

COUNTY OF LINCOLN

Todd F Proctor, Chairman
Jon F Crunk, Vice-Chairman
Samantha J Serna, Member
Pierre S Pfeffer, Member
Mark G Fischer, Member



Walter Hill, Assessor
Shannan Hemphill, Clerk
Rhonda Burrows, Probate Judge
Michael Wood, Sheriff
Sherrie Huddleston, Treasurer

County Manager, Makayla Zonfrilli

AGENDA

Board of County Commissioners – Regular Meeting

November 14, 2023 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM

<https://us02web.zoom.us/j/86507290687?pwd=aXd5UTNQSIkLRWYwVjB3MXhrZGxETU09>

Meeting ID: 865 0729 0687

Passcode: 539343

One tap mobile

+12532158782

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
 - a. Pledge – U.S.A. Flag
 - b. Salute – N.M. Flag (“I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures”)
5. Approval of Agenda
6. Approval of Minutes:
 - a. October 17, 2023, Regular Commission Meeting
7. Canvassing of the Vote – General Election of November 7, 2023
8. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer’s Financial Report for the Month ending October 31, 2023
 - c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - d. Approval of Required 2024 Operational Resolutions:
 - i. Resolution 2024-27 – Open Meetings Act
 - ii. Resolution 2024-28- Establishing 2024 Regular Commission Meetings

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

November 14, 2023

Page 1

- iii. Resolution 2024-29- Establishing 2024 County Official Holiday Calendar
- iv. Approval of 2024 Committee Meeting Schedules – (a) Lincoln Historic Preservation Board, (b) Lodger’s Tax Committee and (c) Land & Natural Resources Committee (LANRAC)

9. Approval of Resolution 2024-25 for FY 23-24: Deer Park Valley Loan Payoff

10. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-26

11. Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District
- b. Lincoln County / NMSU Extension Services
- c. South Central Mountain RC & D
- d. Upper Hondo Soil & Water Conservation District
- e. Land & Natural Resources Advisory Committee-LANRAC

12. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

13. Galen Farrington – Resident – Requesting a BOCC letter of support against the proposed location of a concrete batch plant (10-minute presentation)

13(a). Discussion and possible action on letter of support of Roswell-Chaves County hosting the National Championship Air Races (letter needed by Nov. 17th, 2023).

14. Lincoln County Detention Center Update

15. Lincoln County Medical Center Update – Todd Oberheu

16. Manager’s Report

16(a). Agenda Setting Policy – County Manager

17. Discussion and Approval to Return the 1917 La France Fire Truck to the City of Santa Fe

18. Approval of Declaration and Final Plat of Avalon Forest Subdivision – Developer, Don Murphy

19. Office of Emergency Services:

- a. Insurance Services Office (ISO) Presentation – Ashley Dalton and OES Director, Arron Griewahn
- b. Request to Purchase Utility Terrain Vehicle (UTV) for Lincoln Volunteer Fire Department

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

November 14, 2023

- c. Approval of Subrecipient Grant Agreement from the Department of Homeland Security to Install the Gallinas Radio Tower in the Amount of \$524,000.00

20. Public Works:

- a. Approval of Filing of Solid Waste Liens
 - 1. Robert W. McKelvey - **\$690.78**
 - 2. Womble Enterprises, LTD - **\$629.24**
 - 3. Michael C. Marks & Paula J. Marks - **\$629.24**
 - 4. Kelly Jo McCarty & Arthur Rojas - **\$629.24**
 - 5. Justin Uller - **\$606.16**
 - 6. Carl A. Williams & Tabitha Crisp - **\$590.78**
 - 7. Cathi J. Jones - **\$572.70**
 - 8. Robert Lee Daleske & Mary Lynn Daleske - **\$572.70**
 - 9. Jerry Don Manire - **\$444.62**
 - 10. Manuel Preciado Sr.-**\$817.32**
 - 11. Henry R. Herbert Jr. & Anastasia Herbert- **\$690.78**
 - 12. William Seellbach III- **\$684.24**
 - 13. Thomas James Bramble Jr. & Karen Marie Bramble- **\$629.42**
 - 14. Thomas Schiele- **\$643.63**
 - 15. Charles W. Leslie-**\$691.96**
 - (Land#294775 Charles W. Leslie) (MH#350138 Kathy L. Chapman)
- b. Approval to Release & Refile Solid Waste Liens:
 - 1. Richard W. Purcella & Frances J. Martinez - **\$2,239.63**
 - 2. Maria N. Guillen - **\$1,961.48**
 - (Land# 1007381 Maria N. Guillen) (MH# 337375 Maria Madina)
- c. Approval of Revised Lodgers' Tax Request:
 - 1. Event: **Billboard on US HWY 380 Lease**
Date of Event: **10/02/2023-09/29/2024**
Requestor: **Friends of Historic Lincoln**
Amount Requested: **\$5,000.00**
- d. Approval to Release Lien Against Jerry Lee Gutierrez & Michael Floyd Gutierrez for Amount Less than Lien is Currently Filed for

21. Approval of McBride Fire EWP Agreement for Additional Funding in the amount of \$1,242,500.00

22. Approval of Amendments to the 2020 and 2022 Industrial Revenue Bonds (IRB) Leases and Subleases – Pattern Energy/Luis Carrasco
23. Discussion and Approval of the 4th and Final Renewal of the Agreements Between the County of Lincoln and Ventura Plumbing, Heating and Cooling for HVAC Services and Plumbing Services
24. Lincoln County Road Department:
 - a. Review and Discussion of Road Maintenance Plan
 - b. Approval of Month-to-Month Contract Extension for the D6T Dozer and the CSB56 Roller
 - c. Discussion and Approval of Surcharge Increase in the Amount of \$4,000.00 for Mack Granite Dump Truck
25. Presentations in Response to RFP 23-24-3 Youth Mentoring Services and Positive Active Programming
26. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code During the Contract Negotiation Process, Section 10-15-1(H)(6); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2)
27. Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active Programming
28. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances
29. Next meeting:
 - a. December 19, 2023, Regular Commission Meeting
30. Adjourn

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



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 6

SUBJECT:

Approval of Minutes:

- a. October 17, 2023, Regular Commission Meeting

Tuesday, November 14, 2023

COUNTY OF LINCOLN

New Mexico Regular Meeting Board of County Commissioners

Todd F Proctor, Chair
Jon F Crunk, Vice Chair

Samantha J Serna, Member
Mark G Fischer, Member
Pierre S Pfeffer, Member

Minutes Tuesday October 17, 2023

Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on October 17, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New Mexico. The meeting was also accessible via Zoom.

1. Call to Order

Chair Proctor called the Regular Meeting of the Board of County Commissioners to order at 8:30 AM.

2. Roll Call

Roll Call.

Present: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Others present included Alan Morel, County Attorney; and Shannan Hemphill, County Clerk.

3. Invocation

The Invocation was presented by Commissioner Serna.

4. Pledge of Allegiance

- a. Pledge – USA Flag
- b. Salute – NM Flag

5. Approval of Agenda

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

Action: Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

6. Approval of Minutes:

- a. September 7, 2023, Special Commission Meeting

- b. September 19, 2023, Regular Commission Meeting
- c. September 27, 2023, Special Commission Meeting

Commissioner Serna requested the approval of Minutes be moved to the consent agenda in the future.

Motion: Approve the Minutes of the September 7, 2023, Special Commission Meeting, the September 19, 2023, Regular Commission Meeting, and the September 27, 2023, Special Commission Meeting, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Serna.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

7. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month Ending September 30, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Lincoln County Detention Center Quarterly Restricted Housing Report: July 2023-September 2023
- e. Annual Renewal Approval of the Agreement Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Plumbing Services- RFP 20-21-004
- f. Annual Renewal Approval of the Contract Between the County of Lincoln and Ventura Plumbing, Heating & Cooling for Heating and Air Conditioning & Preventative Maintenance Services-RFP 20-21-005
- g. Approval of Resolution 2024-23 a Resolution Supporting Operation Green Light for Veterans
- h. Approval of National Nurse Practitioner's Week Proclamation for November 12-18, 2023

Commissioner Serna requested removal of items 7e, 7f, 7g, and 7h from the consent agenda for further discussion.

Motion: Approve the Consent Agenda excluding items 7e, 7f, 7g and 7h, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Item 7e- Commissioner Serna stated it was the final renewal for the contract, however she questioned the original contract after reviewing many invoices which had been paid in excess of \$5,000. Toni Foligno, Chief Procurement Officer, explained when going out to RFP if it is over a \$5,000 threshold it usually becomes an asset and over \$60,000 requires a formal bid. Ms. Foligno stated if a project was \$5,000 or more it would go to the County Manager for approval and would not come back to her. Ms. Foligno explained when it was over \$5,000 they had a right to obtain bids, however they were not required to. Commissioner Serna questioned the wording in 2-a which stated the helper fee was \$25/hr, however all invoices were charged at \$50/hr. Billie Jo Guevara, Finance Director, stated there were two helpers which were \$25/hr each. Commissioner Serna explained it was not stated that way on the received invoices so they would have been incorrect.

Attorney Morel explained they would need to look at the contract which stated cost and material shall not exceed \$5,000. Attorney Morel stated they needed to follow the policies, and they may need to increase the RFP in the future.

Item 7e and 7f will be brought back at a later date.

Item 7g- Commissioner Serna Read the Operation Green Light resolution for all to hear.

Motion: Adopt Resolution 2024-23, **Action:** Adopt, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Item 7h- Commissioner Serna read the National Nurse Practitioner's Week Proclamation aloud for all to hear.

Motion: Approve the National Nurse Practitioner's Week Proclamation, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT A: Copies of the Consent Agenda items including Resolution 2024-23 are attached hereto in reference thereto made a part hereof.

8. Recognition for 40 Years of Service to the County of Lincoln – Charlotte Emmons, Probate Clerk

Clerk Hemphill recognized Charlotte Emmons for her accomplishments and 40 years of working for the County of Lincoln primarily in the County Clerk's Office, stating it wasn't a retirement or going away, just a continuation of 40 years of greatness. Clerk Hemphill stated Ms. Emmons started working in 1983 as a cook at the detention center but quickly transitioned into the County Clerk's Office. Clerk Hemphill detailed many of the accomplishments of Ms. Emmons over the last 40 years and stated she worked with 3 Probate Judges helping with over 1,500 probates and 7 County Clerks where she helped an immeasurable amount of people and touched many lives.

13. Discussion and Direction Regarding Letter of Support to Request the NM State Engineer's Office Perform a New Study of the Upper Tularosa Basin Water Aquifer – Chairman, Todd Proctor and Stirling Spencer

Stirling Spencer, resident of Lincoln County, spoke on the health, safety and welfare of the basin. Mr. Spencer stated they did not receive the moisture other areas of the County received and the alluvium in the area was lacking as well as the snowpack. Mr. Spencer requested the Commission write a letter of support to request the NM State Engineer's Office perform a new study of the Upper Tularosa Basin Water Aquifer and he hoped to have the State Legislature and Representative Harlan Vincent helping as well.

Motion: Approval to move forward with a letter of support, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

9. Lincoln County Treasurer's Board of Finance – Sherrie Huddleston, Treasurer

Treasurer Huddleston detailed the 2023 Lincoln County Property tax billing and presented the Treasurer's Financial Report ending on September 30, 2023.

16. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

Chair Proctor updated on the meetings he attended over the past month.

Chair Crunk explained he was inundated by homeowners who had lost their insurance carriers and insurance rates had gone up. Commissioner Crunk detailed the need to continue to work on the ISO ratings in the County. Commissioner Crunk commended Assessor Hill and his staff for their assistance to a disabled Veteran, as they were able to reach out and correct a situation for him.

Commissioner Pfeffer commended Jeff Honeycutt, road Superintendent, on his ability to work with an Alto Homeowners association and save them money. Commissioner Pfeffer spoke on the safety of the residents and echoes Commissioner Crunk's need to lower ISO ratings in the County. Commissioner Pfeffer spoke about problems the Commissioners were having with the rolling quorum and the many meetings they needed or wanted to attend.

Commissioner Serna stated she had been engaged in various County matters and felt that information sharing was essential as information was power. Commissioner Serna spoke on some meetings she would be attending in the coming weeks.

Commissioner Fischer updated on the many meetings he attended over the previous month. Commissioner Fischer spoke on problems in rural America, specifically in rural Lincoln County, with respect to land rights.

Clerk Hemphill spoke on the upcoming 2023 Regular Local Election and detailed the deadlines and processes community members needed to be aware of.

Assessor Hill spoke on the problem with the assessment values and explained where the confusion came from.

Chair Proctor recessed the Regular Commission Meeting and convened the Public Hearing at 10:00 AM.

17. 10:00 A.M.: PUBLIC HEARINGS:

- a. Consideration of Ordinance No. 2024-02, Repealing Lincoln County Ordinance No. 2020-02, Noisy Water Winery Local Economic Development Act (LEDA)
Project RE: Requirements have been completed

Attorney Morel explained Ordinance 2024-02 was an Ordinance to repeal a prior ordinance and he recommended approval.

There were no public comments.

Chair Proctor closed the Public Hearing and reconvened the Regular Meeting at 10:02 AM.

Motion: Approve Ordinance No. 2024-02, Repealing Lincoln County Ordinance No. 2020-02,

Action: Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Crunk.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT B: Copy of Ordinance 2024-02 is attached hereto in reference thereto made a part hereof.

- b. Consideration of Ordinance No. 2024-03, Noisy Water Winery Local Economic Development Act (LEDA) Project to Provide Public Support for Economic Development and to Contribute to the Community's Long-Term Economic Growth and Sustainability, Approval of Project Participation Grant Agreement, and Approval of Intergovernmental Agreement with New Mexico Economic Development Department

Chair Proctor recessed the Regular Commission Meeting and convened the Public Hearing at 10:03 AM.

Attorney Morel explained the Ordinance, which was a grant agreement up to \$225,000. Attorney Morel stated Lincoln County had no obligation, they were just a pass through.

Commissioner Fischer questioned the signatures required. Attorney Morel explained all Ordinances required the Commissioners signatures and they had the option to circle for or against when they signed.

There were no public comments.

Chair Proctor closed the Public Hearing and reconvened the Regular Meeting at 10:07 AM.

Motion: Approve Ordinance 2024-03, Noisy Water Winery Local Economic Development Act

Project, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT C: Copy of Ordinance 2024-03 is attached hereto in reference thereto made a part hereof.

16. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)- Continued

Assessor Hill continued his explanation of the assessment issue. Commissioner Fischer questioned the resolution to prevent the issue or another one from happening in the future. Assessor Hill explained the Treasurer and Manager would meet with him in the future to verify the accuracy. Assessor Hill stated he would like to work on getting new software for the County Assessor's Office.

Treasurer Huddleston provided an update on the 2023 tax bills which had been sent out. Treasurer Huddleston stated they had been working with DFA on the LGBMF.

Sheriff Wood provided statistics from his office over the previous month.

David Vandenberg, servant of Jesus Christ, stated evil was present in the room and he took an oath years ago to defend the Constitution and the Country. Mr. Vandenberg stated there were liars and deceivers at the Federal Level and it was being brought down to the State and Local levels. Mr. Vandenberg explained the dollar was leading the people and it would cause problems.

Robert Shepperd, Resident of Lincoln County, questioned the worker's comp in the County as provided by the State. Mr. Shepperd stated he had been fighting with worker's comp for 15 years, due to his on-the-job injury. Mr. Shepperd explained it was recommended by worker's comp he separate from them, and he stated he was unwilling to do that. Mr. Shepperd requested the chairman, as a representative, work with the New Mexico Counties Board.

Chair Proctor recessed the Regular Commission Meeting at 10:25 AM and reconvened at 10:33 AM.

10. Forest, Land & Natural Resources Matters:

a. Smokey Bear Ranger District

b. Lincoln County / NMSU Extension Services

Melanie Gutierrez, NMSU Extension Services, spoke on the Eastern Fair results and stated the Lincoln County participants had a phenomenal turn out with great success. Ms. Gutierrez explained 29 of the 33 Counties participated in the Eastern Fair so it had become much bigger than prior years. Ms. Gutierrez was excited about the project in the Ruidoso Schools she was working on with the third-grade classes. Ms. Gutierrez spoke on the new 4H Club in Ruidoso which would have a more urban focus.

c. South Central Mountain RC & D

Laura Doth, South Central Mountain RC&D, stated they had completed the Wildland urban interface summit. Ms. Doth spoke on a recovery discussion about Bonito Lake. Ms. Doth stated they were finishing phase 1 of the sediment pond, and the air curtain incinerator had a trailer and could be moved easily between sites.

d. Upper Hondo Soil & Water Conservation District

Robert Barber, Upper Hondo Board of Supervisors, spoke on the projects with the Rio Bonito to discuss water rights issues. Mr. Barber stated they were looking to support the parties down the river and would like to request a letter in the future.

e. Land and Natural Resources Advisory Committee-LANRAC

Robert Barber, LANRAC, spoke on the PNM project to develop a 20-year integrated resource plan. Mr. Barber explained their plan to leave no resource off the table when plans were made, including fossil fuel. Mr. Barber stated the Office of Information and Regulatory Affairs was making policy changes as an administrative decision instead. Mr. Barber explained they were requesting support on policy changes.

305
306 **24. Approval of Award for RFP 23-24-2: Misdemeanor Compliance Officer to Kenneth**
307 **R. Vega Sr. and Consideration and Approval of Agreement for Professional Services**
308 **Between the County of Lincoln and Kenneth R. Vega Sr. [Court Compliance Officer]**
309

310 Attorney Morel explained they went out to RFP and Mr. Vega was the only respondent. Attorney
311 Morel stated they prepared a contract for approval and included the NM Statutes relating to the
312 compliance officer.
313

314 Commissioner Serna explained Mr. Vega was married to her first cousin, however she would
315 base her decision on merit only.
316

317 **Motion:** Approve the award for RFP 23-24-2: Misdemeanor Compliance Officer to Kenneth R.
318 Vega Sr., **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner
319 Fischer.

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

321 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
322 Chair Proctor.
323

324 **11. Consideration and Approval of Newly Amended McBride Fire Emergency**
325 **Watershed Protection (EWP) Funding in the Amount of \$1,272,500.00**
326

327 Laura Doth, South Central Mountain RC&D, explained following the McBride Fire, Lincoln County
328 agreed to be the sponsor for the EWP Project, and the NRCS waived the 25% match. Ms. Doth
329 stated they reviewed other projects in the burn scar area of the County and recommended an
330 additional \$1,272,500 to the County as an addendum, so it would be 100% payout to the County
331 with no match requirement as well.
332

333 Aaron Reynolds, NRCS, explained they received a waiver from the National Office for work to be
334 done on acequia work. Mr. Reynolds stated the work to be done would be on the acequia in the
335 racetrack area and moving the point of diversion outside of the racetrack.
336

337 Commissioner Fischer Questioned the diversion from the racetrack and what location it would be
338 moved to. Mr. Reynolds stated they were working with the mayordomo of the acequia to move
339 the diversion further downstream.
340

341 **Motion:** Approve the Newly Amended McBride Fire Emergency Watershed Protection Funding
342 in the Amount of \$1,272,500.00, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded**
343 **by** Commissioner Serna.

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

345 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Crunk, Chair Proctor.

346 **Absent:** Commissioner Pfeffer.
347

348 **14. Lincoln County Detention Center Update – Warden, Ross Castleton**
349

350 Ross Castleton, Warden LCDC, provided statistics from the Detention Center over the previous
351 month. Warden Castleton stated they had some minor problems with COVID in the facility,
352 however it had since been taken care of. Warden Castleton explained they were working on the
353 MAP program. Mr. Castleton clarified they had 6 staff vacancies and they were working to fill the
354 openings.
355

356 **15. Lincoln County Medical Center:**

357 a. Update-Todd Oberheu

358
359 Todd Oberheu, Hospital Chief Executive, provided a brief update on the Medical Center. Mr.
360 Oberheu spoke on the Carrizozo health center being temporarily short staffed due to a maternity
361 leave, and the dental clinic being short staffed as well, due to a retirement. Mr. Oberheu stated
362 they were working on the joint commission tri-annual survey of the Hospital and clinics, and they
363 received full accreditation again. Mr. Oberheu explained the Department of Health surveyed the
364 Corona clinic and found minor issues which had been updated. Mr. Oberheu stated the 24-Hour
365 ambulance stations were up and running.

366
367 b. Discussion and Approval for Local Artist, Michael Fish, to Paint Mural on Hospital
368 Wall – Discussion of Costs

369
370 Mr. Oberheu explained the Lincoln County Community Foundation identified the hospital as an
371 entity which could be used for beautification funds. Mr. Oberheu stated the Courtyard area in back
372 of the hospital was identified as a space sufficient to have a large mural painted on it.

373
374 Michael Fish, local artist, spoke on the beautification project and explained his artwork was usually
375 animal related. Mr. Fish stated the price for the whole wall would be approximately \$21,000,
376 however the size of the mural would depend on the outside funds received.

377
378 Mr. Oberheu stated the County would not be liable for the funds as they would come from outside
379 sources.

380
381 **Motion:** Approval to allow Michael Fish to paint a mural on the Hospital wall, **Action:** Approve,
382 **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

384 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
385 Chair Proctor.

386
387 **27. Consideration and Approval to Submit a Letter in Support of the New Mexico**
388 **Department of Transportation (NMDOT) Speed Control in Lincoln, NM**

389
390 Elaine Allen, resident of Lincoln, explained they had worked with DOT to install the temporary
391 speed humps, aka raised crosswalks in Lincoln. Ms. Allen stated it took a minute and a half to get
392 through town, going the speed limit, so there was no need to speed. Ms. Allen explained they
393 were conducting a study and looking to make the speed humps more permanent, however they
394 would continue to be raised crosswalks.

395
396 **Motion:** Approval to submit a letter in support of the speed control in Lincoln, **Action:** Approve,
397 **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

399 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
400 Chair Proctor.

401
402 **20. Public Works:**

403 b. Approval of Lodgers' Tax Request:

404 i. Event: **Billboard on US HWY 380**

405 Date of Event: **December 27, 2023**

406 Requester: **Friends of Historic Lincoln**

Amount Requested: **\$5,000.00**

Elaine Allen, Friends of Historic Lincoln, presented on the billboard they would like funding for.

Attorney Morel questioned the application and the prepayment. Ms. Allen explained there was some confusion with the contract and request. Ms. Allen stated a one-year contract cost for the billboard was \$10,000, and they were requesting reimbursement of \$5,000 from the County and \$5,000 from the State.

Commissioner Fischer requested it be brought back in the November meeting with the corrected contract.

- a. Consideration and Approval of Refunds to Lodging Tax Vendors Due to Duplicate Payments in the Total Amount of **\$3,084.23**
 - i. William D Adams - **\$1,515.55**
 - ii. Helen Purselley Estate - **\$447.25**
 - iii. Valerie Riefenstahl - **\$404.20**
 - iv. Olney Wallis - **\$560.67**
 - v. Dennis M. White & Irma L. White aka Whitehouse - **\$156.56**

Scott Annala, Acting Public Works Director, explained the duplicate payments and stated Evolve had paid and the entity had paid as well. Commissioner Crunk questioned if there was a way to hold the companies accountable for a list statement of who they were making payments for and what amounts. Attorney Morel stated it was an obligation of the vendors to make the payments.

