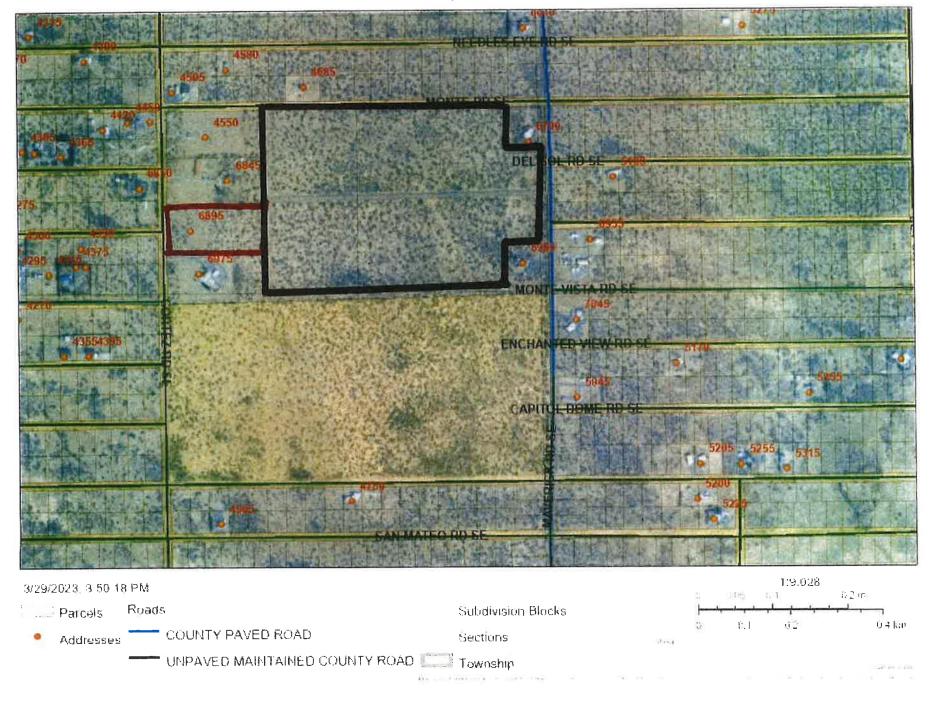
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May 31, 2023

Stacy Goldstein 5045 Capital Dome Rd. Deming, NM 88030

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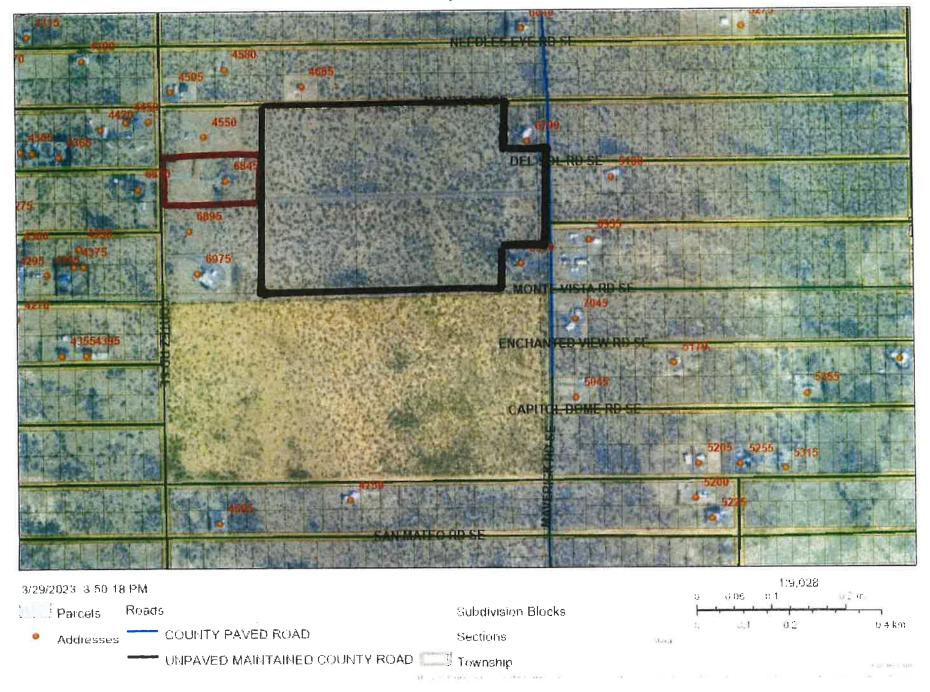
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May 31, 2023