Motion: Approve the refunds to Lodging Tax Vendors due to duplicate payments, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

- c. Approval to File Solid Waste Liens:
 - i. Kenneth C. Kenney and Lillian DeAnne Kenney- **\$685.78**
 - ii. Brian Jaramillo and Kimberly Jaramillo- **\$1,116.56**
 - iii. David W. Hightower; Jeff Hightower, Kayla Hightower- **\$1,015.26**
 - iv. Carlos Morales- **\$448.76**
 - v. Marsha Gayle Nickerson- **\$482.15**
 - vi. Franklin Lee Dedon and Cheril Dian Dedon- **\$601.59**
 - vii. Ruben Alvarez and Maria D. Alvarez- **\$513.54**
 - viii. Cesar Marmolejo or Sulema Marmolejo- **\$513.45**
(Land#1007021 Cesar & Sulema Marmolejo)
(MH#370227 Cesar & Sulema Marmolejo)
 - ix. Randal James McQuiller Jr.- **\$448.76**
(Land#1000091 Randal James McQuiller Jr.)
(MH#1008614 Randal James McQuiller Jr.)

Motion: Approval to file the recommended solid waste liens, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Serna.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

- d. Approval to Release and Refile Solid Waste Liens:
- i. Ernest Fant Sanders & Jackie Lou Sanders - **\$2,571.97**
 - ii. Peter Warren Schneider - **\$2,656.90**
 - iii. Bob Shapland - **\$2,600.89**
 - iv. Ernest Silva, Jr. - **\$2,605.85**
 - v. James Andres Smith & Anita Smith - **\$2,604.49**
 - vi. James R. Sohl & Jackie Sohl - **\$2,013.47**
 - vii. Debrah Stephens- **\$1,984.16**
(Land# 1004968 Debrah Stephens) (MH# 1003232 Debrah Stephens)
 - viii. Debrah Stephens - **\$2,015.85**
 - ix. Shirley (Harper) Tucker- **\$2,501.98**
(Land# 283620 Shirley Harper Tucker) (MH# 1005780 Shirley Harper Tucker)
 - x. Daniel & Irene Vela - **\$2,682.79**
 - xi. Harland Webb & Sally Webb - **\$2,605.85**
 - xii. Mark P. Westbrook- **\$2,677.98**
(Land# 330860 Mark P. Westbrook) (MH# 222426 Mark Westbrook)
 - xiii. George J. Yagel & Priscilla Smith Yagel - **\$2,605.85**

Motion: Approve the release and refile of the solid waste liens as presented, **Action:** Approve,
Moved by Commissioner Pfeffer, **Seconded by** Commissioner Crunk.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
Chair Proctor.

**12. Discussion and Approval of Appropriation 23-ZH5051-1 in the Amount of
\$2,500,000.00 for Infrastructure Upgrade in Response to the McBride Fire in
Ruidoso and the County of Lincoln**

Billie Jo Guevara, Finance Director, reached out to the analyst to request an extension as it was
a large amount of money to be spent in a short amount of time but had not received a response.

Motion: Approve Appropriation 23-ZH505101 in the amount of \$2,500,000, **Action:** Approve,
Moved by Commissioner Fischer, **Seconded by** Commissioner Serna.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
Chair Proctor.

**33. Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active
Programming**

Toni Foligno, CPO, stated there were 4 applications received for the RFP and there was a
possibility of awarding to multiple vendors. Ms. Foligno explained all the responses could have
been eliminated for various reasons, however they were still scored. Ms. Foligno presented the
scores as the Boys & Girls Club received 97.34/100, 4-H Extension Office received 96/100, High
Mountain Youth received 93.33/100, and Big Brothers Big Sisters received 65.32/100.

Commissioner Pfeffer requested the relative budgets of each of the entities. Commissioner Serna
would like to focus on the quality of the proposals and how they intend to mentor the youth.

Commissioner Fischer requested a presentation from the entities who applied for the RFP, with particular specifics toward their outreach into the County.

The Commissioners requested the entities present at a future Commission meeting, a quick 5-minute presentation, to define how they would spend the money, what their method would be for mentoring the youth throughout the County, their return on investment, their current budget and how they would spend the funds.

Tim Coughlin, Boys & Girls Club of Chaves and Lincoln Counties, explained the back history of the request and the shortened timeframe as the funds would need to be spent by the end of June to avoid payback.

Laurie Benavides, High Mountain Youth Project, reiterated the shortened timeframe and the need to make a quick decision.

Chair Proctor recessed the Regular Commission Meeting at 12:12 PM and reconvened at 12:47 PM.

28. Review, Discussion and Direction Regarding the Management Agreement for the Lincoln County Fairgrounds Between the County of Lincoln and the Lincoln County Fair Association

Attorney Morel stated the Management Agreement did not expire until June 2024. Attorney Morel explained they would need to change the legal description as well as other parts of the agreement as they would be moving much of the road department to the back of the property.

Robert Shepperd, Fair Board Association, stated there was a change in the maintenance personnel and they were working on getting things taken care of. Mr. Shepperd explained they were willing to work together to make things functional and presentable.

Attorney Morel stated there was not a lease or property agreement and they would need to look at how to handle it in the future once the current Management Agreement expired. Attorney Morel stated there needed to be additional insurance coverage on special events. Mr. Sheppard stated the vendors needed to provide their own insurance and list the Fair Board and the County as additionally insured. Mr. Shepperd stated the Fair Board carried its own insurance as well.

21. Director Reports

Renee Montes, Senior Citizens Program Director, stated they were working on quarterly reports to the State. Ms. Montes explained they were continuing to work on the improvements in the Hondo and Corona buildings and were waiting on vehicles to be delivered. Ms. Montes stated they had a vacancy on their Advisory Council which they were working to fill.

Scott Annala, Acting Public Works Director, explained the transition had been started to move the Solid Waste services to Universal Waste Systems. Attorney Morel had been working with UWS to make sure they worked directly with Sierra Contracting during the transition. Commissioner Fischer requested a phased approach to the transition.

Aaron Griewahn, OES, stated they had been awarded 6 of the 8 grants they requested, totaling \$1,450,000 from the State Fire Marshall's Office.

559 **18. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-22**

560 Treasurer Huddleston explained the budget adjustments.

561
562
563 **Motion:** Adopt Resolution 2024-22, **Action:** Adopt, **Moved by** Commissioner Pfeffer, **Seconded**
564 **by** Commissioner Crunk.

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

566 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
567 Chair Proctor.

568
569 **SEE EXHIBIT D:** Copy of Resolution 2024-22 is attached hereto in reference thereto made a part
570 hereof.

571
572 **19. Approval of Prior Year Invoices:**

573 a. Memorial Medical Center in the Amount of **\$3,333.45**

574
575 Billie Jo Guevara, Finance Director, explained the invoices which were received for the detention
576 center detainees.

577
578 b. Presbyterian Healthcare Services in the Amount of **\$676.00**

579
580 Ms. Guevara stated the invoice was for an additional pre-academy physical.

581
582 **Motion:** Approve the prior year invoices as presented, **Action:** Approve, **Moved by**
583 Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

585 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
586 Chair Proctor.

587
588 **22. Discussion and Approval of Policy Promoting Effective Communication Between**
589 **Elected Officials and Establishing Employee Complaint Procedures, Fostering a**
590 **Transparent and Accountable Work Environment**

591
592 Chair Proctor explained the code of ethics would fully encompass all employees including elected
593 officials. Commissioner Pfeffer stated the Commission could bind themselves, however they could
594 not bind other Elected officials. Commissioner Pfeffer explained the Commissioners were Elected
595 Officials and employees were subject to added stress of Commissioners who were not bound by
596 the rules of other county department heads. Commissioner Pfeffer stated he was trying to protect
597 the employees from abuse by the Commission. Commissioner Pfeffer felt it would give the
598 employees a channel to seek redress.

599
600 Commissioner Serna stated there was a State Ethics Commission which oversaw the ethics of
601 the Commissioners. Commissioner Serna felt this rhetoric had been going on too long and it
602 needed to end.

603
604 Commissioner Fischer had not seen any evidence of the neglect. Commissioner Fischer felt if
605 there were problems, they tried to discuss them openly. Commissioner Fischer questioned some
606 of the wording in the presented document and questioned if it compromised the Commissioners.
607 Commissioner Fischer explained the County Manager or HR Director must be involved in the
608 investigation and adjudication; however, both individuals work for the Commission. Commissioner

Fischer felt it was best handled by the State Ethics Commission or handled under the Federal Labor Laws.

Commissioner Crunk felt the responsibility of a commissioner was to do what was right for the Constituents. Commissioner Crunk did not feel they had done what was appropriate in the past, which was to address the issues in a professional manner. Commissioner Crunk discussed the open meetings act regulations and stated it caused problems with three or more commissioners in attendance. Commissioner Crunk felt they maybe needed to challenge it with the Attorney General and let them know that the Commissioners would like to attend all meetings they were interested in without fear of retaliation if more than two Commissioners showed up. Commissioner Crunk felt all contact needed to be directed to the County Manager who could then contact the Elected Officials directly if there was an issue.

Chair Proctor felt the document was needed and he was ok with the document, as presented, to foster a better working environment.

Rhonda Burrows, Probate Judge and former County Clerk, was concerned about the acrimonious behavior of the Commission. Judge Burrows explained, as elected officials, Commissioners are obligated to behave in a Courteous and respectful manner to all. Judge Burrows stated the Commissioners needed to work together to accomplish what was needed in the County and for their constituents. Judge Burrows felt the current environment of personal and professional animosity only hurt the constituents.

Commissioner Fischer felt the need was there however, he didn't feel the document was the correct vehicle for the desired outcome. Commissioner Fischer stated many of the problems were the result of the Open Meetings Act.

Motion: Approve the policy as presented, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Chair Proctor.

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

Yes: Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

No: Commissioner Fischer, Commissioner Serna.

23. Approval for the Office of Emergency Services to Purchase Replacement Utility Terrain Vehicle (UTV) for the Hondo Volunteer Fire Department

Aaron Griewahn, OES Director, stated they had received 2 bids originally, they finally received a third quote however the third was higher.

Motion: Approve the purchase of the replacement UTV as presented, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

25. Discussion and Approval of Resolution No. 2024-24 Supporting the New Mexico Counties' 2024 Legislative Priorities

Chair Proctor explained the three priorities of the NMC Board. Commissioner Fischer stated his concern about the lack of Education in the State. Commissioner Fischer felt the Counties should be more involved.

Motion: Adopt Resolution 2024-24, **Action:** Adopt, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT E: Copy of Resolution 2024-24 is attached hereto in reference thereto made a part hereof.

26. Consideration and Approval of Pattern IRB Real Estate Amendments:

- a. First Amendment to Sublease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A.

Will be moved to a future meeting.

- b. First Amendment to Lease Agreement for \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A

30. Avalon Forest Subdivision Update by Developer, Don Murphy

Don Murphy, Avalon Forest Subdivision, explained they were working on the roads, and on getting the final plat signed. Mr. Murphy stated he would come back at the next meeting for final approval.

29. Consolidated Dispatch:

- a. Discussion and Direction on Whether to Move Forward with Consolidated Dispatch Discussions with the Village of Ruidoso and City of Ruidoso Downs

Chair Proctor stated the consolidated dispatch was something which had been worked on for many years. Commissioner Crunk felt it was not the time or place for the consolidation. Commissioner Fischer stated he did feel the agreement was in the best interest of the stakeholders.

- b. Discussion and Direction Regarding Regional Dispatch Authority – Commissioner Mark Fischer

Commissioner Fischer presented on the Mesilla Valley Regional Dispatch Authority (MVRDA) and how the County could benefit from a similar agreement. Commissioner Fischer explained the Sierra Blanca Regional Dispatch Authority would be dispatching to all entities. Commissioner Fischer stated it would need to be a JPA, not an MOU.

Sheriff Wood stated he had been through a consolidated dispatch in the past. Sheriff Wood was concerned with the geography and felt it could be an issue. Sheriff Wood stated his position from the beginning was he was only willing to participate if it could be done and was even possible, however he was not willing to turn something over on a County wide basis if it had not been verified. Sheriff Wood did not feel he would be interested in going forward with the consolidated dispatch at the current time.

31. **Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances**

Nothing to Schedule.

32. **Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2)**

Motion: To close the meeting for the purposes of an Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters, Section 10-15-1, Subparagraph (H)(2), **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 2:19 PM.

New or Updated Matters since last report *

1. **Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055** Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.

2. **Roger Romero v. State of New Mexico – D-1226-CV-2018-00113 (Underlying Cases are: Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142)** A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.

On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.

On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.

3. **Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271** Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9, 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.

4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

5. **Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095** – Compromise and Settlement Agreement and Release executed on December 17, 2015.

6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for “malicious abuse of process”. County Defendants were served on November 2, 2021. The case is still pending.

7. **Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260** A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.

8. **Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions Group, LLC, et al, Cause No. 2:21-cv-01208** A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.

9. **Lionel Burns v. Lincoln County Sheriff’s Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032** A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.

On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.

10. **Butch’s Properties, LLC v. Vera Cruz Ranches, et al, Cause No. D-1226-CV-2022-00166** A Complaint to Quiet Title was filed on the 18th day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26th day of August, 2022, and filed its Answer to the Complaint on the 26th day of September, 2022. The case is still pending.

11. **Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199** A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants’ Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.

12. **Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085.** A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD's Health Plan Assessments to Counties are unconstitutional and void. The case is still pending.

13. **Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192** A Complaint alleging improper oaths of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. The case is still pending.

14. **KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. @-1226-CV-2023-00147** A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. The case is still pending.

15. **New Horizons Building in Carrizozo, NM**

16. **Deer Park Valley Special Paving Assessments & Delinquencies**

Tort Claims Notices Received or Threatened

2023

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident / rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police,

Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/ or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

***Wall, Ronald Gordon** – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

2022

Schwartz, Neil – Tort Claim Notice received on February 10, 2022 alleging malicious and/or tortious actions and/or omissions by the State of New Mexico, the Lincoln County Sheriff's Department, the New Mexico State Police, and the Twelfth Judicial District Attorney's Office resulting in damages to Claimant including, but not limited to, infliction of mental pain and suffering, injuries to Claimant's reputation, and current and future loss of earnings.

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of

Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.

2021

Vonderane, Glenn – Tort Claim Notice received October 19, 2021 alleging personal injury while using a staircase at the Village of Ruidoso public parking lot located at 151 Center Street.

Smoley, Cinthia – On November 8, 2021, Ms. Smoley submitted to the Lincoln County Treasurer's Department a Statement dated 11/2/2021, for "Arbitration Award/monies due for default".

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 2:42 PM.

Commissioner Fischer attested matters discussed in the closed meeting were limited to those specified in the motion for closure or in the notice of separate closed meeting and no action was taken.

34. Approval to Issue an RFP for Replacement of A/C and Heating Units at the Public Health Office

Toni Foligno, CPO, stated it should be an IFB not an RFP. Ms. Foligno explained the panel had been installed by Yearout and the access was limited. Ms. Foligno stated the scope should be put together before it is presented.

Motion: Approval to issue an IFB or RFP for replacement of the A/C and Heating units at the Public Health Office, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

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

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

35. Signing of Official Documents

36. Next meeting:

- a. Tuesday, November 14, 2023 – Regular Commission Meeting

964
965 **37. Adjourn**
966

967 **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Crunk, **Seconded by**
968 Commissioner Pfeffer.

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

970 **Yes:** Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk,
971 Chair Proctor.

972
973 There being no further business to come before the Board of County Commissioners, Chair
974 Proctor adjourned the meeting at 2:51 PM.

975
976 Respectfully submitted by,
977 Shannan Hemphill
978 Lincoln County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 7

SUBJECT:

Canvassing of the Vote – General Election of November 7, 2023

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 8

SUBJECT:

Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending October 31, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Approval of Required 2024 Operational Resolutions:
 - i. Resolution 2024-27 – Open Meetings Act
 - ii. Resolution 2024-28- Establishing 2024 Regular Commission Meetings
 - iii. Resolution 2024-29- Establishing 2023 County Official Holiday Calendar
 - iv. Approval of 2024 Committee Meeting Schedules – (a) Lincoln Historic Preservation Board, (b) Lodger's Tax Committee and (c) Land & Natural Resources Committee (LANRAC)



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from October 1, 2023 through October 31, 2023 in the amount of \$2,290,286.15.

NOW, THEREFORE, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 14th of November, 2023.

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

Todd F. Proctor, Chairman Dist. 1

Jon F. Crunk, Vice Chairman, Dist. 3

Mark G. Fischer, Member Dist. 5

Pierre S. Pfeffer, Member Dist. 4

Samantha J. Serna, Member Dist. 2

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM 8c

November 7, 2023

MEMORANDUM

TO: County Commissioners

FROM: Scott Annala, Healthcare Assistance Program Manager

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

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

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed eight (8) claims. Seven (7) claims are recommended for approval and one (1) is recommended for disapproval. If approved, the total recommended authorization this month is \$11,623.00.

Indigent Health Care Claims: This month our coordinator processed three (3) claims. Two (2) are recommended for approval and one (1) is recommended for disapproval. If approved, the total expenditure will be \$10,803.55. Enclosed is a year-to-date summary of claims processed. Also enclosed is a summary of total claims approved and denied, for the month of November.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were \$2,288 and \$509.81 respectively. The FY 22-23 year-end total was \$6,117.75. To date, the total expenditure is \$11,563.30 or an average of \$2,312.66. At this pace we will spend a total of \$27,751.92, for the year on the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were \$49,213.39 and \$42,943.06 respectively. The FY 22-23 monthly average was \$3,578.59. To date, the total authorization is \$29,918.98.

Special Note –One claim in this report is from dates of service in FY 22-23 (Last year) and one claim is from FY 20-21.

Recommendation: Approve the claims as indicated for the Safety Net Care Pool report and the Indigent Health Care Program report.

Approved: _____
Todd Proctor

Tuesday, November 14, 2023

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR	\$18,295.98
-------------------------------------------	-------------

ADJUSTMENTS

TOTAL ADJUSTMENTS:	\$0.00	\$0.00
--------------------	--------	--------

NOVEMBER # CLAIMS FOR APPROVAL	7
# CLAIMS FOR DENIAL	1
NOVEMBER # TOTAL CLAIMS	8

NOVEMBER TOTAL \$ AMOUNT APPROVED	\$11,623.00
-----------------------------------	-------------

TOTAL # CLAIMS THIS FY APPROVED	34
TOTAL # CLAIMS THIS FY DENIED	6
TOTAL # CLAIMS FY 2023 - 2024	40

TOTAL APPROVED THIS FISCAL YEAR	\$29,918.98
---------------------------------	-------------

FACILITY: LINCOLN COUNTY MEDICAL CENTER 11/14/2023 THROUGH 11/14/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
23239	07/12/2022	1532.00	1179.64	077%
23240	10/01/2023	9022.00	6946.94	077%
23241	08/31/2022	4443.00		000%
PAST FILING DEADLINE				
23243	10/13/2023	239.00	184.03	077%
23244	06/01/2023	91.80	70.69	077%
23245	07/05/2023	3040.00	2340.80	077%
23246	07/05/2023	825.00	635.25	077%
23248	09/25/2023	345.00	265.65	077%
			11623.00	

APPROVED- 7 REJECTED- 1

INDIGENT HEALTH CARE CLAIMS

FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR \$759.75

ADJUSTMENTS

TOTAL ADJUSTMENTS:

NOVEMBER # CLAIMS FOR APPROVAL	2
# CLAIMS FOR DENIAL	1
NOVEMBER # TOTAL CLAIMS	3

NOVEMBER TOTAL \$ AMOUNT APPROVED \$10,803.55

TOTAL # CLAIMS THIS FY APPROVED	4
TOTAL # CLAIMS THIS FY DENIED	7
TOTAL # CLAIMS FY 2023 - 2024	11

CURRENT TOTAL APPROVED THIS FISCAL YEAR \$11,563.30

*Assuming the above is approved

FACILITY: GERALD CHAMPION REGIONAL MED CTR 11/14/2023 THROUGH 11/14/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23247	09/13/2023	18807.87	10000.00 053%
* 23249	<u>04/21/2021</u>	1043.57	803.55 077%
			10803.55

APPROVED- 2 REJECTED-

FACILITY: PRESBYTERIAN HOSPITAL 11/14/2023 THROUGH 11/14/2023

HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23242	10/23/2023	11611.00	000%

COUNTY RESIDENCY REQUIREMENT NOT MET

APPROVED- REJECTED- 1

YTD

INDIGENT FUND MEETING

NOVEMBER 14, 2023

TOTAL APPLICATIONS	51	41,482.28
TOTAL APPROVED	38	
TOTAL DENIED	13	

ALBUQUERQUE		
ANESTHESIA ASSOCIATES OF NM		66.75
APPROVED-	1	
DENIED-		

ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		11,496.55
APPROVED-	3	
DENIED-		

RUIDOSO		
LC AMBULANCE-PRES HEALTH SVCS		
APPROVED-		
DENIED-	5	

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		29,918.98
APPROVED-	34	
DENIED-	6	

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	2	

INDIGENT FUND MEETING

NOVEMBER 14, 2023

TOTAL APPLICATIONS	11	22,426.55
TOTAL APPROVED	9	
TOTAL DENIED	2	

ALAMOGORDO		
GERALD CHAMPION REGIONAL MED CTR		10,803.55
APPROVED-	2	
DENIED-		

RUIDOSO		
LINCOLN COUNTY MEDICAL CENTER		11,623.00
APPROVED-	7	
DENIED-	1	

ALBUQUERQUE		
PRESBYTERIAN HOSPITAL		
APPROVED-		
DENIED-	1	

RESOLUTION NO. 2024-27

OPEN MEETINGS ACT

WHEREAS, the Lincoln County Board of Commissioners met in regular session at Carrizozo, New Mexico, on the 14th day of November, 2023, at 8:30 a.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (Sections 10-15-1 to 10-15-4, NMSA 1978) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Lincoln County Board of Commissioners to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln County Board of Commissioners that:

1. Regular meetings of the Lincoln County Board of Commissioners shall ordinarily be held each month at a time and place designated in a public notice. The date, time and place, along with a list of specific items of business to be discussed or transacted shall appear on an agenda and shall be made available to the public by posting on the County's website and posting on the exterior window of the Lincoln County Commission Chamber Building located in Carrizozo, New Mexico by the Lincoln County Manager's Office at least seventy-two (72) hours prior to the meeting.
2. Special meetings of the Lincoln County Board of Commissioners may be called by the Chair or a majority of the members upon three (3) days' notice. A public notice shall include an agenda for the meeting or information regarding how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting and shall be made available to the public by posting on the County's website and posting on the exterior window of the Lincoln County Commission Chamber Building, Carrizozo, New Mexico by the Lincoln County's Manager's Office.

3. Emergency meetings of the Lincoln County Board of Commissioners will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Lincoln County Board of Commissioners will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members upon three (3) hours notice, unless threat of personal injury or property damage requires less notice. Notice for all emergency meetings shall include an agenda for the meeting or information regarding how the public may obtain a copy of the agenda and shall be made available to the public and news media through email, posting on the County's website, and posting on the exterior window of the Lincoln County Commission Chamber Building, Carrizozo, New Mexico by the Lincoln County Manager's Office. Within ten (10) days of taking action on an emergency matter, the public body shall report to the attorney general's office the action taken and the circumstances creating the emergency; provided that the requirement to report to the attorney general is waived upon the declaration of a state or national emergency as required by Section 10-15-1(F), NMSA 1978.
4. For the purposes of regular meetings described in paragraph 1 of this resolution, notice requirements shall be met by the Lincoln County Manager annually posting and maintaining on the bulletin board at the Lincoln County Courthouse a copy of this resolution, as well as a notice setting forth the days and times of the regular meetings which have been set by resolution. Changes affecting the date of a regularly scheduled meeting will be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
5. For the purposes of special meetings and emergency meetings described in paragraphs 2 and 3 of this resolution, notice requirements shall be met by posting notices in the office of the Lincoln County Manager as described above and shall be made available to the public and news media through email and posting on the County's website. The Lincoln County Manager's Office shall provide notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

Every effort shall be made to follow the latest version of Robert's Rules of Order. Robert's Rules of Order shall be specifically modified to allow the Chair to vote in all instances.

6. The Lincoln County Board of Commissioners may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice if, prior to recessing, the Board specifies the date, time and place for continuation of the meeting and, immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place

where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting under Section 10-15-1(E) of the Open Meetings Act.

7. Individuals with disabilities who are in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in hearings or meetings may contact the County Manager's Office at 575-648-2385 at a suggested minimum of one (1) week prior to the meeting or as soon as is possible. Individuals with disabilities who are in need of a summary, or any other type of accessible format may contact the County Manager's Office.
8. The Lincoln County Board of Commissioners may close a meeting to the public only if the subject matter of such discussion or action is excepted from the Open Meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - (A) The closure, if made in an open meeting, shall be approved by a majority vote of a quorum of the Lincoln County Board of Commissioners: the authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting; the vote shall be taken in an open meeting; and the vote of each individual member shall be recorded in the minutes. Only those subjects announced or voted upon prior to closure by the Lincoln County Board of Commissioners may be discussed in the closed meeting.
 - (B) If a closure is called for when the Lincoln County Board of Commissioners is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and stating with reasonable specificity the subjects to be discussed, is given to the members and the general public.
 - (C) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure or in the notice of the separate closed meeting. This statement shall be approved by the Lincoln County Board of County Commissioners as a part of the minutes.
9. Pursuant to Section 10-15-1(C) NMSA 1978, a member or members of the Lincoln County Board of Commissioners may participate in a meeting of the Board by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member or members to attend the meeting in person, provided that each member participating

by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

10. Public Comment.

A. So that freedom of speech is unrestricted:

- i. Anyone will be allowed an opportunity to speak during the public comment period of a Lincoln County Board of Commissioner's open meeting.
- ii. Speakers may discuss any subject during the public comment period.

B. In order to promote orderly, efficient meetings respectful of everyone's time:

- i. Speakers shall be required to sign in prior to the beginning of an open meeting on the Public Comment Sign-In Sheet provided in Commission Chambers, and shall provide his/her name, and telephone number. Speakers shall be recognized by the Chair.
- ii. A speaker shall state his/her name for the record.
- iii. All speakers will be limited to a three (3) minute comment period unless extended by the Chair.
- iv. No speaker will be permitted to speak more than one (1) time; no rebuttal to the comments of others will be permitted.
- v. The public comment period will be on the Commission's agenda for regular meetings.
- vi. Comments, applause and other interruptions from the audience are not permitted.

C. In order to promote orderly meetings so that attendees feel safe and secure in their attendance:

- i. Threatening/abusive or personal attacks will not be allowed and the Chair of the Lincoln County Board of Commissioners may impose additional restrictions as necessary.
- ii. Comments by speakers will only be addressed to the Lincoln County Board of County Commissioners.

PASSED, ADOPTED AND APPROVED this 14th day of November, 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

ATTEST:

Shannan Hemphill, County Clerk

RESOLUTION NO. 2024-28

WHEREAS, the Governing Body in and for the County of Lincoln, State of New Mexico, meeting in a regular session on the 14th day of November 2023, has set the meeting dates for the Lincoln County Board of Commissioners; and

WHEREAS, the Lincoln County Board of Commissioners shall meet at 8:30 A.M. in the Commission Chambers at the Lincoln County Courthouse, in Carrizozo, New Mexico, as well as by ZOOM, unless otherwise specified.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln County Board of Commissioners hereby adopts the following regular meeting dates unless otherwise specified:

Tuesday, January 16, 2024	Monday, September 9, 2024
Tuesday, February 20, 2024	(Special Meeting Impose Property Tax Rates)
Tuesday, March 19, 2024	(Date is Subject to Change)
Tuesday, April 16, 2024	Tuesday, September 17, 2024
Tuesday, May 21, 2024	Tuesday, October 15, 2024
Tuesday, June 11, 2024	Tuesday, November 12, 2024
(Canvass Election Votes)	(Canvass Election Votes)
Tuesday, June 18, 2024	Tuesday, November 19, 2024
Tuesday, July 16, 2024	Tuesday, December 17, 2024
Tuesday, August 20, 2024	

RESOLVED IN BOARD ACTION this 14th day of November 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

ATTEST:

Shannan Hemphill, County Clerk

RESOLUTION 2024-29

WHEREAS, the Governing Body in and for the County of Lincoln, State of New Mexico, meeting in a regular session on the 14th day of November 2023, has approved and adopted the Official Holiday Calendar for Lincoln County.

NOW, THEREFORE, BE IT RESOLVED that the Lincoln County Board of Commissioners hereby adopts the following as the Official Holiday Calendar for Lincoln County.

New Year's Day	Will be observed on Monday, January 1, 2024
Martin Luther King, Jr. Day	Will be observed on Monday, January 15, 2024
President's Day	Will be observed on Monday, February 19, 2024
Good Friday	Will be observed on Friday, March 29, 2024
Memorial Day	Will be observed on Monday, May 27, 2024
Juneteenth	Will be observed on Wednesday, June 19, 2024
Independence Day	Will be observed on Thursday, July 4, 2024
Labor Day	Will be observed on Monday, September 2, 2024
Columbus/Indigenous Peoples' Day	Will be observed on Monday, October 14, 2024
Presidential Election Day	Will be observed on Tuesday, November 5, 2024
Veteran's Day	Will be observed on Monday, November 11, 2024
Thanksgiving Day	Will be observed on Thursday, November 28, 2024, and Friday, November 29, 2024
Christmas Day	Will be observed on Wednesday, December 25, 2024, Thursday, December 26, 2024, and Friday, December 27, 2024

RESOLVED IN BOARD ACTION this 14th day of November 2023.

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

Todd F. Proctor, Chairman

Jon F. Crunk, Vice-Chairman

Mark G. Fischer, Member

Pierre S. Pfeffer, Member

Samantha J. Serna, Member

ATTEST:

Shannan Hemphill, County Clerk

County of Lincoln

300 Central Avenue

(575) 648-2385

P.O. Box 711

Carrizozo, NM 88301

November 7, 2023

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the Land of Natural Resources Advisory Committee will hold its regularly scheduled meetings at the Lincoln County Courthouse (Commission Chambers) in Carrizozo, New Mexico, and by ZOOM, at 9:00 a.m., on the following dates:

Tuesday, January 9, 2024

Tuesday, February 13, 2024

Tuesday, March 12, 2024

Tuesday, April 9, 2024

Tuesday, May 14, 2024

Tuesday, June 11, 2024

Tuesday, July 9, 2024

Tuesday, August 13, 2024

Tuesday, September 10, 2024

Tuesday, October 8, 2024

Tuesday, November 12, 2024

Tuesday, December 10, 2024

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Land and Natural Resources Advisory Committee may be called by the Chairman or a majority of the member upon three (3) days notice. For the purpose of special meetings, notice requirement will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact (575) 648-2385 at least 48 hours in advance of the meeting.

BRIANNA VENTURA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR

County of Lincoln

300 Central Avenue

(575) 648-2385

P.O. Box 711

Carrizozo, NM 88301

November 7, 2023

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the Lincoln Historic Preservation Board will hold its regularly scheduled meetings at the Community Church in Lincoln, New Mexico, at 6:00 p.m., on the following dates:

Wednesday, January 17, 2024

Wednesday, July 17, 2024

Wednesday, February 21, 2024

Wednesday, August 21, 2024

Wednesday, March 20, 2024

Wednesday, September 18, 2024

Wednesday, April 17, 2024

Wednesday, October 16, 2024

Wednesday, May 15, 2024

Wednesday, November 20, 2024

Wednesday, June 19, 2024

Wednesday, December 18, 2024

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the Lincoln County Planning Office, 109 Kansas City Road, Ruidoso, New Mexico or from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Lincoln Historic Preservation Board may be called by the Chairman or a majority of the member upon three (3) days' notice. For the purpose of special meetings, notice requirement will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact (575) 648-2385 at least 48 hours in advance of the meeting.

BRIANNA VENTURA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR

County of Lincoln

300 Central Avenue

(575) 648-2385

P.O. Box 711

Carrizozo, NM 88301

November 7, 2023

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the **Lincoln County Lodger's Tax Committee** will hold its regularly scheduled meetings at the County Annex (Substation Office) 109 Kansas City Road, Ruidoso, New Mexico, and by ZOOM, at 10:00 a.m., on the following dates:

Tuesday, January 30, 2024

Tuesday, February 27, 2024

Tuesday, March 26, 2024

Tuesday, April 23, 2024

Tuesday, May 28, 2024

Tuesday, June 25, 2024

Tuesday, July 30, 2024

Tuesday, August 27, 2024

Tuesday, September 24, 2024

Tuesday, October 29, 2024

Tuesday, November 26, 2024

Tuesday, December 31, 2024

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Lincoln County Lodger's Tax Committee may be called by the Chairman or a majority of the member upon three (3) days' notice. For the purpose of special meetings, notice requirement will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact (575) 648-2385 at least 48 hours in advance of the meeting.

BRIANNA VENTURA
ADMINISTRATIVE ASSISTANT/
HUMAN RESOURCES DIRECTOR



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 9

SUBJECT:

Approval of Resolution 2024-25 for FY 23-24: Deer Park Valley Loan Payoff

Tuesday, November 14, 2023

**LINCOLN COUNTY COMMISSION
RESOLUTION NO. 2024-25
BUDGET ADJUSTMENT FY 2023-2024**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on October 17, 2023 did review requests for adjustments to the 2023-24 Budget; and

WHEREAS, it was determined that the proposed budget adjustments would be beneficial for the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with the following adjustments;

Fund	DFA Line #	Description	Revenues	Expenses	Transfer In	Transfer Out
General		General				
401-00-1951	11000-0001-61200	Transfer out 508 Deer Park Valley				\$ 5,000.00
401-00-1950	11000-0001-61100	Transfer in from 508 Deer Park Valley			\$ 5,000.00	
		Subtotal	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
Deer Park Valley		Deer Park Valley				
508-00-1950	40300-0001-61100	Transfer in from 401 General Fund			\$ 5,000.00	
508-00-1951	40300-0001-61200	Transfer out to 401 General Fund				\$ 5,000.00
508-00-1951	40300-0001-61200	Transfer out to 683 Revenue Bond Debt Fund				\$ 441,416.00
		Subtotal	\$ -	\$ -	\$ 5,000.00	\$ 446,416.00
Revenue Bond Debt		Revenue Bond Debt				
683-00-1950	40300-0001-61100	Transfer in from 508 Deer Park Valley			\$ 441,416.00	
683-57-2900	40300-2004-59010	Principal Payment		\$ 441,416.00		
		Subtotal	\$ -	\$ 441,416.00	\$ 441,416.00	\$ -
		TOTAL	\$ -	\$ 441,416.00	\$ 451,416.00	\$ 451,416.00

PASSED, APPROVED AND ADOPTED this 17th, October 2023.

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF LINCOLN,
STATE OF NEW MEXICO**

Todd Proctor, Chairman
District I

Mark G. Fischer, Member
District V

Pierre S. Pfeffer, Member
District IV

Jon Crunk, Vice Chairman
District III

Samantha J. Serna, Member
District II

ATTEST:

Shannan Hemphill, County Clerk



NEW MEXICO FINANCE AUTHORITY

PAY OFF WORKSHEET

Client Name: Lincoln County
Loan Number: PPRF-2506
Pay Off Date: 11/16/23

Principal Balance	\$489,567.00
+ Interest Balance	\$750.67
+ Rate Fee Balance	\$0.00
+ Release Fee Amount	\$0.00
+ Unpaid Late Charge Amount	\$0.00
+ Unpaid Processing Fees	\$0.00
- Project Funds Remaining	\$0.00
- Loan Reserves	\$0.00
- Loan Depository Balance	\$0.03
<hr/>	
Pay Off Total	\$490,317.64
Per diem interest amount =	\$46.92
Per diem rate amount =	\$0.00

Please be certain check arrives by the above indicated payoff date.



Lincoln County Treasurer

Sherrie Huddleston – Treasurer

Troy Niederstadt – Chief Deputy

P.O. Box 970

Carrizozo, NM 88301-0970

(575) 648-2397

Fax (575) 648-2551

www.lincolncountynm.gov

(800) 687-2705

November 14, 2023

Mrs. Leslie Medina
New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501

VIA EMAIL

RE: NMFA Loan Payoff PPRF-2506 Deer Park Valley Subdivision Special Assessment District

Dear Mrs. Medina,

The County of Lincoln is requesting to pay NMFA Loan PPRF-2506 DPV early for a date of November 16, 2023. Pay off worksheet received shows the payoff amount of \$490,317.64 for the above date.

Lincoln County Treasurer's office will ACH payment on November 15, 2023 for the amount of \$489,567.00 for principal balance and \$750.67 for interest, total payment \$490,317.64.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely yours,

Sherrie Huddleston, Lincoln County Treasurer

Makayla Zonfrilli, County Manager



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 10

SUBJECT:

Approval of Budget Adjustment for FY 23/24 by Resolution 2024-26

Tuesday, November 14, 2023

**LINCOLN COUNTY COMMISSION
RESOLUTION NO. 2024-26
BUDGET ADJUSTMENT FY 2023-2024**

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on November 14, 2023 did review requests for adjustments to the 2023-24 Budget; and

WHEREAS, it was determined that the proposed budget adjustments would be beneficial for the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with the following adjustments;

Fund	DFA Line #	Description	Revenues	Expenses	Transfer In	Transfer Out
<i>General</i>		<i>General</i>				
401-00-1951	11000-0001-61200	Transfer out Legislative Appro (420)				\$ 2,500,000.00
401-00-1950	11000-0001-61100	Transfer in from Legislative Appro (420)			\$ 2,500,000.00	
401-00-1951	11000-0001-61200	Transfer out Homeland Security(462)				\$ 524,000.00
401-00-1950	11000-0001-61100	Transfer in from Homeland Security(462)			\$ 524,000.00	
		Subtotal	\$ -	\$ -	\$ 3,024,000.00	\$ 3,024,000.00
<i>Homeland Security</i>		<i>Homeland Security</i>				
462-00-1950	21800-0001-61100	Transfer in from General Fund			\$ 524,000.00	
462-00-1951	21800-0001-61200	Transfer out from General Fund				\$ 524,000.00
462-00-1601	21800-0001-47499	Grant Fund	\$ 524,000.00			
462-92-2906	21800-2002-58999	Capout Comm./Gallinas Radio Tower		\$ 524,000.00		
		Subtotal	\$ 524,000.00	\$ 524,000.00	\$ 524,000.00	\$ 524,000.00
<i>Disaster Relief</i>		<i>Disaster Relief</i>				
681-00-1028	29900-0001-47550	EWP Project (McBride Fire) Revenue	\$ 1,242,500.00			
681-53-2122	29900-2002-55999	EWP Project (McBride Fire) Expense		\$ 1,242,500.00		
		Subtotal	\$ 1,242,500.00	\$ 1,242,500.00	\$ -	\$ -
<i>Legislative Approp.</i>		<i>Legislative Approp</i>				
420-00-1950	30300-0001-61100	Transfer in from General Fund			\$ 2,500,000.00	
420-00-1951	30300-0001-61200	Transfer out to General Fund				\$ 2,500,000.00
420-28-2549	30300-2002-58090	McBride Fire Infra/Roadway/Bridges		\$ 2,500,000.00		
420-00- 1289	30300-0001- 47300	McBride Fire Infra/Roadway/Bridges	\$ 2,500,000.00			
		Subtotal	\$ 2,500,000.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ 2,500,000.00
		TOTAL	\$ 4,266,500.00	\$ 4,266,500.00	\$ 6,048,000.00	\$ 6,048,000.00

PASSED, APPROVED AND ADOPTED this 14th, November 2023.

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF LINCOLN,
STATE OF NEW MEXICO**

Todd F. Proctor, Chairman
District I

Mark G. Fischer, Member
District V

Pierre S. Pfeffer, Member
District IV

Jon F. Crunk, Vice Chairman
District III

Samantha J. Serna, Member
District II

ATTEST:

Shannan Hemphill, County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 11

SUBJECT:

Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District
- b. Lincoln County / NMSU Extension Services
- c. South Central Mountain RC & D
- d. Upper Hondo Soil & Water Conservation District
- e. Land & Natural Resources Advisory Committee-LANRAC

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 12

SUBJECT:

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

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 13

SUBJECT:

Galen Farrington – Resident – Requesting a BOCC letter of support against the proposed location of a concrete batch plant (10 minute presentation)

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 13(a)

SUBJECT:

- 13(a). Discussion and possible action on letter of support of Roswell-Chaves County hosting the National Championship Air Races (letter needed by Nov. 17th, 2023).

Nov. 17th



Greetings,

On behalf of the Roswell-Chaves County Economic Development Corporation (RCCEDC), we want to extend our appreciation of your willingness to support our quest to become the new home for the National Championship Air Races (NCAR).

The Reno Air Racing Association (RARA) is a non-profit organization which was established in 1964 in Reno, Nevada and has remained an annual focal point for thrill seeking individuals who enjoy the excitement of NCAR. During the 10-day event, NCAR attracts approximately 70,000 spectators and boasts over \$100 million in economic impact. In addition, RARA makes cash contributions to local charities and organizations, awards scholarships to students, and is an active supporter of STEM fields in education.

After a 59-year engagement, the Reno-Tahoe Airport Authority has made the decision to uproot the air races to expand commercial development that will impede imperative areas of the racecourse. Once decisions were made to end the partnership with the city of Reno, cities, including Roswell, quickly began work to attract this lucrative and enticing event. Due to our rich aviation history, excellent location, cohesive community, and beautiful scenery, Roswell displays being an excellent contender for becoming the new host of the air races.

On October 19th, we received notification that out of approximately 30 bidders, Roswell is 1 of 6 cities under final consideration. The selection process is underway, and Roswell is committed to demonstrating its suitability. Community stakeholders, local authorities, and event organizers are working closely to make the dream of hosting the National Championship Air Races (NCAR) in Roswell a reality. After submitting the official proposal in August 2023, Roswell expects to host an upcoming site visit, and receive a final decision in early 2024. If selected, Roswell will host their first NCAR in September 2025.

With this said, we are continuously working to ensure that Roswell becomes the home to RARA. The profound economic impact will not be subject to Roswell, but to each of our neighboring communities of Southeastern New Mexico. The importance of Roswell having support from our neighbors is imperative for us to continue being a frontrunner in this competitive endeavor. We humbly ask for letters of support and anything your local community can facilitate to help us become the official host of this captivating air racing event.

Please contact me anytime at 575-430-0471 or mike@chavescounty.net if you need any assistance or further information on this recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Michael Espiritu".

Michael "Mike" Espiritu, MEDP, IOM, STS
President / CEO, RCCEDC



220 N. Main St. | P.O. Box 849 | Roswell, New Mexico 88202-0849 | 575.622.1975

www.chavescounty.net



Talking Points-RARA

General Information:

- The Reno Air Races Association (RARA) is a non-profit organization founded in 1964 in Reno, Nevada, which hosts an annual 10-day National Championship Air Racing (NCAR) event.
- Last year, an estimated 70,000 participants/spectators attended.
- From an economic perspective, the air races generate around \$100 million in economic impact.
- RARA believes in philanthropy and is a generous cash donor to charities and organizations, as well as an awarder of scholarships to students of STEM fields of education.

Why is RARA leaving Reno?

- Expansion of commercial development which hampers facilitation of air racing events.

Why is Roswell an Important Contender?

Roswell is an outstanding candidate to host the National Championship Air Races (NCAR):

- **Aviation Heritage:** Known as the "Alien Capital of the World," Roswell has a deep and diverse aviation heritage, featuring both military and civilian connections. Today's Roswell Air Center is an enduring testament to the city's historic commitment to excellence in aviation.
- **Strategic Location:** Roswell's location in the heart of Southeast New Mexico offers excellent accessibility for participants and spectators alike. Its established highway network active commercial airport makes it an ideal hub for this premier aviation event.
- **Community Support:** The Roswell community has embraced the potential of hosting the National Championship Air Races. Local businesses, volunteers, and aviation enthusiasts are eager to come together to ensure the success of the event.
- **Spectacular Scenery:** The wide-open spaces and stunning landscapes of the New Mexico desert create a breathtaking backdrop for air racing, providing an unforgettable experience for all attendees.

What is the Impact if Selected?

- **Increased Tourism:** With the world's best pilots taking to our skies, we can expect aviation enthusiasts and spectators from near and far to flock to Roswell. This influx of visitors will boost tourism, driving revenue for our local businesses, hotels, and restaurants.

- **Job Creation:** Preparing for and hosting an event of this magnitude requires a workforce, from event coordinators to vendors, security personnel to hospitality staff. The Reno Air Races would create job opportunities that benefit our community.
- **Business Expansion:** Local businesses, especially those in the aviation and tourism sectors, stand to gain from the increased foot traffic and business generated by the event. This means more opportunities for growth and expansion.
- **Promoting Local Products:** Events like the Reno Air Races often showcase the best of local products and services. Our businesses have the chance to shine, attracting customers and potential long-term partnerships.
- **Inspiring Future Generations:** Hosting the Reno Air Races can ignite the passion for aviation and related STEM fields in our youth. This event could lead to more students pursuing careers in aviation, further strengthening our local workforce.
- **Economic Growth of Region:** Roswell may become the new home of RARA; however, the economic impact will be felt by surrounding communities of Southeastern New Mexico.

What Does the Future Hold?

The selection process is underway, and Roswell is committed to demonstrating its suitability. Community stakeholders, local authorities, and event organizers are working closely to make the dream of hosting the National Championship Air Races (NCAR) in Roswell a reality. After submitting the official proposal in August 2023, Roswell expects to host an upcoming site visit, and receive a final decision in early 2024. If selected, Roswell will host their first NCAR in September 2025.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Lincoln County Board of Commissioners
300 Central Ave.
Carrizozo, NM 88301

November 9, 2023

Micheal Espiritu
Roswell-Chaves County Economic Development Corp.
220 N. Main Street
Roswell, NM 88202

To whom it may concern,

The Lincoln County Board of Commissioners writes in support of the application submitted by the Roswell-Chaves County Economic Development Corporation to become the new home for the National Championship Air Races (NCAR). The County of Lincoln understands that the NCAR would power the economic engine for Southeastern New Mexico.

The Commission strongly supports the Roswell-Chaves County Economic Development Corporation. We are leveraging our support to create a collaborative powerhouse to accelerate economic recovery from the COVID-19 pandemic and past natural disasters while increasing opportunities for economic growth and sustainability. Our region would be a perfect fit for the NCAR due to its excellent location, rich aviation history, and beautiful landscape.

We appreciate your interest in improving the economic resiliency of our region. Thank you in advance for your thoughtful consideration. Please include this letter in the official record of the application.