Cheyenne Morgan 3441 Stony Meadows Circle NE Rio Rancho, NM 87144

Re: Vacation of Maverick Estates Plat

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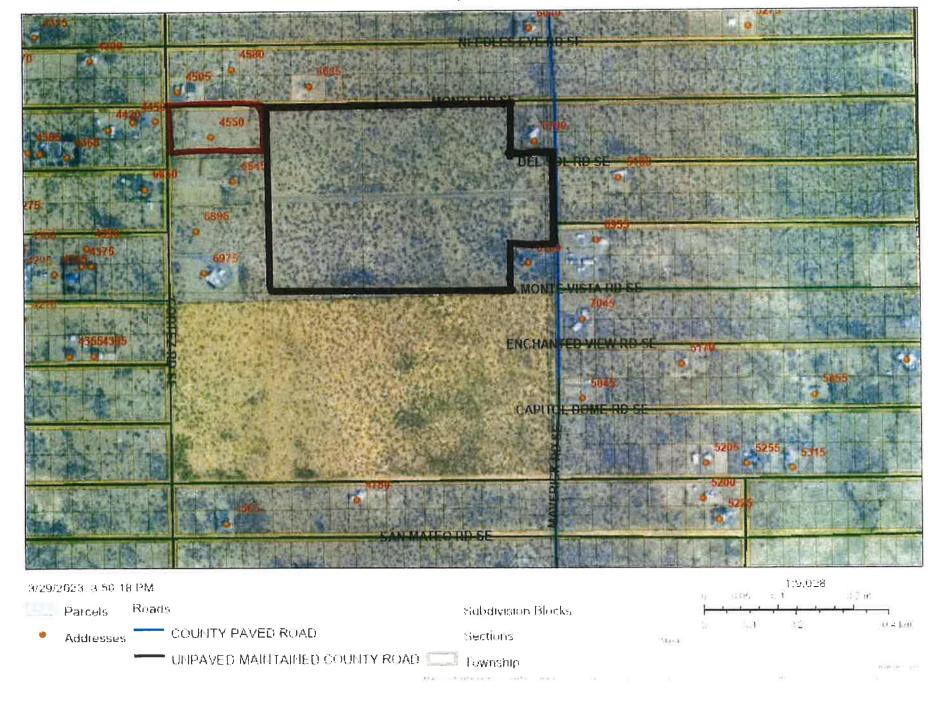
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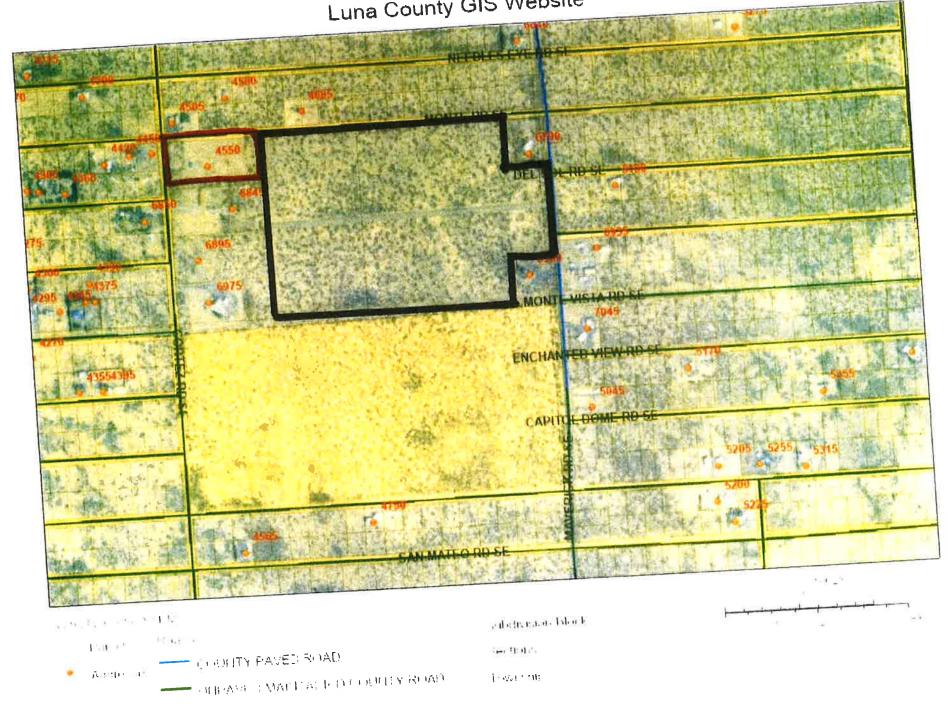
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Jessica Aguilar 408 W. 2nd St. Deming, NM 88030

Re: Vacation of Maverick Estates Plat

To Whom It May Concern:

This letter is being sent pursuant to Section 7.4.4(b) of Luna County Ordinance 56 – Luna County Subdivision Regulations to notify you that a public hearing will be held on Thursday, July 13, 2023 at 10:00 a.m. in the Commission Chambers of the Luna County Courthouse, 700 S. Silver Avenue, Deming, New Mexico 88030.

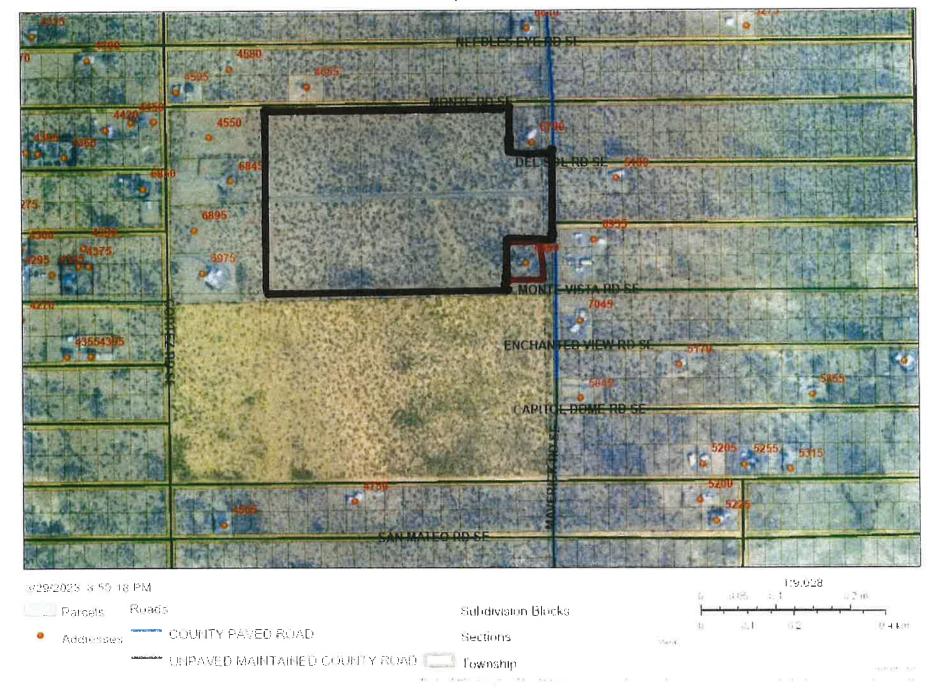
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Attached is map with the Maverick Estates outlined in black and your contiguous parcel outlined in red.

If you have any questions, please contact the County Attorney, Charles C. Kretek, at Charles kretek@lunacountynm.us or Planning Department Supervisor, Lupita Hernandez, at planning admin@lunacountynm.us.

Sincerely.

Lupita Hernandez



County of Luna

Ray J. Trejo Commissioner, District 1

Colette M. Chandler Commissioner, District 2



John S. Sweetser Chair, District 3

Chris A. Brice County Manager

700 South Silver Avenue · Post Office Box 551 · Deming, New Mexico 88031 Telephone (575) 546-0494 Facsimile (575) 544-4293 lunacountynm.us

May 31, 2023

David Chuca 408 W. 2nd St. Deming, NM 88030

Re: Vacation of Maverick Estates Plat

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■ INFASS : MAPT ACRETIC COURTY ROAD
1 Set at