Respectfully yours,

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

Todd F. Proctor, Chairman Dist. 1

Jon F. Crunk, Vice Chairman, Dist. 3

Mark G. Fischer, Member Dist. 5

Pierre S. Pfeffer, Member Dist. 4

Samantha J. Serna, Member Dist. 2



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 14

SUBJECT:

Lincoln County Detention Center Update

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 15

SUBJECT:

Lincoln County Medical Center Update – Todd Oberheu

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 16

1) Code Enforcement Officer – Nick Herrera

Monday 11/6/2023 I met with Scott, Nick, Sheriff Wood, and Undersheriff Martinez to discuss our next phase in orientation for our Code Enforcement Officer. We have given Mr. Herrera the cell phone formerly associated with Francesca's position. His badge is being ordered. Sheriff Wood and Undersheriff Martinez will be working with Mr. Herrera to get a vest fitting in Albuquerque. Mr. Herrera will work with the team to get his truck properly outfitted with a radio and visible decals for identification. I am working with the Village to determine if Mr. Herrera can shadow with the Village's Code Enforcement Officer for a day or two. Mr. Herrera will work with the Animal Control officer in the Sheriff's office to assist with animal control needs as well as carryout the additional ordinance enforcement to include but not be limited too Open Fire/Burn, Solid Waste, etc. Officer Herrera will also be participating in a few days of shadowing with a Sheriff Deputy and/or Animal Control officer. There is training offered by the State pertaining to State Animal Control laws. Officer Herrera will be participating in these training courses to know when to enforce and when to call for a Deputy/Sheriff's Animal Control Officer. Officer Herrera will also be participating in OC/Pepper spray, Taser/Phaser training, and baton training. We will also work to build or purchase an animal cage and gather quotes for an animal lift for safety and security of animal loading (to be brought before the Commission). We will re-evaluate the progress after the Thanksgiving break to provide additional updates. We still need to meet with Alan on Court procedures and citation information. We will need to work on a new contract with the Human Society to include the County's new Code Enforcement Officer.

Requested Motion: Motion to gather estimates for code enforcement training and quotes for an animal cage and lift system for the County's Code Enforcement Officer to be presented at the next meeting.

2) Town of Carrizozo

Navigating through the former County Manager's emails, I came across a grant agreement for the Town of Carrizozo for the Law Enforcement Recruitment Fund (LERF) for the amount of \$131,250. I left a voicemail with Chief Hill from the Carrizozo Police dept. to seek further information on this grant/project.

3) Annual Survey of Local Government Finances – U.S. Census Bureau

Due December 12, 2023

4) Contractor Annual Service Contract Reporting Requirements

Due November 15, 2023.

5) Solid Waste Update

Our solid waste billing is wrapping up and we have a few accounts with credits. Scott and the team are putting together a comprehensive list. I have corresponded with Rheganne and she is speaking with the VP to see if we can transfer those credits. If not, we may need to decide to issue reimbursement checks for anything over \$5.00.

Requested Motion: Motion to approve the County Manager to work with the County Attorney to negotiate with USW to transfer credits of existing customers if agreeable by USW and if not present the cost of reimbursement at the next Commission meeting for discussion and potential action to issue reimbursements.

6) Financial reporting / Treasurer reporting to the Commission

I am working with the Finance office and the Treasurer's office to come up with a more reader-friendly financial report. Tyler MUNIS software would greatly assist with this. In the meantime, we will work as a team to have something more reader-friendly for the December meeting. With the current software and starting on 11/1 I did not have enough time to go through all the financial and treasurer reports to manually create a more presentable report based on the data given each month. Example Cover sheet provided. I will need to work with the Treasurer, Finance, and Assessors for this information as well as Triadic to see how we can produce such reports as I am most familiar with Tyler Tech.

7) LATCF (Local Assistance and Tribal Consistency Fund)

We have \$5.8 million of unallocated LATCF funds. These funds can be used for software improvements to increase public service provision such as finance software like Tyler Technologies and VOIP phone system upgrades. I would like to propose using some of these funds to implement a better accounting and government finance system and phone system for our county staff to provide more transparent reports and work more efficiently to serve the public which will increase government transparency. Otero and Chavis County also have switched from Triatic to Tyler.

Requested Motion: Motion to approve the County Manager to get quotes on the Tyler Technologies finance system Enterprise package and VOIP phone systems to present to the Commission for the December meeting.

8) Strategic Plan

I want to hold a department head and elected officials meeting and then a workshop with the commissioners (eventually) to get a consensus among staff on their feelings about a county wide strategic plan. From there, I want to do an internal workplace culture analysis, determine internal goals, work with planning and the assessor's office to do some sort of community survey on needs/wants in the county, survey and meet with each town/village, and form a county-wide strategic planning committee. There are a lot of other things that will go into this plan for a strategic direction but phase I will be the information gathering phase. I am seeking the Board's permission to begin forming a strategic direction and gather some initial data to work towards a strategic plan in the form of phases. The Commission will clearly have final oversight and approval, but I want to put something very nice and informative for the board to discuss in a workshop and then discuss in a commission meeting.

Outreach is also going to be a big part of this plan, visiting each village/city to get survey results and from all the internal and external results I think the commission could use that information to determine goals for strategic direction.

I'd like to get to a point where I can provide information on what staff think, what residents think, what county leaders think, and then what the commission would like to see and put that all into a nice strategic plan proposal. I've done this in the past 3 counties I've worked in, and it has been a successful endeavor, so I look forward to working with the Board on such a project.

There may be grants available and we could also explore outsourcing this planning project if the Board doesn't want to use County staff. This would be considered optional for elected officials but can be adopted by them if they choose to participate.

Requested Motion: Motion to approve the County Manager to beginning the process of strategic planning for the County and enter phase I of the Strategic planning process which is to provide a detailed outline to the Commission of Phase I: Research and Data Collection and present this phase I proposal to the Commission in the December 2023 meeting for consideration of implementation of a phased County Strategic Plan.

9) Grant Writer Position, Public Works Director, Solid Waste Clerks

The County is undergoing some changes with the Solid Waste process. We have two employees acting in the roles of Clerks, collecting payments and such. We also have a Public Works Director position open as well as a grant writer position. I would like to seek permission from the Board to do a department and job description review and present a proposal to the Commission on what should be done with these positions.

Requested Motion: Motion to approve the County Manager to review the job descriptions of the Grant Writer, Public Works Director, and Solid Waste Clerks and propose a course of action for reorganization and operational efficiency at the December 2023 meeting.

10) Support Letter for Aquifer Legislation and/or Funding

A letter was submitted by former Commissioner Spencer regarding the wells that are causing issues on his ranch property. He asked the Commission to produce a letter of support for an Aquifer study and future funding.

Requested Motion: Motion to approve the letter of support as presented and submit it to the parties indicated.

11) Capital Outlay Schedule 2024

COG needs our capital outlay schedule for 2024. Presentations on November 15th at 10 am in the ENMU Ruidoso Conference Room (709 Mechem Dr.).

12) Director's Reports



County of Lincoln

To: Board of Commissioners

From: County Manager, Finance Director, Treasurer, Assessor

Date: November 14, 2023

Subject: Monthly Reports – November 2023

Table of Contents

Graph of Expense Budget
Expense Budget

Department Budget Reports with Graphs

Graph Check Listings
Check Listings Report

Graph of Gross Receipts Tax
Gross Receipts Tax Report

Graph of Tax Base Report
Tax Base Report

Graph Special Revenue Funds
Special Revenue Funds Report

Federal Grant Revenue Funds

State Grant Revenue Funds

Department Budget Reports with Graphs

Keynote Summaries

Address: PO Box 711 | 300 Central Ave. | Carrizozo, New Mexico 88301-0711

Phone: (575) 648-2385

Website: www.lincolncountynm.gov

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

Tyler Program
Phone System

Technology infrastructure refers to the **system of hardware, software, facilities and service components that support the delivery of business systems and IT-enabled processes** ¹ . It is defined broadly as a set of information technology (IT) components that are the foundation of an IT service, typically physical components such as computer and networking hardware and facilities, but also various software and network components ² . Technology infrastructure includes information systems, information technology, information equipment and facilities, equipment, lines and services designed for or used for the transmission, emission or reception of signs, signals, writings, images or sounds of intelligence of any nature by wire, radio, microwave or other electromagnetic or optical systems, related hardware, software and programming ³ .

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia.¹ Further, generally, receipt of LATCF funding does not trigger the National

¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the non-federal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), <https://www.gao.gov/assets/gao-06-382sp.pdf>

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.⁷ Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). See OMB Memorandum M-22-11 at 3-4.



County of Lincoln

November 16, 2023

New Mexico Office of the State Engineer
130 South Capitol Street
PO Box 25102
Santa Fe, NM 87504-5102

Harlan Vincent, New Mexico State Representative
District 56
P.O. Box 323
Ruidoso Downs, NM 88346

RE: Aquifer Studies - Bar W Ranch, Inc. - New Mexico Water Law & Tularosa Basin Ground Water

To Whom It May Concern,

During the Lincoln County Board of Commissioners' regularly scheduled meeting, which took place October 17, 2023, Lincoln County Resident and former County Commissioner Mr. Stirling Spencer, President of Bar W Ranch, Inc. was present to voice his concerns. Mr. Spencer respectfully requested that the Commission draft a letter supporting funding for aquifer studies. Mr. Spencer requested this support letter be sent to the Office of the State Engineer and the State Legislator's office. Mr. Spencer's initial correspondence detailing the situation is attached to this correspondence. The wells have allegedly resulted in depletion and loss of production for the ranch wells and springs which directly affects the ranch's livestock.

Lincoln County has a duty to the residents to advocate for concerns. Lincoln County has numerous ranch facilities which are a source of livelihood for many of our residents. Legislation and financial support for updated aquifer studies would greatly benefit the residents of Lincoln County. The Commission respectfully requests that this concern be taken into consideration when planning for future and current use of wells and for future funding opportunities.

Respectfully submitted,

Board of Commissioners
Lincoln County, New Mexico

Address: PO Box 711 | 300 Central Ave. | Carrizozo, New Mexico 88301-0711

Phone: (575) 648-2385

Website: www.lincolncountynm.gov



County of Lincoln

BOARD OF COMMISSIONERS LINCOLN COUNTY, NEW MEXICO

Todd F. Proctor, Chairman Dist. 1

Jon F. Crunk, Vice Chairman, Dist. 3

Mark G. Fischer, Member Dist. 5

Pierre S. Pfeffer, Member Dist. 4

Samantha J. Serna, Member Dist. 2

Attachment as noted

Address: PO Box 711 | 300 Central Ave. | Carrizozo, New Mexico 88301-0711

Phone: (575) 648-2385

Website: www.lincolncountynm.gov

Bar W Ranch, Inc.
PO Box 36
Carrizozo, NM 88301

Mr. Mike Hamman, NM State Engineer

130 South Capital Street

PO Box 25102

Santa Fe, NM 87504-5102

Dear Sir:

I am writing you as to my understanding of the water laws of New Mexico and the present violation that is taking place in my area of District 4, of which I have contacted that engineer and made protests to no timely avail in satisfaction of remedy of what I know is a violation of NM State Water Law.

I own a ranch that has been in operation since 1869 and utilizes the ground waters of the Tularosa Basin in compliance with NM State Water Laws, and these waters are essential to the ranches operation and sustainability. These waters are being impaired over the last year due to diversion wells in the vicinity.

The wells that are affecting my diversions are T-02660 and T-01856, T01962-S that are not in compliance with NM water law. I have formally protested T-02660 and have been waiting for a long periods of time as for that hearing and have also pointed out to the Mayor of Carrizozo the unlawful selling of water from T-01856 & T-01962-S without formal change of purpose.

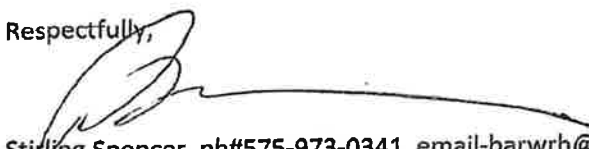
The above mentioned wells have caused depletion and even loss of production from my ranch wells and springs that have priority. I am asking you to investigate these facts and have timely hearings accordingly in order that I may stay in business and provide for my livestock.

I would also ask that you request appropriations' if necessary to study and find out the groundwater capacity of the Upper Tularosa Basin in order to plan proper conservation an use without conflict according to NM Water Laws, impairment is happening now and subdivision approvals, etc. uses have been and are being planned in diversion of more water from this underground aquifer.

I have talked to legislature members in the area and if necessary they would be available to carry an appropriations bill for your office to accomplish this.

Please responded to this letter in the next two weeks, as the topics are very ergent.

Respectfully,



Stirling Spencer, ph#575-973-0341, email-barwrh@gmail.com

October 5, 2023

OCT 10 2023

BAR W RANCH

PO BOX 36

CARRIZOZO, NM 88301

FINANCE DEPARTMENT

barwrh@gmail.com 575-973-0341

TO: Lincoln County Commission

Subject: Tularosa Basin Ground Water

As cited in report by Bhasker K Rao, N.M. State Engineers Office, at the present and future estimate of withdrawal of groundwater from the greater Carrizozo area, utilizing an average of @ 10+ inches of moisture per year, mining of the available present recharge waters will take place. Compounded by the last 20 plus years of 2-6 inches of moisture, the projections further make cause for a critical outlook.

There have been other studies since the above one/(attached), that have some conflicting results which calls for the necessity of a new study. Many of the conflicting studies utilize annual precipitation at 10-26 inches. Sited by Shoemaker and Asso. in a report by Aegean Consulting LLC., critical water supply conditions may occur in the Nogal and Carrizozo communities.

The welfare of the Lincoln County citizens in this basin along with centuries of economic activity is in jeopardy should the negative projections and reports be correct.

Presently, many of my wells and springs on the Bar W Ranch, which is in the studied area, have either ceased production or have a lessened productivity.

I am asking this County Commission to request, along with other commissioners and legislators in this basin, of the NM State Engineers' Office along with state legislative support to perform a new study to account for the sustainable water resource in the upper Tularosa Basin, (which also effects the upper part of the lower basin).

As your citizen,

Stirling Spencer, President

Bar W Ranch, Inc.

9 October 2023

MISC

DOCS

No. 1211

1985

MISC
DOCS
No. 1211

GROUNDWATER RESOURCES IN THE CARRIZOZO AREA,

NEW MEXICO

Bhasker K. Rao

New Mexico State Engineer Office

Santa Fe, New Mexico 87503

ABSTRACT

Groundwater near Carrizozo, New Mexico, occurs in alluvium and in consolidated aquifers of Cretaceous age. Recharge to the aquifers occurs along mountain fronts. The mountain front recharge is estimated to be approximately 3000 acre-feet per year or nearly 7.5 percent of the precipitation. Observed water level declines indicate local groundwater mining.

COPYRIGHTED BY NMGS

COPYRIGHTED BY N M S

GROUNDWATER RESOURCES IN THE CARRIZOZO AREA,
NEW MEXICO

Bhasker K. Rao

New Mexico State Engineer Office

Santa Fe, New Mexico 87503

PURPOSE AND SCOPE

The purpose of this paper is to describe the current groundwater conditions near Carrizozo, New Mexico, and to provide estimates of groundwater recharge and availability. Recent, unpublished hydrologic data on water levels, water quality, irrigated acreage and groundwater pumpage for the Carrizozo area were collected and analyzed. Groundwater recharge is estimated using mountain front recharge models.

Basic hydrogeologic information for the Carrizozo area is available in previous studies (J. B. Cooper, unpubl. 1958; Cooper, 1964, 1965; G. E. Hendrickson, unpubl. 1949; and Weber, 1964). Most of the well inventory and water level data are obtained from Cooper (1965) and United States Geological Survey (USGS) computer databases. Data were analyzed for an area covered by T7S through T9S and R10E through R12E, which includes the village of Carrizozo and surrounding areas of groundwater development.

HYDROGEOLOGY AND HYDROLOGY OF THE CARRIZOZO AREA

Important aquifers in the Carrizozo area consist of Quaternary alluvium and Cretaceous sandstones (Weber, 1964, fig. 2). Eastward-dipping Upper Cretaceous (Mesaverde Group) sandstones underlie the alluvium. Mancos Shale and Dakota Sandstone, also Cretaceous, underlie the Mesaverde. Numerous springs found in the area are either associated with Cretaceous rock outcrops or issue from alluvium at places where

rock ledges form subsurface dams. The eastward-dipping Cretaceous strata have been intruded by igneous rocks in many places. These igneous intrusives form barriers to groundwater movement in the Cretaceous rocks, resulting in complex hydrogeologic conditions in the areas of intrusive activity.

The alluvium ranges in thickness from a few feet west of Carrizozo to more than 100 feet near the center of the Carrizozo plain (the area east of Carrizozo). From the center of the Carrizozo plain to the mountains, the alluvial thickness decreases to almost zero. The alluvium consists of heterogeneous deposits of unconsolidated clay, silt, sand, gravel and boulders. Much gypsum is present in the clay deposits.

Groundwater occurs in the alluvium under unconfined conditions. There is no indication that groundwater in the Mesaverde Group is under confined conditions; and it is probable that, in part of the area, there is a hydraulic connection between the alluvium and the Mesaverde Group (J. B. Cooper, unpubl. 1958).

GROUNDWATER RECHARGE

Recharge to the alluvium is from runoff in an area of about 50 square miles in the mountains east of Carrizozo. With an estimated average annual precipitation of about 15 inches, about 40,000 acre-feet of water are received as precipitation in this area each year (G. E. Hendrickson, unpubl. 1949). Cooper (1965) indicated that recharge to the alluvium may be only a small part of the total precipitation. High evaporation and transpiration losses are probable during hot summer months. Keith (1980) observed that winter precipitation is primarily responsible for mountain front recharge. Near Carrizozo, more than 60 percent of the precipitation occurs during summer months. The percent-

age of precipitation that recharges the aquifer is difficult to estimate; however, some guidelines are available.

Maxey and Eakin (1949) developed a recharge model which assumes that mountain front recharge is a function of elevation-precipitation relationships. Based on the Maxey-Eakin model, precipitation-recharge relationships were developed for the desert basins of Nevada (Watson et al., 1976). A 12- to 15-inch precipitation zone is estimated to contribute approximately seven percent of the precipitation to recharge. Hood and Waddell (1968) estimated the average annual recharge to Skull Valley, Utah, using the Maxey-Eakin technique adjusted to the conditions of Skull Valley. The calculations indicated an average annual recharge rate of about six to seven percent of average annual precipitation.

Keith (1980) discussed the usability and soundness of different mountain front recharge models. The Darcy model (Besbes et al., 1978) is considered most desirable where water level contours parallel the mountain front and where transmissivity data are available. In this method, recharge is calculated as underflow across an equipotential line according to Darcy's law $Q = TIL$ where Q = recharge, T = transmissivity, I = gradient and L = cross-sectional width of aquifer. Because the 1957 water level contour map for the Carrizozo area (Cooper, 1965) shows water level contours to be parallel to the mountain front, this method can be used to calculate recharge, using values for T , I and L as described below.

Reported pumping and drawdown data, along with well diameter and duration of pumping, are available for three wells (J. B. Cooper, unpubl. 1958). Calculated specific capacities ranged from 5.7 gpm per ft to 12.6 gpm per ft. Transmissivity was estimated from specific capacity using

the method described by C. V. Theis (1963), assuming a specific yield of 0.2. Estimated transmissivity for a well in Sec. 14 T8S R10E was 2000 ft squared per day and the well was screened in both alluvium and Cretaceous rocks. Estimated transmissivity for a well in Sec. 21 T8S R10E was 1000 ft squared per day and the well was screened in Cretaceous rocks. Estimated transmissivity for a well in Sec. 6 T8S R11E was 850 ft squared per day and the well was screened in alluvium.

An equipotential line corresponding to 5650-ft water level contour (Cooper, 1965) was selected for calculating underflow. A cross-sectional width of 8 mi and a gradient of 75 ft per mi were estimated and used for underflow calculation. The only available estimate of alluvial transmissivity is from a well in Sec. 6 T8S R11E and is equal to 850 ft squared per day. Because of lack of transmissivity data for the alluvium, the heterogeneous nature of the alluvium and uncertainty over the saturated thickness, it is difficult to determine with certainty an average transmissivity value for recharge calculations. A transmissivity value of 600 ft squared per day was selected as a low estimate within a reasonable range.

When the Darcy model was applied to the Carrizozo area, it yielded recharge estimates of approximately 3000 acre-feet per year or nearly 7.5 percent of the precipitation on the mountains. This compares well with the Maxey-Eakin estimates of mountain front recharge for Nevada (Watson et al., 1976) and Utah (Hood and Waddell, 1968).

Natural discharge from the alluvium occurs in the form of evapotranspiration, springs and possibly some leakage to the Mesaverde Group. The remaining amount of the recharge is believed to flow into the malpais (lava beds located about 6 mi west of Carrizozo).

Recharge to the Mesaverde Group may occur by downward leakage from the alluvium or upward leakage from deeper Cretaceous rocks. Deeper Cretaceous rocks (Dakota Sandstone) probably receive most of their recharge in the area to the west where they are directly overlain by the malpais. In the Carrizozo area, these Cretaceous sandstones are deeper than 4000 ft (see Weber, 1964, fig. 2); and significant upward leakage from these rocks to the Mesaverde Group that lies beneath the alluvium is not likely because the Mancos Shale, which is low in permeability, (Weber 1964, fig. 2) separates the Dakota Sandstone from the overlying Mesaverde Group. It is also possible that most of the precipitation on the malpais may move southwest as shallow subsurface flow along the old stream channel over which malpais are deposited and may not significantly recharge the Dakota Sandstone (J. W. Hawley, oral commun. 1985).

PRESENT GROUNDWATER DEVELOPMENT

The groundwater database for the well inventory contained records for 119 wells. Of these, 59 are stock wells, 13 are irrigation wells, ten are domestic wells, one is a public supply well, one is an industrial well and the remaining 35 are listed as unused wells. Sixty-one wells are pumped from alluvium, 24 from rocks of the Mesaverde Group and five from alluvium and rocks of the Mesaverde Group. No information is available for the remaining 29 wells. Information about well yields was available for only 14 wells. Yields for wells in alluvium ranged from 100 gpm to 400 gpm. Yields for wells finished in rocks of the Mesaverde Group ranged from 25 gpm to 1080 gpm.

Wells deeper than 100 ft are likely to obtain water from both alluvium and rocks of the Mesaverde Group or from rocks of the Mesaverde Group where the alluvium is thin or nonexistent.

According to data provided by Sorensen (1982), there were 360 acres irrigated by groundwater near Carrizozo in 1980. Total groundwater withdrawal for irrigation during that year was 1150 acre-feet. This estimate comes from calculated consumptive use requirements and an assumed irrigation efficiency. The State Engineer Office files indicate that the groundwater discharge from stock and domestic wells is small and probably less than 150 acre-feet per year. Sorensen (1982) reported that only 17 acre-feet of groundwater were withdrawn for community supply in 1980. The current estimated groundwater extraction in the Carrizozo area is, therefore, approximately 1350 acre-feet per year.

HISTORICAL WATER LEVEL CHANGES

The water level database contained records for more than 100 wells in the study area near Carrizozo. The number of years for which water level data were available varied from well to well. Data were available as early as 1957 up to 1984. The majority of the water level measurements were made consistently during the months of January through April. Changes in water levels could be calculated for only 50 wells.

Average annual rates of water level changes for each well were calculated for the entire period of data and for a consecutive five-year period from the latest data. When data did not permit the calculation of water level change rates for a five-year period, another time period was chosen.

A listing of selected wells and corresponding critical rates of water level change is provided in Table 1. The "critical rate of water level change" for a given well is defined as the maximum of historical rate of change and recent rate of change. Twenty-nine wells showed critical rates of water level change equal to or greater than 0.5 ft per year. A

positive change of water level in the table indicates a water level rise. Twenty-one wells show water level declines ranging from 0.5 ft per year to 7.1 ft per year. The remaining eight wells show water level rises ranging from 0.7 ft per year to 3.1 ft per year.

Water level changes can result from a variety of hydrologic phenomena. Water levels generally respond to long-term changes in precipitation or recharge and groundwater withdrawals. The observed water level declines probably are not due to lower-than-normal precipitation because precipitation near Carrizozo has been close to normal during the past decade. Pumpage information for individual wells in the Carrizozo area is not available. Correlation of the observed rates of water level changes with pumpage is, therefore, difficult.

PROJECTIONS OF FUTURE WATER LEVEL CHANGES

No evidence of significant recent increases in well pumpage near Carrizozo is available. However, based on water level changes in wells over time, it is believed that, even if pumpage continues at the present level, local groundwater mining near Carrizozo probably will continue to occur.

QUALITY OF GROUNDWATER

Water quality information included 102 observations from 1911 to 1982. Water quality data over time from individual wells were not available, precluding detection of long-term trends in water quality. For alluvial wells, sulfate ranged from 300 to 2160 mg/l with an average of 823 mg/l. Total dissolved solids ranged from 770 to 4960 mg/l with an average of 1906 mg/l. For wells tapping rocks of the Mesaverde Group, sulfate ranged from 215 to 2210 mg/l with an average of 769 mg/l. Total dissolved solids ranged from 790 to 3320 mg/l with an average of 1501

mg/l. Water in rocks of the Mesaverde Group seems to be of slightly better quality than water in the alluvium.

CONCLUSIONS

The mountain front recharge occurring from the mountains east of Carrizozo is estimated to be approximately 3000 acre-feet per year. This is the amount of renewable groundwater in the alluvial and Cretaceous aquifers in the Carrizozo area. It is not possible to withdraw this amount, however, without some local mining of groundwater and resulting drawdowns. Therefore, the recent rates of water level decline, which range from 0.5 to 7.1 ft per year, should be considered in future groundwater development in the Carrizozo area.

ACKNOWLEDGEMENTS

I wish to thank B. R. Orr (U.S. Geological Survey) and F. D. Trauger (Geohydrology Associates, Inc., Albuquerque, New Mexico) for their critical review of the paper. Thanks are also extended to my colleagues for their review and editing assistance. Eileen Galvez exhibited great patience in typing several versions of the manuscript.

REFERENCES

Besbes, M., Delhomme, J. P., and DeMarsily, G., 1978, Estimating recharge from ephemeral streams in arid regions: a case study at Kairouan, Tunisia: Water Resources Research, v. 14, no. 2, p. 281-290.

Cooper, J. B., 1964, Water supplies near Carrizozo, New Mexico: New Mexico Geological Society Guidebook 15, p. 159-160.

Cooper, J. B., 1965, Ground-water resources of the northern Tularosa Basin near Carrizozo, Lincoln County, New Mexico: U.S. Geological Survey Hydrologic Investigations Atlas HA-193.

Hood, J. W., and Waddell, K. M., 1968, Hydrologic reconnaissance of Skull Valley, Tooele County, Utah: State of Utah Department of Natural Resources Technical Publication no. 18, 57 p.

Keith, S. J., 1980, Mountain front recharge: Final Report Regional Recharge Research for Southwest Alluvial Basins by Water Resources Research Center, Department of Hydrology and Water Resources, College of Earth Sciences, University of Arizona, Tucson, Arizona for the U.S. Geological Survey SWAB/RASA Project, Chapter 4.

Maxey, G.B., and Eakin, T. E., 1949, Ground water in White River Valley, White Pine, Nye and Lincoln Counties, Nevada: State of Nevada, Office of the State Engineer Water Resources Bulletin no. 8, 59 p.

Sorensen, E. F., 1982, Water use by categories in New Mexico counties and river basins, and irrigated acreage in 1980: New Mexico State Engineer Office Technical Report 44, 51 p.

- Theis, C. V., 1963, Estimating the transmissibility of a water-table aquifer from the specific capacity of a well, in Methods of determining permeability, transmissibility and drawdown, U.S. Geological Survey Water-Supply Paper 1536-I, p. 332-336
- Watson, P., Sinclair, P., and Waggoner, R., 1976, Quantitative evaluation of a method for estimating recharge to the desert basins of Nevada: Journal of Hydrology, v. 31, no. 3/4, p. 335-357.
- Weber, R. H., 1964, Geology of the Carrizozo quadrangle, New Mexico: New Mexico Geological Society Guidebook 15, p. 100-109.

Table 1. Critical rates of water level change for selected wells near Carrizozo, New Mexico

Well number	Period of calculation	Critical rate of change (ft/yr)
07S.11E.31.3440	1981-84	- 2.6
07S.11E.35.2100	1976-81	- 6.8
08S.10E.01.4320	1976-81	- 1.4
08S.10E.03.1000	1978-84	- 0.8
08S.10E.04.1430	1981-84	- 3.3
08S.10E.04.3000	1976-78	- 1.1
08S.10E.09.1000	1978-84	- 1.5
08S.10E.13.1330	1957-78	- 0.7
08S.10E.22.2000	1978-84	- 0.8
08S.10E.25.3110	1978-84	- 5.3
08S.10E.32.4000	1978-84	- 0.5
08S.11E.02.1430	1981-84	- 1.2
08S.11E.02.4240	1981-84	- 1.2
08S.11E.02.4310	1981-84	- 1.0
08S.11E.04.2330	1981-84	- 1.8
08S.11E.06.431a	1978-84	- 1.1
08S.11E.11.2110	1976-78	- 0.6
08S.11E.12.1130	1981-83	- 5.0
08S.11E.14.1110	1976-81	- 7.1
08S.11E.15.2220	1982-84	- 1.2
09S.10E.06.4310	1978-84	- 1.4
07S.10E.28.2000	1976-83	+ 0.7
07S.10E.29.2220	1978-84	+ 1.0
08S.10E.10.2200	1981-84	+ 2.5
08S.10E.10.4000	1976-78	+ 0.8
08S.10E.17.3430	1978-84	+ 0.7
08S.11E.06.3100	1978-84	+ 3.1
08S.11E.06.4400	1981-84	+ 3.0
08S.11E.11.4200	1981-84	+ 1.3

LINCOLN COUNTY CAPITAL APPROPRIATIONS

Appr Title	ICIP Project ID	Day of Appropriation Year	Revert YR	Agency	Appr ID	Appr Title	Last Agency Update	Local Update Date	Project Phase	Reversion Date	Appropriated Amount	Expended	Balance	Pct Expend	Pct Balance
Total											\$1,990,292	\$1,144,463	\$845,829	654.23%	945.77%
RUIDOSO DOWNS SENIOR CENTER - RENOVATE		12/30/2019	FY 2023	Aging & Lo	D2033	RUIDOSO D	3/21/2023	1/30/2023	0230 - Substantial Completion - Closeout	6/30/2023	\$125,796	\$121,236	\$4,560	96.38%	3.62%
RUIDOSO DOWNS SENIOR CTR PARKING LOT		12/30/2019	FY 2023	Aging & Lo	D2034	RUIDOSO D	3/21/2023	5/31/2019	0250 - Project Closed	6/30/2023	\$10,000	\$10,000	\$0	100.00%	0.00%
LINCOLN CO FIRE STATION WHITE OAKS EXPAND		12/30/2019	FY 2023	Dept. of Fin	D3061	LINCOLN C	3/15/2023	NO UPDAT	0250 - Project Closed	6/30/2023	\$91,000	\$91,000	\$0	100.00%	0.00%
LINCOLN CO DETENTION CTR EXPANSION		12/30/2019	FY 2023	Dept. of Fin	D3066	LINCOLN C	3/14/2023	3/3/2023	0220 - Project in Construction	6/30/2023	\$50,000	\$2,973	\$47,027	5.95%	94.05%
LINCOLN CO FAIRGROUNDS & ARENA IMPROVEMENTS	36828	12/30/2020	FY 2024	Dept. of Fin	E2602	LINCOLN C	3/14/2023	3/3/2023	0210 - Project in Design	6/30/2024	\$245,250	\$154,098	\$91,152	62.83%	37.17%
LINCOLN CO COURTHOUSE ACCESSIBILITY IMPROVE	36820	12/30/2020	FY 2024	Dept. of Fin	E2604	LINCOLN C	3/15/2023	3/3/2023	0210 - Project in Design	6/30/2024	\$90,000	\$18,486	\$71,514	20.54%	79.46%
LINCOLN CO CTHSE COURTYARD IMPROVE	36804	12/30/2020	FY 2024	Dept. of Fin	E2605	LINCOLN C	3/21/2023	3/3/2023	0175 - Project Planning	6/30/2024	\$100,000	\$12,743	\$87,257	12.74%	87.26%
LINCOLN CO HOSPITAL REPLACEMENT	31200	12/30/2020	FY 2024	Dept. of Fin	E2608	LINCOLN C	3/16/2023	NO UPDAT	0250 - Project Closed	6/30/2024	\$460,340	\$460,340	\$0	100.00%	0.00%
CARRIZOZO SENIOR CENTER-VEHICLES		12/30/2020	FY 2024	Aging & Lo	E5239	CARRIZOZ	3/21/2023	1/30/2023	0160 - Grant Agreement Fully Executed	6/30/2024	\$45,822	\$0	\$45,822	0.00%	100.00%
HONDO SENIOR CENTER-EQUIP		12/30/2020	FY 2024	Aging & Lo	E5240	HONDO SE	3/21/2023	1/30/2023	0160 - Grant Agreement Fully Executed	6/30/2024	\$42,240	\$0	\$42,240	0.00%	100.00%
HONDO SENIOR CENTER-VEHICLES		12/30/2020	FY 2024	Aging & Lo	E5241	HONDO SE	3/21/2023	1/30/2023	0200 - Purchase in Process - Ad/Bid	6/30/2024	\$22,172	\$0	\$22,172	0.00%	100.00%
RUIDOSO DOWNS ZIA SENIOR CTR-VEHICLES		12/30/2020	FY 2024	Aging & Lo	E5243	RUIDOSO D	3/21/2023	1/30/2023	0160 - Grant Agreement Fully Executed	6/30/2024	\$22,172	\$0	\$22,172	0.00%	100.00%
CORONA ZIA SENIOR CTR REN		12/30/2021	FY 2025	Aging & Lo	F2026	CORONA Z	3/21/2023	1/30/2023	0220 - Project in Construction	6/30/2025	\$73,500	\$0	\$73,500	0.00%	100.00%
LINCOLN CO DETENTION CTR EQUIP		12/30/2021	FY 2025	Dept. of Fin	F2789	LINCOLN C	3/16/2023	5/6/2022	0250 - Project Closed	6/30/2025	\$162,000	\$162,000	\$0	100.00%	0.00%
LINCOLN CO PALO VERDE SLOPES DRAIN CONSTRUCT		12/30/2021	FY 2025	Department	F3017	LINCOLN C	3/8/2023	3/3/2023	0160 - Grant Agreement Fully Executed	6/30/2025	\$200,000	\$111,587	\$88,413	55.79%	44.21%
LINCOLN CO FAIRGROUNDS REN	36828	12/30/2022	FY 2026	Dept. of Fin	G2892	LINCOLN C	3/14/2023	3/3/2023	0160 - Grant Agreement Fully Executed	6/30/2026	\$250,000	\$0	\$250,000	0.00%	100.00%

***SNMEDD/COG
CAPITAL OUTLAY HEARINGS
SCHEDULE
2024 Legislative session***

CHAVES COUNTY

**NOVEMBER 2, 2023 * 9:00 A.M.
CHAVES COUNTY COMMISSION CHAMBERS
#1 ST. MARY'S PLACE
ROSWELL, NM**

*We are starting this hearing early as the County will be
Presenting a special recognition in honor of Hubert Quintana,
a former Chaves County Manager.

LEA COUNTY

**NOVEMBER 9, 2023 10:00 A.M.
LEA COUNTY COURTHOUSE – 1ST FLOOR
100 N MAIN
LOVINGTON, NM**

EDDY COUNTY

**NOVEMBER 13, 2023 10:00 A.M.
ARTESIA CITY HALL/COUNCIL CHAMBERS
511 W TEXAS
ARTESIA, NM**

OTERO/LINCOLN

**NOVEMBER 15, 2023 10:00 A.M.
ENMU-RUIDOSO CONFERENCE ROOM
709 MECHEM DR,
RUIDOSO, NM**

Capital outlay electronic entry begins **October 18, 2023**

- Keep a copy of each entry entered.
- Capital Outlay requests are entered on the NM legislative site. Access form [here](#) . *(If the link doesn't click immediately, Click Ctrl on your keyboard and then click "here". Or (Copy and Paste link below in Browser OR Highlight link, Right Click and pick "Open Hyperlink"*
[https://nmlegis.gov/Legislation/BillFinder/Capital Outlay Request Forms](https://nmlegis.gov/Legislation/BillFinder/Capital_Outlay_Request_Forms)
Remember the site isn't active until October 18, 2023.
- Email a copy of each request (prioritized #1-#5) to SNMEDD by October 31, 2023. Send to:
pmoffitt@snmedd.com or dbatista@snmedd.com

*Please present only your top 5 capital outlay requests

*Final date for capital outlay entries will be January 11, 2024 3:00 pm

Virtual presentations are also an option. Presenting in person gives you the opportunity to visit legislators that are also present. *Link is attached.*

<https://meet.goto.com/628454477> *(If the link doesn't click immediately, Click Ctrl on your keyboard and then click*

Reauthorizations are due January 28, 2024 by 3:00 pm. Reauthorizations are for an extension of time; expansion or change of scope. Reauthorizations require the sponsor's signature on the form and must be turned in to the Legislative Council Service. SNMEDD can do this for you. We need a copy of the original grant agreement to assure the citations and language are correct and your reason for reauthorization. *Instructions and form attached.*

Included in this email are also instructions regarding capital outlay submissions. This information is from the 2023 session but is still relevant. If new information is published, we will send that out.

We will undoubtedly miss Hubert Quintana's presence this year at the session and during this process. We will work hard to maintain the excellent standard Hubert left for us. Debi Lee will be present at the session representing the COG to assist legislators and our municipalities/counties. Former Representative Bob Wooley will also be representing the COG and assisting Debi. Dora Batista will also be supporting the team.

Debi Lee	575-802-3178
Bob Wooley	505-715-0582
Dora Batista	575 624-6131 office
	575 910 1862 cell



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Director's Report

Date: November 7, 2023

Name: Billie-Jo Guevara

Department: Finance

Vacancies in Department: None

Activities:

- Auditors are wrapping up our audit. They are ahead of schedule.
- Will be attending Virtual meeting from General Services Department (GSD) on November 13, 2023 for Discussion of 10% Premium Rate Increase Effective January 1, 2024.
- Will be attending Virtual Annual Budget Conference November 13-17, 2023
- Will be on Vacation Thanksgiving week.
-
-
-
-

Future Projects / Plans:



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Director's Report

Date: 11/07/2023

Name: Brianna Ventura

Department: HR/AA

Vacancies in Department: 0

Activities:

- Attended the Human Resources Affiliate from October 25-27. Items on the agenda varied across the board on topics being covered. We reviewed the Open Meetings Act and Inspection of Public Records Act; Diversity and Inclusion Training; NM Edge Program (including the new HR program being offered); reviewed the new Pregnant Workers Fairness Act; PERA Update with new laws effective June 16, 2023 and PERA Disability; Training by Sheena Postenrieder on how to become a Highly Effective HR Organization
- Currently working with OES Director, Arron Griewahn, to gather information regarding full-time firefighters and implementing a new PERA plan for firefighters.
- Just wrapped up Health Insurance Open Enrollment for effective date of January 1, 2024.
- Recently filled the Ordinance Enforcement Officer position and the ACO/Civil Process Server position. Our Road Superintendent held a few different interviews for Operator III and Operator II, hopefully we can get those finalized and filled soon.
- Within the last quarter of the year (October-December) we have/will have supplemental insurance agents on-site for employees to change current coverage or enroll in new coverage.
- Registered for Legislative Conference in Santa Fe on January 16-18, 2024.

Future Projects / Plans:

Review current county policies with County Manager Zonfrilli and update as necessary.

Received new labor law posters and will distribute to 18 locations for posting.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Director's Report

Date: 11/3/23

Name: Arron Griewahn

Department: OES

Vacancies in Department: 0

Activities:

- October had 23 calls for service - 1 brush fire, 2 structure fires, 2 campfires, 9 false alarms, 3 ems assists, 3 MVA's, 1 power line call, 1 gas leak, 1 search and rescue.
- Hondo VFD hosted its first fire prevention haunted house. handed out fire prevention materials to 32 kids and 43 adults
- Attended Red Ribbon Day at the Capitan schools. Talked to grades pre-k through 12th about what we do.
- Attended the trunk or treat at the Ruidoso Downs Race Track.
- Attended a meeting with Commissioner Pfeffer and Commissioner Crunk to discuss funding opportunities for paid firefighters.
- We have started our pump testing for the year and plan to have all departments completed by mid November
- Hosted both a basic and advanced wildland firefighter class in the county. Both were well attended by departments both from Lincoln County and Otero County.

Future Projects / Plans:

continue working on the plan for consolidation and paid firefighters

working on specs for the Arabela water tender and Lincoln service truck



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

Director's Report

Date: 11-7-23

Name: Jeff Honeycutt

Department: Road

Vacancies in Department: 4 Operator II, 1 Operator III, 1 Temporary Laborer

Activities:

- Met with FEMA and Homeland Security on Gavilan Canyon on Saturday (11-4-23) Jeff
Repaired the back-end of Picacho road flooded and washed out hauled material. (Fabian, Frederick)
- Working Caliche Pit on Hale Lake Road from the Forest Service. (Gilbert).
Placing material (Caliche) on Hale Lake road. (Matt, Gilbert, Crew)
- Replaced 2 culverts on the Jicarilla 24" (Frankie)
Cleaned Cattle Guard at Grande Vista and Bogle (Frankie)
- Hauling material from Raventone Pit to the Patos (Frankie, Crew)
Hauled Base Course to Squaw Valley Trail, repaired road. (Matt, Gilbert, Frederick).
- Debris and cleanup done at the back end of Fairgrounds property, 1 trailer left that needs to be removed. (Crew)
Project started on Lower Eagle Creek, drainage improvements. (Jeff)
- 2 loads of Salt delivered to Airport yard, Cinders were delivered, ordered 2 more loads of salt.
New Addresses 20, Address signs 4, Road signs 7, Driveway permits 1, Address verifications 13. (Janett).
- Training on New Motor Graders with CAT Rep at the Road yard. (Bladehands)
Provided a Loader and 2 employees for the PUMPKIN ROLL in Midtown with the Village of Ruidoso. 10/25/23. (Matt, Frederick)

Future Projects / Plans:

SERTPO meeting for November 30, 2023 in Portales (Jeff)



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 16(a)

SUBJECT:

16(a). Agenda Setting Policy – County Manager

Proposal

- Agenda items and supporting documents need to come to the Commission Office 6 business days prior to the scheduled meeting by 12 noon (weekends and holidays do not count).
- DRAFT Packets will go out to the Commission that same day by or before 7 pm.
- Commissioners will have 48 hours to review and make any changes.
 - For example
 - 6 days prior to the December 19th meeting is Monday Dec. 11th by Noon
 - If packets go out by the latest deadline 7 pm on the 11th (48 hours) after that will be 7pm on Wednesday December 13th
 - We will finish the changes the next day and print the books (this example would be Thursday December 14th)
 - Caveat: The County Manager may choose to add late items if the situation is deemed an emergency item with the Commission being alerted should this take place.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 17

SUBJECT: WAITING

Discussion and Approval to Return the 1917 La France Fire Truck to the City of Santa Fe

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 18

SUBJECT: WAITING

Approval of Declaration and Final Plat of Avalon Forest Subdivision – Developer, Don Murphy

Tuesday, November 14, 2023

**DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
AVALON FOREST**

- 1) any modification, replacement, addition, or improvement to the Private Streets, (including any gates, guard stations adjacent to gates, fountains, and landscaped islands);
- 2) other areas labeled "easement" on the map attached as part of Exhibit "A" hereto, and any walkways, jogging trails, utility lines and other improvements and any landscaping located therein;
- 3) water wells, underground water lines, water well wellhead structures and related meters, pumps, valves, tanks, lines, service connections, and other equipment, and electric lines, poles and related equipment; and
- 4) any other areas or improvements declared to be Common Property by means of a duly approved and executed amendment to this instrument.

1.4 "Developer" means Avalon Forest LLC.

1.5 "Lot" means a portion of the Subject Property intended for independent ownership and improved or to be improved with a single-family residence (a "House"). The Lots are described in Exhibit "A" attached hereto. Where the context indicates, Lot includes any structure on the Lot. A Lot may include within it Common Property.

1.6 "Owner" means a person or persons who collectively own a 100% fee interest in a Lot, but does not include a person who holds a lien on a Lot as security for performance of an obligation.

1.7 "Private Streets" means the two (2) private streets that lie within the Subject Property, as more particularly described in the copy of the 2023 plat for the Subject Property constituting page 2 of Exhibit "A" hereto, including without limitation any cul-de-sac portions thereof. The Private Streets have been constructed using base course gravel; they are part of the Common Property, and will be maintained in good condition by the Association.

ARTICLE II. SUBJECT PROPERTY

The Subject Property, as shown on Exhibit "A" hereto, including twenty four (24) Lots, all improvements situated thereon, and all Common Property, are and shall be held, transferred, sold, conveyed, leased, and occupied subject to the provisions of this instrument, and any rules promulgated pursuant to this instrument, as either may be amended from time to time. By accepting a deed to a Lot, every Owner agrees to be responsible to the other Owners and to the Association for his conduct and compliance with this instrument and the rules promulgated pursuant to Article XIII. Further, each Owner agrees to be responsible for the conduct and compliance of his tenants, and of his and his tenant's family, guests, employees, agents, and contractors. Nothing contained in this instrument shall be understood or construed to prohibit or interfere with any rights, reservations, or easements expressly granted herein to Developer or the Association.

ARTICLE III.
ARCHITECTURAL CONTROL

3.1 Architectural control of construction of houses and all other improvements within the Subject Property shall be vested in an Architectural Control Committee (sometimes referred to herein as the "Committee") consisting of either the Construction Group, as hereinafter described, or the Board, in the following manner:

- (a) The Construction Group shall consider and may act as the Committee only with respect to requests for approvals or variances made by or on behalf of Class B Members. Any requests for approvals or variances made by or on behalf of Class A Members must be considered and acted upon only by the Board, under which circumstances, the Board will be acting as the Committee. Provided, however, that for purposes of this Section, a Class B Member shall be treated as a Class A Member commencing upon occupancy of the house constructed on such Class B Member's Lot (with respect to such Lot only).

The Construction Group shall be composed of three (3) or more individuals selected and appointed by Developer. The Construction Group shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Subject Property.

A majority of Construction Group's members may act on behalf of the entire Construction Group. In the event of the death or resignation of any member of Construction Group, Developer shall have full authority to designate and appoint a successor. No member of the Construction Group shall be entitled to any compensation for services performed hereunder and neither the Construction Group nor any of its members shall be liable to any Owner, for any claims, causes of action or damages of what every kind (except where occasioned by gross negligence) arising out of service performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or request for same.

The Board shall function as the representative of the Owners of the Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first-class residential development. The Board shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Subject Property.

A majority of the members of the Board may act on behalf of the entire Board or the Board may appoint an advisory committee to act on behalf of the Board. No member of the Board or of any advisory committee shall be entitled to any compensation for service performed hereunder and neither the Board, any of its members, nor the members of any advisory committee shall be liable to any Owner, for any claims, causes of action or damages of what ever kind (except where occasioned by gross negligence) arising out of service performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or request for same.

- (b) No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted which the Committee finds adequate with respect to the following matters:
- (i) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
 - (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
 - (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon, and the impact of any drainage arrangements;
 - (iv) the other standards set forth within this Instrument (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority or render a final interpretation and decision.
- (c) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative marked "Approved," and accompanied by a statement of complete approval or approval based on certain conditions and specifications. If found not to be in compliance with this Instrument, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with (as it may be amended from time to time). Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The approval or disapproval of the Committee, as required herein, shall be narrative and in writing. If the Committee, or its respective designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, then approval shall be presumed; provided, however, that no such approval shall be presumed if the request is submitted by or on behalf of a Class B Member to the Board as the Committee or if the request is submitted by or on behalf of a Class A Member to the Construction Group as the Committee. Further provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in the following paragraph, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.
- (d) Upon submission of a written narrative request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or

install improvements which are at variance from the requirements and restrictions of this Instrument or which may be promulgated in the future. In any case, however, such requested variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Instrument and any amendments hereto against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. Any variance granted by the Committee shall be considered a rule made under this Declaration.