County of Luna

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May 31, 2023

Daniel Harrison PO Box 371 Deming, NM 88031

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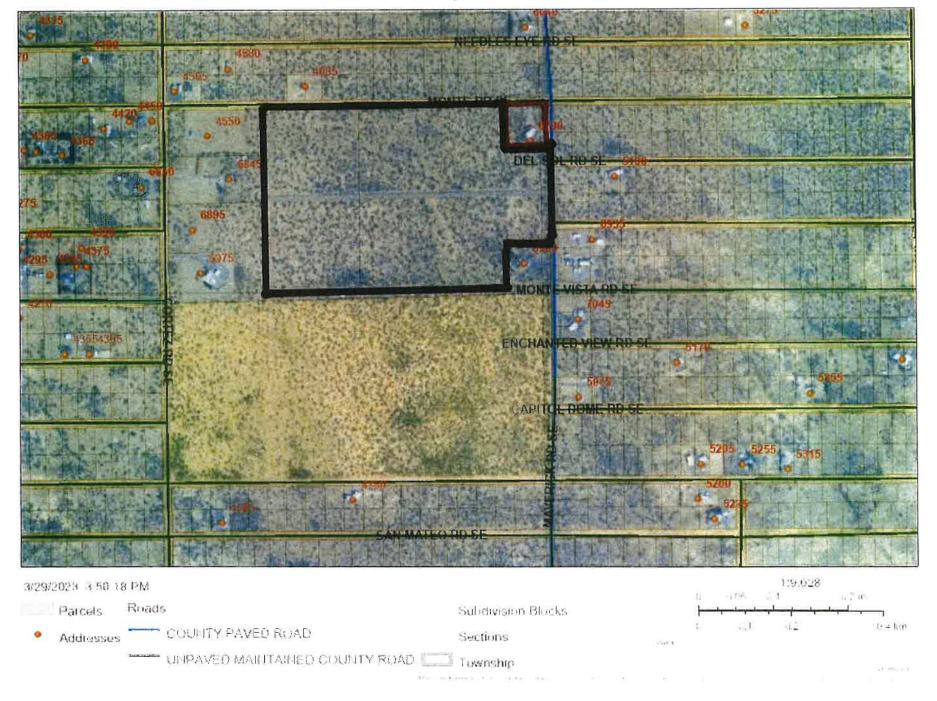
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May 31, 2023

Ine Adcock 5100 Del Sol SE Deming, NM 88030

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May 31, 2023

Karen William 120 10th St. Phillipsburg, KS 67661

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May 31, 2023

Bryan B. Baker 120 10th St. Phillipsburg, KS 67661

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May 31, 2023

Valeria N. Clark 520 Whitehaven CRES Chesapeake, VA 23325

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May 31, 2023

Stacy D. Kennedy 595 W. Valencia St. Rialto, CA 92376

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May 31, 2023

Max A. Goyke 16542 Ventura Circle Clinton Township, MI 48038

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Luna County GIS Website



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May 31, 2023

Trag R. Daenilys 1425 E. 2nd A4 T or C, NM 87901

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MAVERICK ESTATES SUBDIVISION VACATION

VACATION OF LOTS 1 THROUGH 26 OF THE MAVERICK ESTATES SUBDIVISION A TRACT OF LAND SITUATED IN THE E1/SW1/SE1/4 AND THE SE1/SE1/4 OF SECTION 30, T24S, R9W, N.M.P.M., LUNA COUNTY, NEW MEXICO

PRELIMINARY DEMING RANCHETTES UNIT 82 LUNA COUNTY PLANNER MONTE ROAD BOARD OF COUNTY COMMISSIONERS APPROVAL THIS PLAT HAS BEEN SUBMITTED TO, REVIEW ID AND APPROVED BY MARHISTA NOTIFICAL STREET 889721727E ATTEST: LUNA COUNTY CLERK RANCHETTES FOLLOWING UTILITY COMPANIES COLTINUIUS ELL CHRIC COOPERATIVE INC VACATEDI LOTS AND ROADS CLNTERYLINK 57.923 ACRES 10 (th 81 (mind 2 / 20 kg) LUNA COUNTY CLERK. 112 (38) 21 MCDHION AU 94 AT NO COUNTY OF LUNA) ON HIIS OYTOCK AND DULY RECORDED IN PLAT RECORDS SW COR ACKNOWLEDGEMENT STATE OF NEW MEXICO COUNTY OF LUNA-in-

> THE FOLLOWING METES AND BOUNDS DESCRIPTION IS THE RESULT FROM THE VACATION OF MAVERICK ESTATES SUBDIVISION AS RECORDED IN CABINET B, SLIDE 36.