- (e) The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Instrument; provided, however, that the Construction Group may publish such bulletins only with respect to Class B Members and the Board may do so only with respect to Class A Members. Such bulletins shall supplement this Instrument and are incorporated herein by reference. Although the Committee shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand).

ARTICLE IV. CONSTRUCTION RESTRICTIONS

4.1 In addition to the Initial Rules and Regulations attached as Exhibit "B" hereto, all Lots within the Subject Property shall be subject to the following restrictions:

- (a) Building Envelopes. Each house must be placed within the building envelope established per the Committee and complying with building setback lines shown established per the plat of subdivision for the Subject Property and per this Instrument.
- (b) Minimum Square Footage. Minimum square footage of houses shall be 2,500 square feet. Computation of minimum square footage shall be done excluding porch and garage square footage.
- (c) Maintenance. Each house shall be maintained in good condition and repair.

- (d) Structural Changes. No change to structural portions of a house (whether interior or exterior) shall be made without the prior written consent of the Association.
- (e) Exterior Changes. No change to exterior portions of the house (whether structural or non-structural) should be made without the prior written consent of the Association. A change to the color of wood trim, brick, or roof shingles, or the placement of any air conditioning units, evaporative coolers, solar equipment, or other fixtures or equipment on the roof, is a change to an exterior portion of a house which requires the prior written approval of the Association.
- (f) Structures Other Than Houses. No buildings or other improvements (such as mailboxes, fences, children's swings or other play equipment) shall be placed on a Lot without the prior written consent of the Association. No swimming pools may be constructed upon the Subject Property.
- (g) Roofs. All roofs shall be (i) approved by the Architectural Control Committee and (ii) otherwise be in compliance in all respects with applicable Lincoln County ordinances. Wood shake shingles shall not be permitted.
- (h) Building Lines. All residences or dwellings erected or placed on any Lot shall face the road or street adjacent to the Lot. No portion of such dwelling or residence shall be nearer to the front property line of said Lot than as designated on the recorded plat of the Subject Property; or to the extent not so designated, within 20 feet of the front property line. No structure or improvement of any kind shall be nearer to the side property line of any Lot or the rear property line of any Lot than as designated on the recorded plat of the Subject Property; or to the extent not so designated, within 10 feet of a side property line. Regardless of setback lines applicable to rear property lines and designated on the recorded plat, in no event will any dwelling or other type of building or structure be erected within 30 feet of the rear property line of any Lot.
- (i) Fences. All fences shall be subject to the prior written approval of the Architectural Control Committee. No chain link fences or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. No fence wall or hedge shall be erected, or placed on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Subject Property. No fence, wall or hedge shall exceed six (6) feet in height. Any fencing, wall or hedge of a Lot (perpendicular to front property line) shall comply with any supplemental Rules and Regulations hereafter enacted by the Board. Finally, no chain link fences will be allowed, and no fences or walls constructed of wood will be allowed.
- (j) Signs. No sign or signs shall be displayed to the public view on any Lot.
- (k) Reserved Easements; Installation of Utilities. All Private Streets and easements shown or established per the recorded plat of the Subject Property or on the Site Plan attached hereto have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these areas, nor may an Owner use the surface of such an area for any private use. With respect to easement

areas, as well as any other areas described within recorded easement documents, and also with respect to all of the Common Property, any and all bona fide public utility service companies shall have the right of access, ingress, egress, regress and use of the surface estate for the installation and maintenance of underground utility facilities, provided the Association has first issued written approval to such public utility companies.

No microwave tower, cellular towers, telephone poles, or other aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations not exceeding four feet in height necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Subject Property, whether upon Lots, easements, Private Streets, or rights-of-way of any type, either by a utility company or by any other person or entity (including by not limited to any person owning or acquiring any part of the Subject Property) and all utility service facilities other than electrical and telephone lines (including but not limited to water, sewer and) shall be buried underground under Common Property for the purpose of serving any structure located on any part of the Subject Property.

4.2 No buildings or other above-ground improvements will be constructed by Developer or the Association upon any Common Property, except that the Association may, at the Association's cost and expense, develop and construct street lighting, pedestrian pathways, signage, and security gates within the Common Property (as and when constructed, such improvements shall constitute a portion of the Common Property, with the Association responsible for repair and maintenance of same.

4.3 Additional restrictions are set forth in Exhibit "B" attached hereto and made a part hereof.

ARTICLE V. GRANT OF STREET EASEMENT TO ASSOCIATION

5.1 Subject to the provisions of this instrument, Developer hereby GRANTS AND CONVEYS to the Association, for the use and benefit of the Association and all present and future Owners: a non-exclusive and perpetual easement (the "Street Easement") over and across the Private Streets situated within the Subject Property, and all improvements thereon, to use same for purposes of ingress, egress, passage, and delivery by vehicles and pedestrians to and from the Subject Property and the placement of underground utility lines.

5.2 The Street Easement shall be deemed appurtenant to and run with the ownership of Lots until terminated per Section 15.7 hereof.

5.3 The Association may in its sole discretion permit the benefit of such Easements to run to the Owners, tenants and other occupants of Lots for the duration of such occupancy; but any such permissive use is not intended nor shall it be construed as creating any third-party beneficiary or other types of rights in or for the benefit of any person or persons, nor, in any event, shall any amendment of this Instrument ever require the consent or joinder of any person who is not an Owner.

5.4 The Street Easement is granted subject to those matters of record in the Public Records of Lincoln County, Texas as of the date of this instrument. In particular, the plat of subdivision for the Subject Property may impose restrictions on the Street Easement.

ARTICLE VI. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1 **Membership.** Every Owner of a Lot shall automatically be and must remain a member of the Association (a "Member") in good standing. The Board of Directors of the Association may declare that an Owner is not a Member in good standing because of past unpaid assessments, fines, late charges, interest and legal fees. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

6.2 **Voting Rights.** The Association shall have three classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot which they own. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B Members shall be any Owner who acquires a Lot for the purpose of construction or causing to be constructed a home thereon, for sale or lease to a third-party. Class B Members shall be non-voting members of the Association.

CLASS C: The Class C Member shall be Developer. The Class C Member shall be entitled to 3 votes for each Lot which it owns and three (3) votes for each Lot owned by all Class B Members, until such time as Developer and the Class B Members collectively own less than 25% of the Lots, at which point the Developer shall cease to be a Class C Member and shall become a Class A Member.

6.3 **Quorum, Notice and Voting Requirements.** The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time.

ARTICLE VII. GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

7.1 **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Property and the Owners, shall provide, and shall pay for out of available Association funds, the following.

- a. Care and preservation of the Common Property and the furnishing and upkeep of any desired personal property for use in the Common Property;
- b. Taxes, insurance and utilities (including, without limitation, electricity for operation of street lighting, and water and sewer charges) which pertain to the Common Property only;

- c. Legal and accounting services; and
- d. Any other materials, supplies, furniture, labor and services obtained in connection with maintenance, repairs, structural alterations or new construction of buildings and other structures, which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following rights, powers and duties:

- (i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Property;
- (ii) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Property; (ii) insurance coverage (if any) on Common Property; and (iii) utility installation, consumption and service matters;
- (iii) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such other assets of the Association as are as deemed appropriate by the lender and the Association;
- (iv) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- (v) To protect or defend the Common Property from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (vi) To make reasonable rules and regulations for the operation of the Common Property and the Lots and to amend them from time to time;
- (vii) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- (viii) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

7.2 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then

Developer shall have the power and authority to act for and on behalf of the Association and the Members, and the Association shall reimburse Developer for any and all reasonable expenses incurred in so acting.

7.3 Contract with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Developer) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for any consideration as the Board may deem proper, advisable and in the best interest of the Association.

7.4 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE VIII. ADMINISTRATION OF COMMON PROPERTY

8.1 Policy. The Common Property shall be administered for the benefit of the Owners of Lots.

8.2 Management. All decisions relating to the Common Property shall be vested in the Association. The Association shall have all powers and duties necessary for the administration, management, maintenance, operation, and regulation of Common Property, including but not limited to the following.

- a. To delegate the exercise of some or all of its powers and duties, from time to time, to one or more agents.
- b. To prepare, adopt, and amend budgets for revenues, expenditures, and reserves relating to Common Property.
- c. To maintain adequate reserves for periodic repair or replacement of Common Property elements, based on age, remaining useful life, quantity, and replacement cost.
- d. To levy and collect Common Property assessments.
- e. To hire and terminate agents, employees, and contractors, and to make contracts and incur liabilities.
- f. To adopt, amend, and enforce reasonable rules regulating the use, maintenance, repair, replacement, modification, improvement, and appearance of Common Property.
- g. To cause to be constructed buildings, structures and other improvements on the Common Property.

- h. To grant easements, leases, licenses, and concessions through or over Private Streets and any other portion of the Common Property.
- i. If notice and an opportunity to be heard are given, to impose reasonable fines for violations of rules regulating use of Common Property.
- j. To adopt, enforce, and amend rules regulating the collection of delinquent assessments and the application of payments. Also, to impose interest and late charges for late payment of assessments, and to levy returned check charges.
- k. To purchase insurance and bonds it considers appropriate or necessary.
- l. To remove anything that, in the opinion of the Association, reduces visibility on Private Streets, interferes with the use or maintenance of Common Property, or detracts from the appearance of Common Property.
- m. To tow or cause the removal of vehicles improperly parked on the Private Streets.
- n. To do anything necessary or desirable, and reasonably related to the functions, powers, and duties of the Association under this Article.
- o. To accept a conveyance of fee title in and to the Common Property, if and when Developer wishes to make such a conveyance.

ARTICLE IX. ASSESSMENTS

9.1 Purpose of Assessments. All Lots and Owners shall be subject to assessments which shall be the Owner's personal obligation and shall be supported by an assessment lien against the Owner's Lot as provided in this Article. Assessments shall be used (i) to improve, maintain, insure, repair, and restore Common Property, (ii) to finance the exercise of its powers and duties under this instrument, (iii) to fund reserve accounts, and (iv) to pay for any real estate taxes, insurance, utility bills, and other expenses which it is required by law or this instrument to secure or pay, or which in the opinion of the Association shall be necessary or proper for the operation and maintenance of Common Property or for the enforcement of the restrictions contained in this instrument. The decision of the Association with respect to the use of Assessments shall be final so long as made in good faith.

9.2 Basis of Assessments. Assessments for the Common Property shall be fixed at a uniform rate for all Lots, regardless of size, value, or location, except that any Lot owned by a Class B Members shall not be liable for regular or special Assessments until the earlier to occur of (i) the date of initial occupancy of a home constructed on such Lot, or (ii) the date one (1) year after the closing of the sale of such Lot by the Developer, and no lot owned by the Class C Member (Developer) shall ever be liable for any regular or special assessments.

9.3 Payment. Each Owner shall make payment to the Association and its principal office or at such other place as the Association may otherwise direct. Payments shall be made in full regardless of whether an Owner has any dispute with the Association, another Owner, or any other person regarding any matter to which this instrument relates. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of Common Property or by abandonment

of his Lot. Payment of assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for payment of assessments attributable to a period prior to the date he purchased his or her Lot.

9.4 Annual Budget. The Association shall prepare and approve an annual budget for the Common Property, taking into account the estimated income and expenses for the year, including contributions to reserve funds. The Association shall make a copy of the budget available to each Owner, although an Owner's failure to receive a copy of the budget shall not affect his liability for payment of any existing or future assessments.

9.5 Regular Assessments. Regular assessments shall be determined by reference to the annual budget. If the Association does not approve an annual budget or fails to determine new regular assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the regular assessment as last determined. The regular assessment shall be paid in monthly installments.

9.6 Initial Rate. Effective as of the earlier to occur of (a) the date of the closing of the sale of a newly constructed home to a homebuyer or (b) the date one hundred eighty (180) days subsequent to the date of issuance of a certificate of occupancy for a newly constructed home, or (c) the date of sale of a Lot by Developer to a person or entity who is not in the business of constructing houses for sale to third parties, an initial regular assessment of \$2,000.00 shall be assessed and paid to the Association. Additionally, each Lot subject to regular assessment per Section 9.2. above shall commence paying a \$50.00 per month assessment starting on December 1, 2024.. The monthly assessment shall be due on the first day of each calendar month.

9.7 Special Assessments. In addition to regular assessments, the Association may levy, in any calendar year, one or more special assessments for the purpose of defraying in whole or in part, expenses not anticipated by the annual budget or reserve funds, or to cover shortages in the annual budget if regular assessments prove insufficient. Special assessments shall be levied against all Lots in the same manner as regular assessments.

9.8 Individual Assessments. An individual assessment is any assessment levied against one or more, but fewer than all, of the Lots and their respective Owners. Individual Assessments may include, but are not limited to: interest, late charges and collection costs on delinquent Assessments; court costs and attorneys' fees; reasonable fines for violations of rules adopted pursuant to this instrument; reimbursement of damage caused to Common Property, if such damage was caused by the willful or negligent act of an Owner or a person for whom the Owner is responsible; reimbursement for costs incurred by the Association in bringing an Owner and his Lot into compliance with the provisions of this instrument; and any charge payable by an Owner pursuant to the terms of this instrument.

9.9 Reserve Funds. The Association shall establish and maintain in one or more separate interest-bearing accounts reserves for maintenance emergencies, and for repair and replacement of Common Property.

9.10 Control of Assessments.

- a. Assessment Increases. At least 60 days prior to the effective date of any proposed special Assessment or proposed increase in regular Assessments

(collectively, "such increase"), the Association shall notify in writing the Owner of each Lot of the amount of the budgetary basis for, and the effective date of such increase. Such increase shall automatically become effective unless disapproved prior to its effective date by Owners of at least ninety percent (90%) of the Lots at a special meeting of the Association called for that purpose. If Owners so disapprove such increase, then and until such time as a revised budget shall have been determined, the budget in effect for the then-current year shall continue for the succeeding year.

- b. Improvements. Notwithstanding anything herein to the contrary, the Owners of at least a majority of the Lots must give their prior approval to expenditures for construction of any new improvements to the Common Property, the cost of which exceeds one-third of the then-annual budget.

ARTICLE X. ASSESSMENT LIEN

10.1 Assessment Lien. A lien in favor of the Association is created by recordation of this instrument, which constitutes record notice and perfection of the lien. The Association may, but shall not be required to, record a notice of lien. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association regular Assessments, special Assessments, and individual Assessments as described in the preceding Article. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which such Assessment is made.

10.2 Priority of Assessment Lien. The Association's Assessment lien against a Lot is superior to all other liens and encumbrances on such Lot, except only for (i) a lien for real property taxes and other governmental assessments or charges against the Lot; (ii) any lien or encumbrance recorded before this instrument is recorded; and (iii) a first vendor's lien, purchase money deed of trust lien, or home improvement lien recorded of record in the Real Property Records of Lincoln County, New Mexico before the date on which the Assessment sought to be enforced becomes delinquent.

10.3 Power of Sale. By acquiring an interest in a Lot, an Owner expressly grants to the Association a private power of nonjudicial sale in connection with the Assessment lien, whether it was so expressed in a deed or instrument or conveyance. By written resolution, the Association may appoint, from time to time, an agent, attorney-in-fact, or attorney at law to exercise the power of sale on behalf of the Association.

10.4 Notice and Release of Lien. To evidence the Assessment lien, the Association may, but shall not be required to, prepare written notice setting forth (i) the amount of any unpaid indebtedness; (ii) the name of the Owner of the Lot; and (iii) a sufficient legal description of the Lot. Such notice may be filed with the Lincoln County Clerk for recording in the Real Property Records of Lincoln County, New Mexico. After a cure or discharge of the default for which the notice was filed by the Association, the Association may cause to be recorded a release of such notice. The cost of preparing and recording a notice of lien or release of notice of lien shall be the expense of the defaulting Owner.

10.5 Foreclosure of Lien. The Association has the right to foreclose its Assessment lien judicially or by nonjudicial foreclosure pursuant to the power of sale created by this Article. Costs of foreclosure may be added to the amount owed by the Owner to the Association except that the Association may not foreclose a lien for Assessments consisting solely of fines and/or late charges. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was sufficient to fully satisfy the Owner's debt. At any time before a nonjudicial foreclosure sale, an Owner may avoid foreclosure by paying all amounts due to the Association. A foreclosure sale by the Association shall be conducted in accordance with the applicable provisions of New Mexico law. The Association may bid for and purchase the Lot (including any structures located thereon) at a foreclosure sale as a common expense of the Association. The Association may own, lease, encumber, develop, exchange, sell, and convey any Lot so purchased.

ARTICLE XI. EFFECT OF NONPAYMENT OF ASSESSMENTS

11.1 Default in Payment of Assessment. Any regular, special or individual Assessment not received by the Association within 10 days from the due date of such Assessment shall be delinquent.

11.2 Remedies of the Association. Each Owner vests in the Association the right and power to bring all rights and remedies the Association may have hereunder and by law against an Owner delinquent in the payment of Assessments. The Association shall have the responsibility for prompt action to collect any and all delinquent Assessments. Under no circumstances, however, shall the Association be liable to any Owner, or any other person for failure or inability to enforce collections of an Assessment.

- a. Interest. In the event of default in the payment of an Assessment, the defaulting Owner shall be obligated to pay interest on the principal amount, from the due date thereof, at a per annum rate of interest to be determined by the Association, which rate may not exceed the maximum permitted by law. If the Association does not establish a rate from time to time, the rate shall be 10 percent.
- b. Late Charges. In addition to interest, the Association may levy reasonable late charges, in an amount to be determined by the Association and which may not exceed \$50.00 for each month the Owner's account is delinquent.
- c. Collection Expenses. An Owner in default shall reimburse costs, including attorneys' fees, incurred by the Association in collecting that Owner's debt.
- d. Acceleration. If an Owner is in default in payment of an installment of an Assessment, the Association may accelerate the remaining installments upon 10 days' prior written notice, whereupon the entire unpaid balance of the Assessment shall become due on the date stated in such notice. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law.

- e. Money Judgment. A suit to recover a money judgment for delinquent amounts may be maintained by the Association against the Owner without foreclosing or waiving the lien securing same. Lincoln County, New Mexico, shall be the venue for any such suit.
- f. Notice to Mortgagees. If an Owner defaults in payment of Assessments, the Association may notify other lienholders of the default and the Association's intent to foreclose its lien. The Association shall notify any holder of a recorded lien against a Lot who has given the Association a written request for notification of the Owner's default of the Association's intent to foreclose its lien.
- g. Cumulative Remedies. The preceding remedies shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder and by law, including the Assessment lien and the rights to foreclosure provided in the preceding Article.

ARTICLE XII. INSURANCE; REPAIR AND RESTORATION;
SECURITY ARRANGEMENTS

12.1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Property, and any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location, and use to the Subject Property. Such insurance may include, but need not be limited to:

- a. Insurance against loss or damage to Common Property improvements by fire and other hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;
- b. Public liability insurance on a broad form basis;
- c. Fidelity bond coverage for all officers and employees of the Association having control over the receipt or disbursement of funds; and
- d. Officers' and directors' liability insurance.

12.2 Insurance Proceeds. The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article XII remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Property.

12.3 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment to cover the deficiency.

12.4 Security Arrangements. Developer and the Association may arrange for the utilization of a security gate at one or more entry points to the Subject Property. Developer and the Association hope that the security gate and private streets concept will discourage unauthorized vehicular and pedestrian traffic within the Subject Property and foster a higher degree of peace and tranquillity.

Although Developer and the Association reasonably believe that the existence and visibility of controlled access point(s) may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Subject Property, nevertheless neither Developer nor the Association warrant or guarantee that: (a) such security arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property; or (b) criminal acts will not be attempted or actually occur within the Subject Property. These security arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available for residents of Lincoln County, New Mexico.

The Association may at its option carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests).

Each Owner expressly understands, covenants and agrees with Developer and the Association that:

- a. neither Developer nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner;
- b. each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property;
- c. each Owner releases and holds Developer and the Association harmless from any uninsured liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the security system and private streets within the Subject Property, including, without limitation:
 - (i) the interviewing, hiring, training, licensing, bonding and employment of security personnel;
 - (ii) the instructions, directions and guidelines issued to or by the security personnel; and
 - (iii) the duties, performance, actions, inactions or omissions of or by the security personnel;
- d. each Owner will cooperate with Developer, the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the Subject Property and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, related to the

entry upon and use of any private streets and other Common Property, Subject Property, including without limitation those set forth herein.

**ARTICLE XIII. RULES AND REGULATIONS FOR
COMMON PROPERTY AND LOTS**

13.1 Rules and Regulations. Use and enjoyment of the Subject Property is subject to the right of the Association to establish reasonable Rules and Regulations, and penalties for infractions thereof, governing without limitation the following matters:

- a. The use of the Private Streets by pedestrians and vehicles, including speed limits and parking restrictions;
- b. Signs on or visible from any of the Private Streets, including but not limited to the right to limit or prohibit leasing and for sale signs, and the right to regulate subdivision name signs and directional signs;
- c. The use and maintenance of a private patrol or limited access gate system for any of the Private Streets;
- d. Hazardous, illegal, or annoying materials or activities in and upon Common Property;
- e. Anything that interferes with the use, operation, or maintenance of Common Property or the administration of this instrument; and
- f. Liability of Owners to the Developer and/or the Association for damage done to any portion of the Common Property.

13.2 Drainage Restrictions. Neither the Association nor any Owner shall materially adversely affect the established pattern or volume of flow of surface water drainage over and across the Lots and Common Property unless an adequate alternative provision for proper drainage has been approved in writing by the Association. The bottom of every canyon on the Subject Property must be considered a possible flood area because all of the area drains to the canyon bottoms. Houses and all other above-ground buildings and other structures should not be placed in canyon bottoms or across the mouth of a canyon. Discharge from culverts and natural drainage channels flow from higher elevation Lots to lower elevation Lots. Each Owner must be aware of any culvert or drainage channel on the uphill side of its Lot and design improvements on the Lot to account for the water flow. Each Lot shall detain on-site all drainage water created by driveway and home construction. This shall be a minimum of 1,800 cubic feet of holding pond, french drains, swales, or planters, or equal water control methods per 1.0 acre feet of Lot. Any holding ponds must be shown on the proposed building plans presented for approval to the Architectural Control Committee. Developer does not have the expertise to approve or determine the location, design or type of any water-holding ponds built by the Owners.

13.3 Lots Rules and Regulations. Attached as Exhibit "B" hereto and made a part hereof are Initial Rules and Regulations imposing restrictions on use of Lots. Such Initial Rules

and Regulations, and any amendments thereto hereafter adopted by the Association, may impose additional restrictions on the use of the Common Property.

ARTICLE XIV. AMENDMENT & TERMINATION

14.1 Termination. Termination means the termination of the term of this instrument and the easements, rights, and obligations created herein, and the subsequent distribution of any assets relating to Common Property in possession of the Association. Termination shall occur:

- a. In the event of eminent domain or condemnation, which results in the taking of all Lots;
- b. In the event of substantially total damage or destruction of improvements within the Subject Property, followed by a decision by Owners of at least two-thirds of the Lots to not repair or restore; or
- c. In all other circumstances, the decision to terminate must be approved by Owners of at least 80 percent of the Lots;

provided, however, the Street Easement granted to the Association in Article IV shall continue in full force and effect for so long as needed to provide vehicular access to any Lot benefited by such Easement.

14.2 Termination Agreement. Any decision by the Owners to terminate shall be evidenced by the execution of a termination agreement, as provided by Paragraph 13.4 below. Such termination agreement shall provide for the use and distribution of assets held by the Association in accordance with the Association's Articles of Incorporation.

14.3 Amendment. This Instrument may be amended from time to time by the affirmative vote, written consents, or any combination thereof, of Owners of at least ninety percent of the Lots; provided, however, that if the amendment affects fewer than all of the Lots or Owners in a subdivision, the amendment must also be approved by all of the Owners of the affected Lots. Notwithstanding the preceding sentence, written rules and regulations in addition to those set forth in Exhibit "B" hereto may be enacted from time to time solely by vote of the Board of Directors of the Association, and such additional rules and regulations need not be recorded in the Real Property Records of Lincoln County, New Mexico.

14.4 Effective Amendment or Termination. To be effective, each amendment to this Instrument and any termination agreement must:

- a. Reference the name of the subdivision and Association;
- b. Reference the recording date, volume, and page numbers of this Declaration and any amendments thereto;
- c. Be signed and acknowledged by an officer of the Association, certifying the requisite approvals of Owners, and the date or dates upon which same were obtained; and
- d. Be recorded in the Real Property Records of Lincoln County, New Mexico.

ARTICLE XV CERTAIN RIGHTS OF DEVELOPER

15.1 Construction Period. To ensure a complete and orderly build-out and sellout of the Lots, Developer will have the rights and privileges contained in this Article for a period ("Construction Period") expiring on the date 120 days after 80 percent of the Lots have been improved with single-family homes and conveyed to Owners other than home builders by means of deeds recorded in the Official Public Records of Lincoln County, New Mexico. In exercising its rights under this Article, Developer shall use its best efforts to minimize the negative effects of construction and marketing activities on Owners and residents.

15.2 Rights of Use. Subject to the limitation in the preceding paragraph.

- a. Developer shall have an easement and right to erect, construct, and maintain on any Lot or Common Property it owns whatever improvements Developer determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of Lots.
- b. Developer shall have an easement and right of ingress and egress in and over the Common Property for purposes of constructing improvements upon and maintaining the Common Property.
- c. For purposes of promoting, identifying, and marketing the Subject Property, Developer shall have an easement and right to place or install signs, banners, flags, display lighting, and seasonal landscaping on Common Property. Developer shall have the right to maintain, relocate, replace, or remove same from time to time.

ARTICLE XVI. GENERAL PROVISIONS

16.1 General Enforcement. The Association shall have the right to enforce by legal means the provisions of this instrument, and the rules and regulations adopted pursuant to this instrument, and shall have the right to institute legal proceedings on behalf of or against the Owners.

16.2 Severability. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be effective and valid. However, if the application of any provision of this instrument to any person or property shall be prohibited or held invalid by court order or otherwise, then such prohibition or invalidity shall not affect any other provision or the application of such provision to other circumstances and, to this end, the provisions of this instrument are severable.

16.3 Construction. The captions of articles and sections are inserted only for convenience and are in no way to be constructed as defining or modifying the text to which they refer. The singular shall be construed to mean the plural, when applicable, and the use of masculine or neuter pronouns shall include the feminine.

16.4 Examination of Books and Records. Each Owner, each mortgagee of a Lot, and the Association shall be permitted to examine the books and records relating to the Common Property at reasonable times on business days, after five (5) business days prior written notice.

16.5 Headings. The headings contained in this Instrument are for reference purposes only and shall not in any way affect the meaning or interpretation of this Instrument.

16.6 Notices; Record of Owners. Any notice required to be given to any Owner or to the Association under the provisions of this Instrument shall be deemed to have been properly delivered on the third business day following deposit in the United States mails, postage prepaid, certified or registered mail, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing. If the Association is uncertain as to which of several addresses an Owner desires to be used for notices from the Association, the Association shall send notices to both the street address of the Owner's Lot and to one (but not more than one) other address. Each and every Owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within thirty (30) days after a material change has occurred, various items of information helpful the Association such as: (a) the full name and address of the Owner; (b) the business address, occupation and telephone numbers of each Owner; (c) the description and license plate number of each automobile owned or used by Owner and regularly kept at the Subject Property; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; (e) a statement as to whether the Association should send notices to the Owner at the address of his Lot or to his or her business address.

16.7 Duration. This Instrument and the Covenants, Conditions and Restrictions herein contained shall run with and bind the Subject Property Declaration, and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors, and assigns, for a term ending January 1, 2072, after which time this Instrument shall be automatically extended for two (2) successive periods of twenty (20) years each unless a document signed by not less than seventy-five percent (75.0%) of the then Owners has been recorded in the Official Real Property Records of Lincoln County, New Mexico, expressly providing that this Instrument is terminated in whole or in part; provided, however, that no such document shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change.

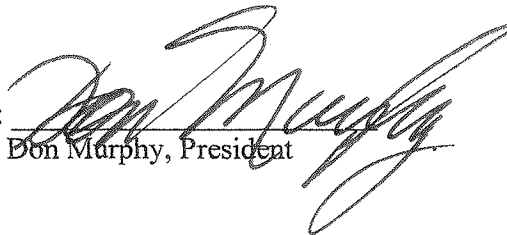
[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Association and Developer have caused this instrument to be executed by their authorized representatives to be affective on the date first written above. By signing below, the President of the Association acknowledges that this instrument was approved by owners of at least 70 percent of the Lots at a special meeting of the Association on November 2, 2023, called for that purpose.

Avalon Forest, LCC,
a limited liability company

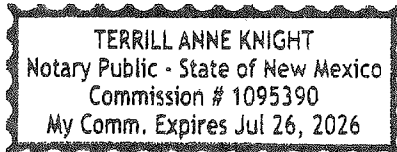
By: 
Don Murphy, Managing Member

Avalon Forest Owners Association, Inc.,
a New Mexico nonprofit corporation

By: 
Don Murphy, President

THE STATE OF NEW MEXICO §
 §
COUNTY OF LINCOLN §

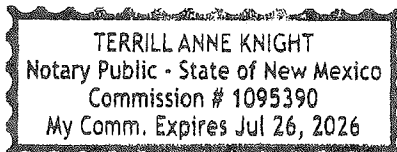
This instrument was acknowledged before me on this 2nd day of November, 2023, by Don Murphy, Managing Member of Avalon Forest, LLC, a New Mexico limited liability company, on behalf of said company.




Notary Public, State of New Mexico

THE STATE OF NEW MEXICO §
 §
COUNTY OF LINCOLN §

This instrument was acknowledged before me on this 2nd day of November, 2023, by Don Murphy, President Avalon Forest Owners Association, Inc., a New Mexico non profit corporation, on behalf of said corporation.





Notary Public, State of New Mexico

EXHIBIT "A"

PAGE 1 OF 2

The legal description of the Subject Property is:

Lots 1 through 24, Tracts 1 and 2 of the Murphy Tracts, Avalon Forest Addition, an addition to Lincoln County, New Mexico, per the plat recorded at Volume _____, Page _____, _____ Records of Lincoln County, New Mexico.

A legal description of the Subject Property is set forth on the above-referenced recorded plat, a copy of which is attached as page 2 of this Exhibit "A".

EXHIBIT "A"

PAGE 2 OF 2

[INSERT COPY OF APPROVED PLAT]

EXHIBIT "B"

INITIAL RULES AND REGULATIONS

Section 1.1. General Restriction. Use of Lots and Common Property will be subject to the restrictions set forth in this Exhibit "B".

Section 1.2. Motorized Vehicles. No trucks, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, or similar vehicles other than passenger automobiles or pickup or utility trucks with a capacity of three-quarters of a ton or less shall be parked, stored, or in any manner kept or placed on any portion of the Subject Property except in an enclosed garage attached to a house. With respect to vehicles permitted per the previous sentence, in no event shall more than two (2) permitted vehicles be kept upon a Lot. The restrictions of this Section 1.2 shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Subject Property or for the initial construction by Developer or other Owners.

Section 1.3. No Swimming Pools. Swimming pools are not permitted.

Section 1.4. Electrical and Telephone Service. All electrical and telephone service installation will be placed underground.

Section 1.5. Water and Sanitation. Each structure designed for occupancy or use by human beings shall connect with water wells and waste water treatment as shall be made available from time to time by Developer or the Association.

Section 1.6. Wells. No well from which, oil or gas is to be produced shall be dug, nor shall storage tanks or, reservoirs pertaining thereto, or any installation of power, telephone, or other utility lines (wire, pipe, or conduit) be dug or installed or made or operated anywhere on the Subject Property unless hereafter expressly permitted in writing by the Association. No water wells shall be dug or made or installed or operated anywhere on the Subject Property unless hereafter expressly permitted in writing by the Association. It is contemplated that each house hereafter built on a Lot will be served by a water well built at the time the house is built, at the Lot owner's sole costs and expense, servicing only that Lot, and the Association shall not be obligated to obtain any governmental permits for such water well, or pay for water well construction or its maintenance, repair or replacement.

Section 1.7. No Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Property except those signs approved by the Association, signs of Developer or its affiliates or assigns or Developer's realtors, or signs required by law.

Section 1.8. Pets. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any portion of the Subject Property, except dogs, cats, caged birds and aquarium fish (the kind and number of which may be regulated or prohibited from time to time by the Association in its sole discretion). It is expressly understood that goats, chickens, guinea hens, peacocks, lamas, alpacas, rabbits, pigeons, pigs, snakes, sheep, ducks and horses are not permitted pets, and shall not be kept on any portion of the Subject Property. All other types of animals may not be kept on any portion of the Subject Property without the prior written permission of the Association.

Section 1.8.1. Pet Housing Permitted pets must be housed at all times within an Owner's home or enclosed structure, and may not be permitted to run at large at any time. No outdoor structures for pets may be placed on any Lot which are visible from any Private Street.

Section 1.9 Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Subject Property, except to the extent such alteration and drainage pattern is approved in writing by the Association and except for rights reserved to Developer to alter or change drainage patterns.

Section 1.10 Trash. No trash, ashes, garbage or other refuse shall be thrown or dumped on any area within the Subject Property. There shall be no outdoor burning or other disposal of refuse. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances. The Association encourages Owners to arrange for neighbors to assist them in complying with this Section 1.10 if they plan to leave on vacation or for other extended periods of time.

Section 1.11 Construction Regulation Guidelines. All Owners and contractors shall comply with construction regulations enacted from time to time by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, and Owners' representatives on the Subject Property at any time; the conservation of landscape materials; and fire protection.

Section 1.12 Temporary Structures. No temporary structures shall be permitted except as may be determine to be necessary during construction and as are specifically authorized in writing by the Association.

Section 1.13. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Subject Property.

Section 1.14. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any house.

Section 1.15. Parking and Auto Repair. No automobiles or other vehicles shall be parked in any street or upon any portion of the Subject Property except within garages or paved driveways. No work on automobiles or other vehicle repair shall be performed in any visible or exposed portion of the Subject Property except in emergencies, and no vehicles of any kind are to be parked overnight in any of the Private Streets or any other portion of the Common Property.

Section 1.16 Antennae. No exterior radio, television, ham radio, microwave or other antenna or antenna dish or electric signal capture distribution device shall be permitted without the prior written consent to the Association and appropriate screening, except a antenna that (i) is one meter (39.37 inches) or less in diameter or diagonal measurement, and (ii) either (a) is affixed to the rear wall (not roof) of a home, not more than ten feet above the ground, or (b) is placed on the ground in the rear yard of a home, with the maximum elevation of the antenna being five (5) feet above ground level.

Section 1.17 Outside Burning. There shall be no placement or use of campfires or fire pits or outdoor barbecue grills anywhere on the Subject Property, except that one (1) fully enclosed grill may be used if placed on a concrete pad constructed by an Owner situated in the rear of that Owner's house built on a Lot. Furthermore, in addition to the restrictions set forth in the previous sentence no, Owner shall permit any condition upon its portion of the Subject Property which creates a fire hazard or is in violation of fire prevention regulations of Lincoln County, New Mexico enacted from time to time which are applicable to the Subject Property or any portion thereof.

Section 1.18 Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Subject Property, shall be placed or used on any portion of the Subject Property. No pet will be permitted on the Subject Property if its barking, whining, screeching or other noise is audible to residents during extended or repeated periods of time.

Section 1.19 Obstructions. There shall be no obstruction of any Common Property walkways or interference with the free use of those walkways except as may be reasonably required in connection with repairs. The Owners, their family, tenants, guests, and invitees, are granted nonexclusive easements to use the Common Property pedestrian walkways within the Subject Property. That use shall be subject to the Association Rules and Regulations adopted from time to time. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of pedestrian walkways, and the Association may specially assess a penalty fee against the Owners or other person responsible for the interference.

Section 1.20 Camping and Picnicking. No camping shall be allowed within the Subject Property. The Association, in its discretion, may ban or permit public assemblies and rallies within the Subject Property.

Section 1.21 House Numbers. Each home shall have a house number with a design and location established by the Association.

Section 1.22 Construction by Owner. All construction of improvements commenced by an Owner (other than Developer) on the Subject Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the Association. If an improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the required 12-month period, then after notice and hearing as provided in the Bylaws, the Association may impose a fine of not less than \$10 per day on the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of

the Board of Directors that such abandonment is due to circumstances beyond the Owner's control.

Section 1.23 Nuisance. No obnoxious or offensive activity shall be carried on within the Subject Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Subject Property so as to be offensive or detrimental to any other part of the Subject Property or its occupants.

Section 1.24 Association Does Not Insure. Each Owner is solely responsible for insuring the home, Lot, and all personal property located within the home or otherwise located on the Lot, including home furnishings and motor vehicles. Personal property placed in or on the home or Lot shall be solely at the risk of the resident and the owner of such personal property. **The Association urges owners and residents to purchase insurance on their home, Lot, and personal belongings.**

Section 1.25 Prohibited Construction Practices. The following practices are prohibited:

1.25.1. Allowing concrete suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Association;

1.25.2. Removing any rock, plant material, top soil or similar items from any property of others; or

1.25.3. Use of surface water for construction.

Section 1.26. Leasing. No Owner shall have the right to lease his or her home.

Section 1.27. Landscaping - Trees. Weather permitting, landscaping on Lots where a house is being constructed shall be completed within ninety (90) days following the earlier to occur of (i) the date one hundred eighty days following the date of issuance of a certificate of occupancy, or (ii) the date ninety (90) days after the date the home is first occupied. The utilization of non-living objects such as ornaments in the landscape must be harmonious with the character of the neighborhood and must be approved by the Association. Individual expression is permissible so long as it does not detract from this goal. Temporary holiday decoration are permitted so long as they are removed after not more than 15 days following the holiday. All landscaping shall be maintained in a neat and attractive condition. Maintenance requirements of the Common Property which may be performed by the Association at the Association's cost and expense include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, and removal of weeds and noxious grasses.

Section 1.28. Driveways. Driveways may not be expanded without prior approval of the Association. All driveways must be kept clean and clear of debris, oil, rust and other stains.

Section 1.29. Window Covering Criteria. No reflective materials, including, but not limited to, aluminum foil, reflective screen or glass, mirrors or similar type items, or temporary window coverings such as newspapers or bed sheets shall be installed or placed upon the outside or inside of any windows of any home without the prior written approval of the Association.

Section 1.30 Restrictions on External Lighting. No lights will be permitted on the external walls of garages, (unless limited to 100 watts and shielded so that all light is reflected downward), roofs, eaves, external walls, porches, or other external areas of any house unless limited to 100 watts and recessed under roofs or eaves or shielded so that light does not shine on neighbors' Lots and houses, and does not shine upwards. Also, all exterior lights must be noted on building plans and specifications submitted to the Association or any of its committees or boards, and must be switch operated. No mercury or halogen lights will be permitted.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 19

SUBJECT:

Office of Emergency Services:

- a. Insurance Services Office (ISO) Presentation – Ashley Dalton and OES Director, Arron Griewahn
- b. Request to Purchase Utility Terrain Vehicle (UTV) for Lincoln Volunteer Fire Department
- c. Approval of Subrecipient Grant Agreement from the Department of Homeland Security to Install the Gallinas Radio Tower in the Amount of \$524,000.00

Tuesday, November 14, 2023

A nighttime photograph of a town, likely Lincoln County, with its lights reflecting on a body of water. The sky is dark with some stars visible. The text 'Lincoln County ISO Improvements' is overlaid in the center of the image.

Lincoln County ISO Improvements

Water Systems

- **Placing a water system at every fire station will not only help ISO scores but improve fire protection capabilities.**
- **Minimum specs are 30,000 gallons of water, 250 GPM pump, and a fire hydrant.**



Paid Firefighters

- **Will help with deployment analysis and response times.**
- **Will help boost training hours.**
- **Counted as 1 to 1 vs. Volunteers at 3 to 1.**

Training Center

- Needs a minimum of 2 acres of land to be accredited.
- Needs two separate water sources
- Volunteers have a hard time making it to the NMFTA facility in Socorro.
- Cost of the building is roughly \$700,000 turn-key.

Reserve Pumpers

- **Need 1 reserve pumper for every 8 in service pumpers in the county.**
- **Lincoln County has 14 pumpers.**
- **Currently have 2 spare apparatus for reserves but having a hard time funding the equipment needed and housing for the reserves.**

Community Outreach Events

- **Most departments do a good job with hosting community outreach events.**
- **As a county fire service, we could do better with more events.**
- **School programs, smoke detector events, open houses, etc.**

Hydrant Testing and Inspections

- **Find funding to pay for a company to come perform hydrant flow test.**
- **100% of hydrants must be flow tested every 5 years and inspected annually.**
- **Having paid firefighters would help with performing in house yearly inspections.**

Pre-Plans

- **Pre-plans must be done or reviewed annually for all commercial buildings.**
- **Residential pre-plans are only done on a voluntary basis and are not required.**
- **Most Volunteer departments find it hard to complete pre-plans due to their personal time constraints.**
- **Paid firefighters would help with accomplishing this task.**



Insurance Agent with Offices in Ruidoso, NM and Alamogordo, NM. Policies in Force 6500. Insure Otero and Lincoln Counties

(I do not make the big decisions on areas to insure. Its above my pay grade, so take it easy on me).

13 years with Farmers Insurance.

Experienced in Insuring Wildfire Areas.

Degree in Accounting.

Data driven person that does not accept generic answers to important questions.

EMNRD-Forestry Division
Nick Smokovich – Capitan District Forester
POB 421
304 West 2nd Street
Capitan, NM 88316
Office (575)-354-2231
Cell (575)-937-0839
nick.smokovich@emnrd.nm.gov

Thank you for your time,
please take what you learn
at the WUI Summit back
home and share it as the
ambassador to your
community.



LET'S TAKE STOCK IN WHAT HAS HAPPENED IN OTERO COUNTY.

LOCATED IN SOUTH-CENTRAL NEW MEXICO WITH TEXAS ON ITS SOUTHERN BORDER. LINCOLN, CHAVES, AND EDDY COUNTIES ARE LOCATED TO THE EAST. LINCOLN COUNTY FORM ITS NORTHERN BOUNDARY. SIERRA AND DONA ANA COUNTIES ON THE WESTERN BOUNDARY.

THE COUNTY COMPRISES A DIVERSE LANDOWNERSHIP, WITH THE BLM MAKING UP THE LARGEST PORTION (36.25%). WHITE SANDS MISSILE RANGE (WSMR) COMPRISES 18.5% OF THE WESTERN SIDE OF THE COUNTY. LINCOLN NATIONAL FOREST OCCUPIES (13.14%), MESCALERO APACHE RESERVATION MAKES (10.84%), PRIVATE PROPERTY (11.11%), STATE (8%), AND WHITE SANDS NATIONAL MONUMENT (2.17% OF THE LAND AREA).

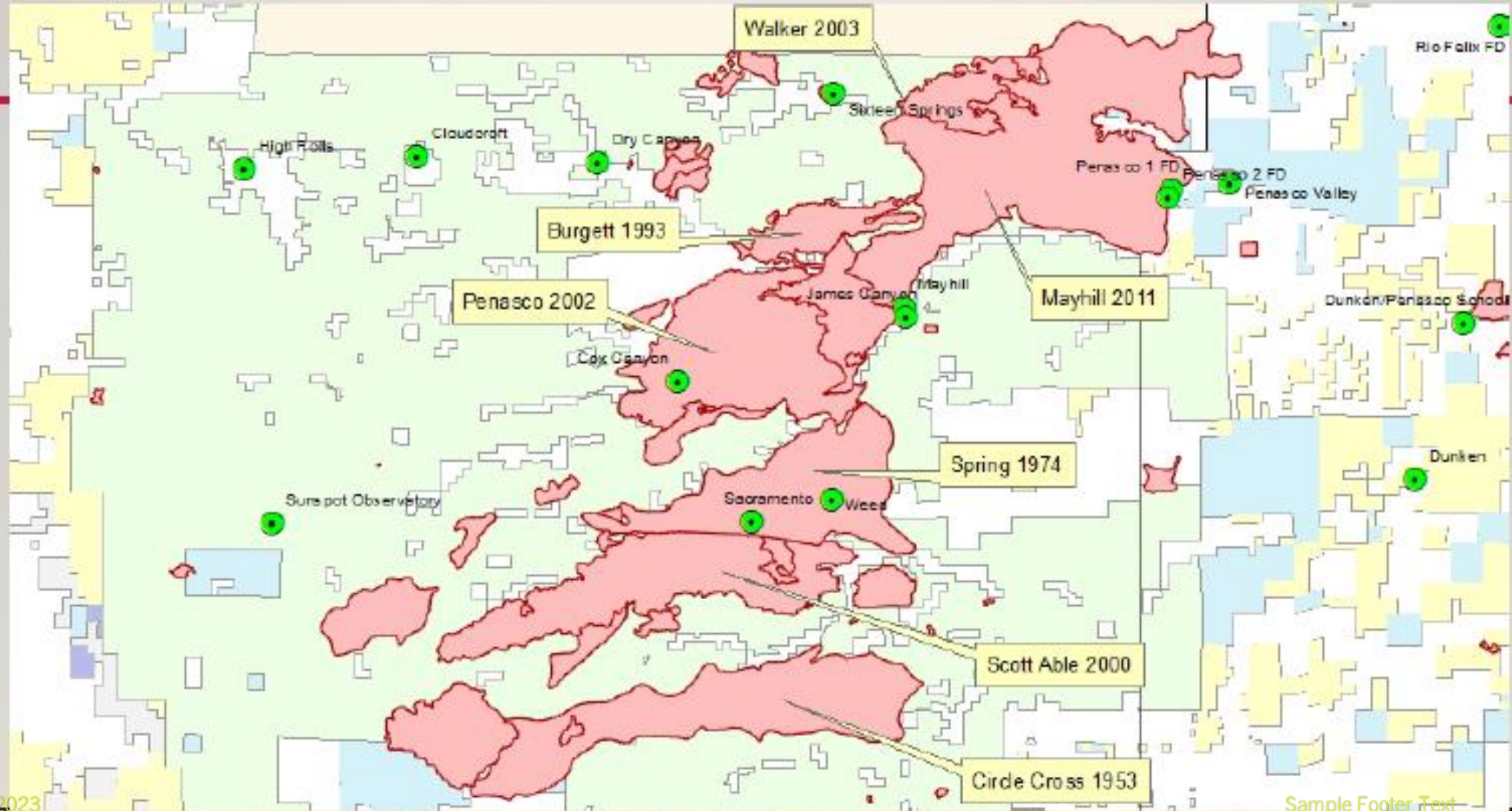


**HISTORIC INCREASES IN
WOODY VEGETATION
IN
LINCOLN COUNTY
NEW MEXICO**

E. HOLLIS FUCHS



OVERVIEW OF OTERO COUNTY LARGE FIRES RELATIVE TO COMMUNITIES.