DESCRIPTION

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHFAST QUARTER (E1-SW1/SE1-) AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1-SE1-4) OF SECTION 30. 124S 393V OF THEN MIP MED VINA COUNTY, NEW MEXICO AND BUING DESCRIBED AS

BEGINNING AT THE SECORMER OF THE TRACT HEREIN DESCRIBED, WHICH POINT IS THE SECORMER OF SAID SUCTION 30, THE NOTE SERVICION, ALONG THE SOLDH LINE OF SAID SUCTION 30, 2038 95 FIRST TO THE SW. CORNER OF THIS TRACT; THENCE NOTIFIED W. ALONG THE WEST LINE OF SAID 22 SW 25123 OF SECTION 30, 146.30 FEFT TO THE NW CORNER OF THIS TRACT; THENCE NSF2238FE ALONG THE SOUTH RIGHT-OL-WAY OF MONTE ROAD, 1742 IN LETTED THE RECORDER OF THIS TRACT; HENCE SAMMAGE, 29 912 FEFT TO A POINT; HENCE SAMMAGE, SAMMAGE, 29 12 FEFT TO A POINT; HENCE SAMMAGE, NSF2212721 287 911-111 FOR POINT; HENCE SAMMAGE. ALONG THE WEST RIGHT-DE-WAY OF MAY BRICK ROAD, 656-24 FEET TO A POINT: THENCE SRS*49/45*W. 312 38 FEET TO A POINT, THENCE 30 48/40"E, 200 52 FEET TO A POINT THENCE N88/36/00" E 312 30 FEET TO A POINT THENCE SPANGER, 60 OFFE LEED TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 57 933 ACRES MORE, OR LESS AND IS SUBJECT TO RESERVATIONS, RESTRICTIONS AND FASEMENTS.

LUNA COUNTY PLANNING APPROVAL

THIS PLACTICS BUT IN SUBMITTED TO AND CHIPCKED BY THE CUNA COUNTY PLANNING DEPARTMENT IN ACCORDANCE WITH STATUL IT CONCURS THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR

THE BOARD OF COUNTY COMMISION, RS OF LUNA COUNTY AND IS HEREBY APPROVED FOR FILING WITH THE COUNTY CELEK

UTILITY COMPANY IU VIEW; COPPES OF THIS PLAT HAVE BEEN SUBMITTED TO THE

STATE OF NEW MEXICO). CABINET NO _____ SLIDE NO ____

THEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD. DAY OF 10

SHALLYN G COLLINS (OWNER)

MY COMMISSION EXPIRES



1 inch = 200 ft. Вуштра

DOMESTIC STORY MAYING KISIMIS PLAT

Daming, Lines County, New Mexico, February 10th, 2023. 1. Migned Echanseria, bereby comby ritual Fam the Heginami Land Streeger who prepared this plot from neets of an actual source conducted by me of under my direct supervision and that the same are true and correct in the best of my knowledge and helief. This plat meets the Minimum Requirements of the Standards for Land Surveys in New Mexico

Professional Land Surveyor

	Indigent Hospi	tal Clain	ns Office	-				
	Chris A. Brice,	County Ma	ınager					
	IHC Board Me	eting June 8, 20	023					
Month	Number	Amount	Number	Denied				
January	2	\$1,544.97	0	\$0.00				
Feburary	5	\$20,133.68						
March	7	\$23,418.02						
April	5	\$12,293.87						
May	6	\$27,921.83						
June	1	\$1,338.93						
July	0	\$0.00						
August	0	\$0.00						
September	0	\$0.00						
October	0	\$0.00						
November	0	\$0.00						
December	0	\$0.00						
Total	26	\$86,651.30	0	\$0.00				
This Month's Total	Mimbres M	\$0.00						
This Month's Total	Gila Region	\$0.00						
This Month's Total	Memorial	\$0.00						
This Month's Total	Deming F	\$0.00						
This Month's Total	All Ot	\$1,338.93						
Total								
Year to Date Total	Mimbres M	\$64,455.37						
Year to Date Total	All Oth	\$0.00						
Year to Date Total	Deming F	\$0.00						
Year to Date Total	All Ot	\$22,495.93 \$86,951.30						
Total	l'otal							
Care of Prisoners Thi	\$191,111.83							
Care of Prisoners Yea	\$1,090,727.67							
Care of Prisoners Yea	\$34,274.04							
Care of Prisoners Yea	\$301,955.98							
Total Cost of Care of	\$1,426,957.69							
Monies Received - J	\$97,442.03							
Balance in IHC Fund	\$1,609,921.81							
Encumbrances as of J	June 30, 2023			\$13,009.19				
		Date	Amount	Amount				
			Approved	Denied				
	Signatures	7/13/2023	\$1,338.93					
Ray J. Trejo		15/						
Colette M. Chandler								
John S. Sweetser								

	IHC Board Meeting												
July 13, 2023													
Case Number	ММН	MMC	Gila Regional	MVRMC	Deming EMS	Elite Medical	Other Services		Comments	Denied Claims			
8113							\$1,338.93	Three Crosses RMC					
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,338.93			\$0.00			
Total	\$1,338.93												