Even when the only cause of fire is Lighting, 747 fire were determine to be caused by lighting in the two counties.



So what is the cause of the “Wildfire Crisis”?



Coming Together to Address the Wildfire Crisis

Though the Forest Service has been working to manage the health of millions of acres of national forests across the American West for decades, the scale, pace and methods of work on the ground have not matched the need. With the support of our partners, states, Tribes and local communities, the Forest Service is collaboratively implementing this new strategy across jurisdictions and landownerships to protect communities, critical infrastructure, watersheds, habitats, and recreational areas.



Overgrown forests, a warming climate, and a growing number of homes in the wildland-urban interface, following more than a century of rigorous fire suppression, have all contributed to what is now a full-blown wildfire and forest health crisis.

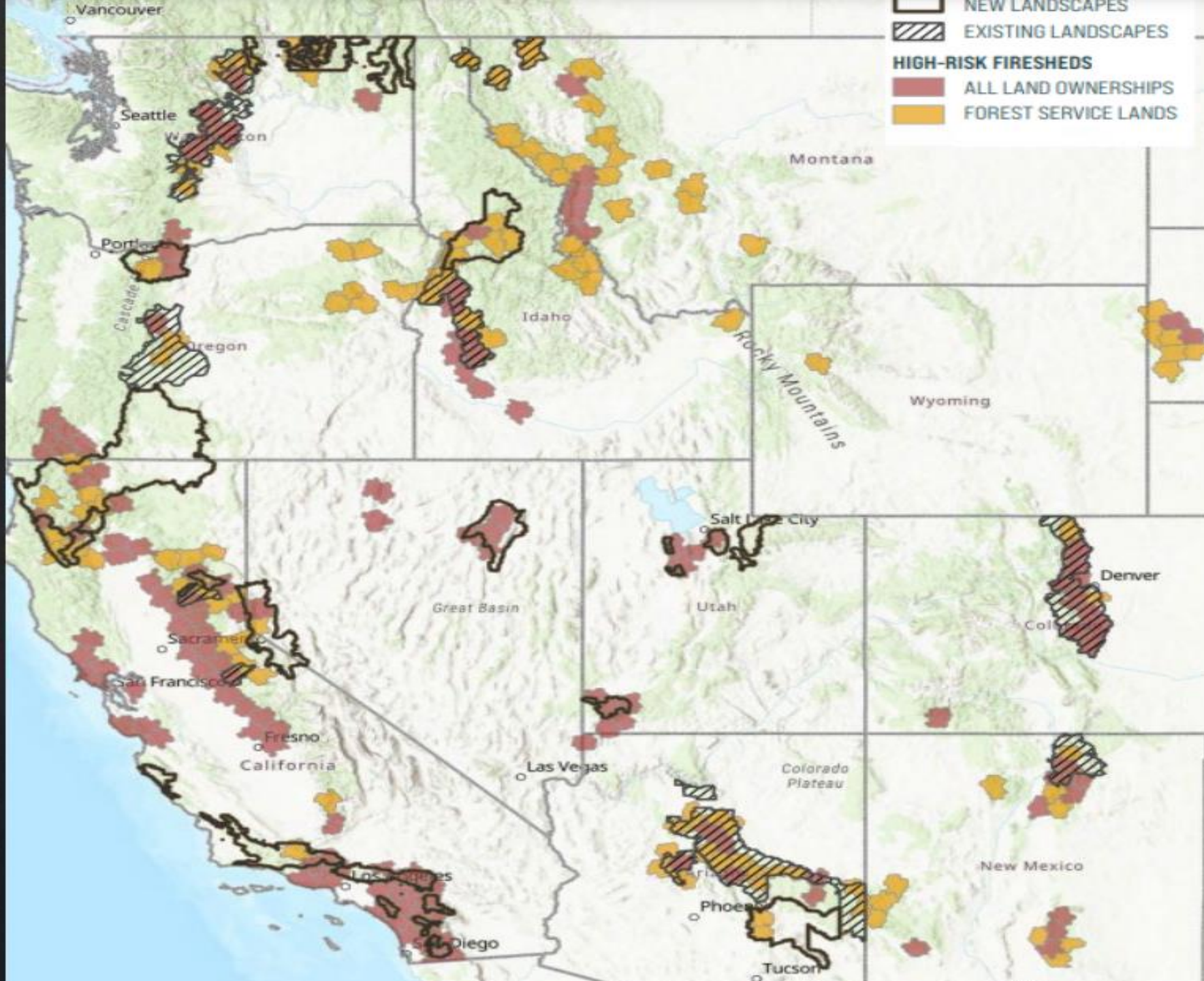


are ready to begin or to expand.

The Forest Service is working with partners to focus fuels and forest health treatments more strategically and at the scale of the problem, using the best available science as a guide. Through investments from the Bipartisan Infrastructure Law and the Inflation Reduction Act, wildfire risk reduction work will occur on 21 landscapes across 134 firesheds in the western U.S. where projects

The only thing we can control is FUEL.





“Cross-boundary fuels treatment”

“Local, state, tribal, federal, and private land authorities working together to share and leverage resources and build partnerships focused on mitigation actions on the ground”

“Wildfire knows no boundaries. Mitigation must involve cross-boundary partners”

--National Wildfire Coordinating Group, Standards for Mitigation in the Wildland Urban Interface (2023)





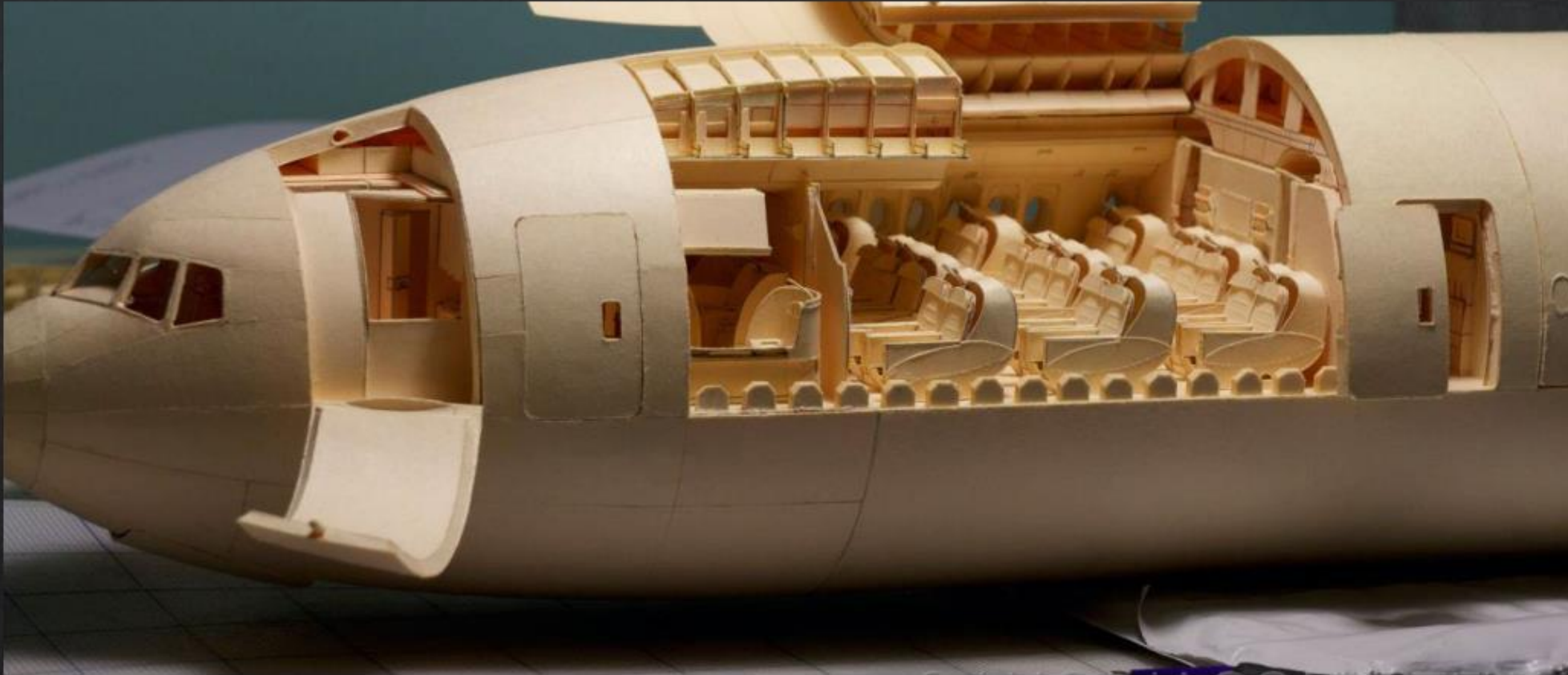
Nathan Gill

Department of Natural Resources Management

Texas Tech University

nathan.gill@ttu.edu

What is the purpose of a model?



A model lets us explore probabilities based on relationships that exist in reality.

We can test a variety of scenarios that would take too long, be too expensive, and/or be too dangerous to study in real life.

It also lets us simplify the complexity of reality to better isolate the effects of things that are most important, or have the largest implications.

"The model was wrong!"

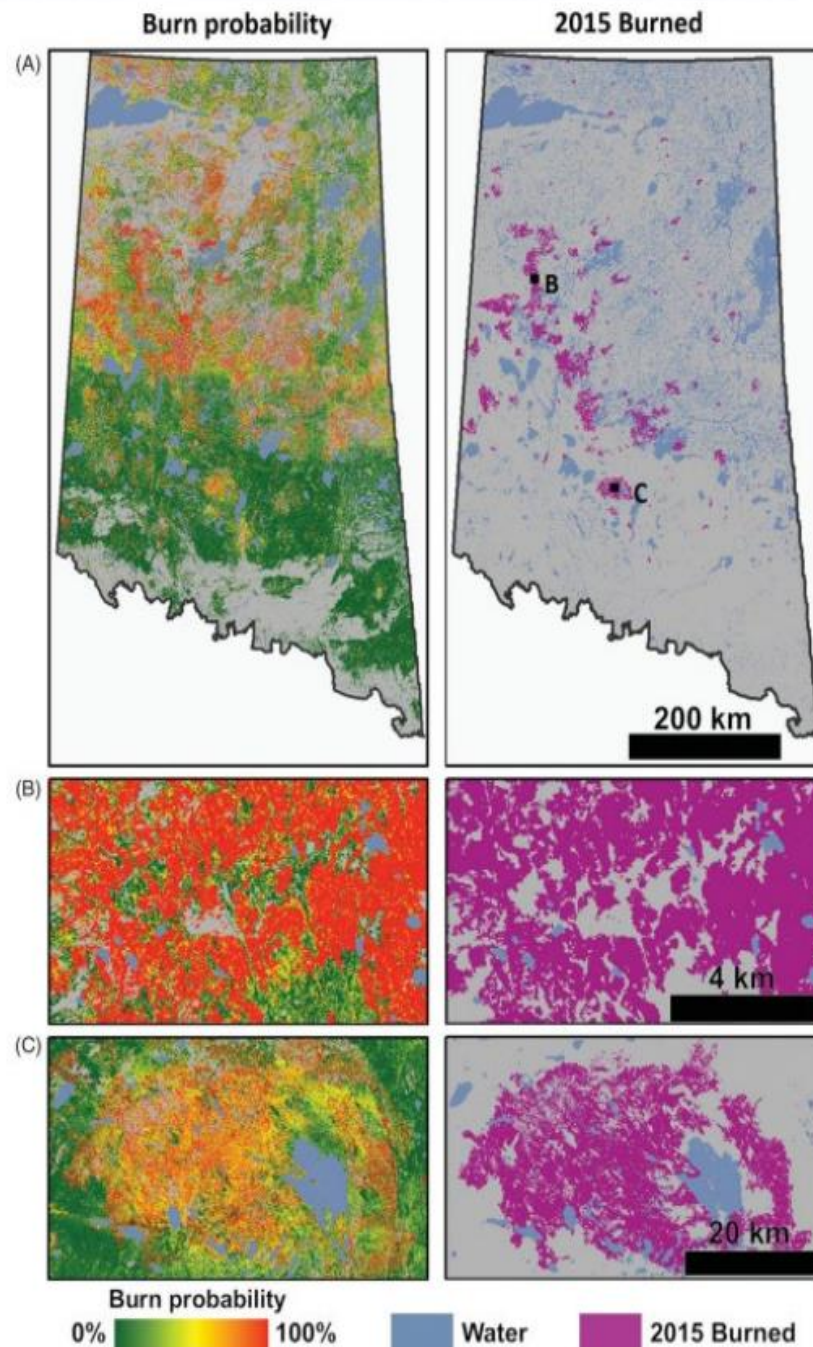
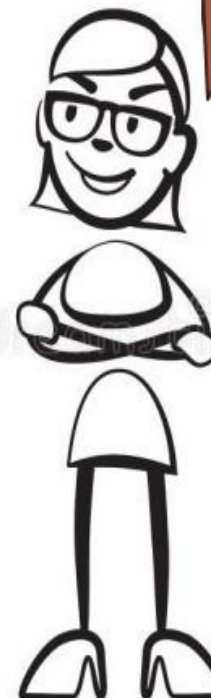


Figure 7. (A) Predicted forest burn probability in 2015 in Saskatchewan's forested ecosystems, in comparison to actual burned forest areas for 2015 as detected independently by the C2C approach. Zoom-in examples showing spatially detailed agreement

"The model worked!"



We empower better tomorrows.

Verisk provides expert data-driven analytic insights that help business, people, and societies become stronger, more resilient, and sustainable.

[Learn More](#)

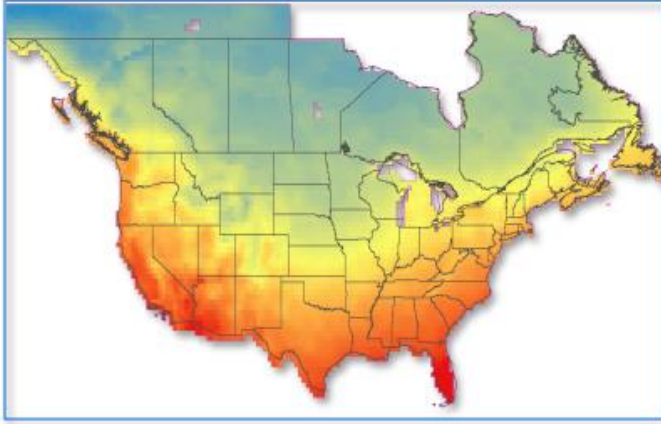
Catastrophe Model Summary

- Catastrophe models augment historical data for low frequency, high severity events
- Wildfire catastrophe models provide realistic simulations of potential losses
 - Includes weather, fuels and ignition data
 - Employs physically-based fire spread
 - Incorporates property information, building codes, wildfire mitigation and fire suppression
 - Considers increases in development and exposure over time
- Loss estimates support risk management, enabling the goal of providing financial resilience

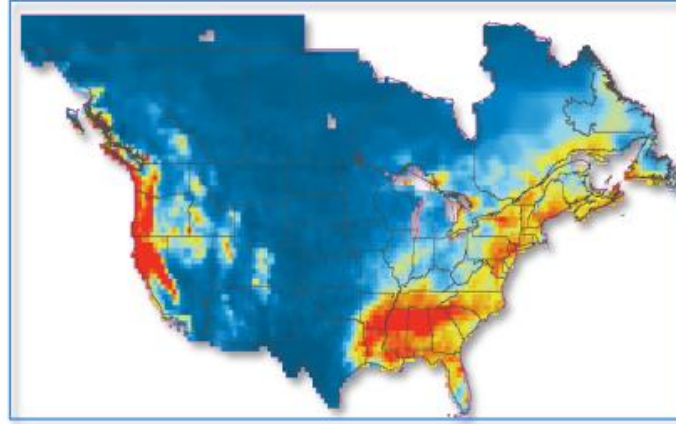
To learn more visit: <https://www.air-worldwide.com/models/wildfire2/Introducing-AIR-s-Wildfire-Model-for-the-United-States/>

Event Catalog Considers Variability in Weather and Fuels

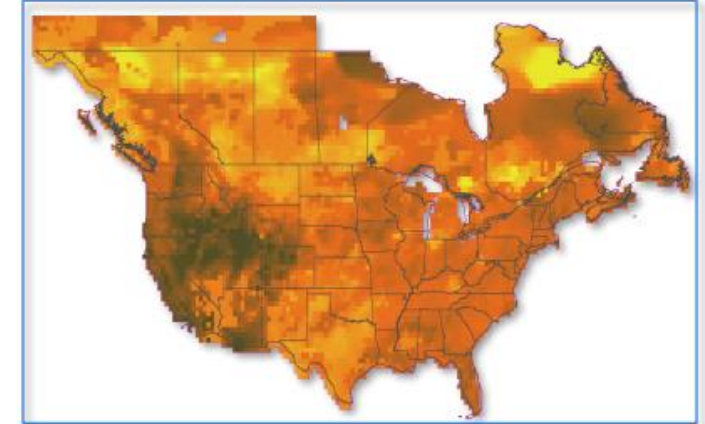
Temperature



Precipitation



Drought



Grass/Shrub/Mixed



Forest



HAZARD RISK RATERS RESULTS

- <https://riskfactor.com/>
- <https://wildfirerisk.org/explore>



New Mexico > Lincoln County >

Ruidoso Downs has a **very high** risk of wildfire—higher than 98% of communities in the US.

Understand your risk

Wildfire risk is based on several factors. Understanding which factors affect your community can help you identify strategies to reduce your risk.



New Mexico > Lincoln County >

Capitan has a **very high** risk of wildfire—higher than 97% of communities in the US.

Understand your risk

Wildfire risk is based on several factors. Understanding which factors affect your community can help you identify strategies to reduce your risk.



New Mexico > Lincoln County >

Ruidoso has a **very high** risk of wildfire—higher than 99% of communities in the US.

Understand your risk

Wildfire risk is based on several factors. Understanding which factors affect your community can help you identify strategies to reduce your risk.



[New Mexico >](#)

Otero County has a **very high** risk of wildfire—higher than 90% of counties in the US.

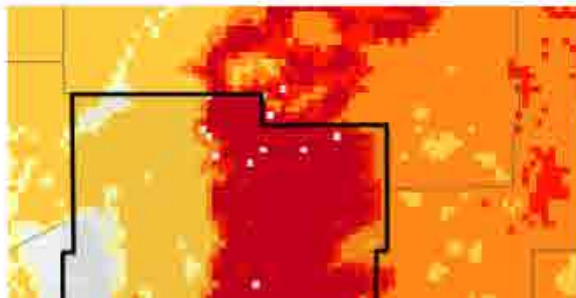
Understand your risk

Wildfire risk is based on several factors. Understanding which factors affect your community can help you identify strategies to reduce your risk.

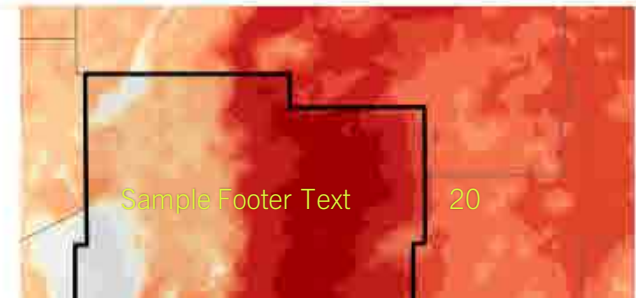


11/3/2023

Risk to Homes



Wildfire Likelihood



Sample Footer Text

20

2022 COMMUNITIES AT RISK ASSESSMENT PLAN

64 CWPPs Completed - Identifying 878 Communities at Risk



Lincoln County
Claunch Pinto
Ruidoso Area

2008/2014/2019
2016
2004/2015

LINCOLN COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

September 1, 2019

Prepared for:

Lincoln County
PO Box 711
3001 Central Avenue
Carrizozo, NM 88301

Prepared by
The South Central Mountain
Resource Conservation & Development Council, Inc.
August 30, 2019

In Cooperation With:
Lincoln County
The Greater Ruidoso Wildland Urban Interface Working Group
EMNRD – Forestry Division
Lincoln National Forest
The Village of Ruidoso
Village of Capitan
Little Bear Forest Reform Coalition
New Mexico State Land Office
Bureau of Land Management
Bureau of Indian Affairs

County	High Risk Communities	Moderate Risk Communities	Low Risk Communities
Lincoln (33)	Alto Ancho Angus Arabela Bonito Carrizo Canyon Cedar Creek-Alpine Village Copper Ridge Copper Ridge 2 Corona Eagle Creek Eagle Creek 2 Enchanted Forest Fawn Ridge Gavilan Canyon Glencoe Lincoln Loma Grande Nogal Outlaw Ranches of Sonterra Ruidoso Ruidoso Downs Sierra Vista Sun Valley-Sierra Vista Villa Madonna White Oaks Hondo/Tinnie Rainmakers Ranches of Ruidoso	Hondo/Tinnie Rainmakers Ranches of Ruidoso	Capitan Carrizozo Fort Stanton
Total	30	3	3

Table 9. Community Wildfire Hazard Risk Assessment

<u>Community</u>	<u>Assets at Risk</u>	<u>Wildfire Risk of Occurrence</u>	<u>NFPA 1144 Hazard Rating</u>	<u>Contributing Factors to NFPA 1144 Ratings</u>	<u>Firefighting Capacity</u>
Alto					
(Includes Legacy, Outlaw, Bald Eagle & Bald Eagle II)	Homes	High	High	Non-surfaced, steep roads	Bonito VFD
	Businesses			Heavy vegetation-fuel loads	Ruidoso and Monjeau fire lookout towers
	Recreation			Lack of defensible space around structures	Hydrants
	Tourism			Terrain conducive to unfavorable fire behavior	
	Communication towers			Lack of structure sprinkler system	
	Church camp			Utilities above ground	
	Watershed quality				
	Wildlife habitat				
	Aquatic habitat				
	Aesthetics				
	Air quality				
	Soil stability				

Nogal					
	Homes	High	High	Nogal Canyon limited ingress/egress with narrow road	Nogal VFD
	Businesses			Limited fire service access	Hydrants
	Tourism			Moderate to heavy fuel loads	
	Recreation			Lack of defensible space around structures	
	Watershed quality			Combustible structure siding, porches, and decks	
	Wildlife habitat			Terrain conducive to unfavorable fire behavior	
	Aquatic habitat			Utilities above ground	
	Aesthetics				
	Air quality				
	Soil stability				

<u>Community</u>	<u>Assets at Risk</u>	<u>Wildfire Risk of Occurrence</u>	<u>NFPA 1144 Hazard Rating</u>	<u>Contributing Factors to NFPA 1144 Ratings</u>	<u>Firefighting Capacity</u>
Capitan					
	Homes	High	Low	Light fuel loads	Capitan VFD
	Businesses				
	Tourism			Electrical utilities above ground	Hydrants
	Agriculture land			Lack of structure sprinkler system	
	Watershed quality				
	Wildlife habitat				
	Aquatic habitat				
	Rangeland				
	Aesthetics				
	Air quality				
	Soil stability				

Ranches of Sonterra (includes Little Creek)					
	Homes	High	High	Paved Roads	Bonito VFD
	Watershed Quality			Turn arounds farther than 300 feet	
	Aesthetic			No Fire Hydrants	
	Air Quality			One way in/one way out	
	Soil Quality			Topography conducive for wildfire	
	Wildlife Habitat			Heavy Fuel Loads	
				Utilities Above Ground	

<u>Community</u>	<u>Assets at Risk</u>	<u>Wildfire Risk of Occurrence</u>	<u>NFPA 1144 Hazard Rating</u>	<u>Contributing Factors to NFPA 1144 Ratings</u>	<u>Firefighting Capacity</u>
Ruidoso					
	Homes	High	High	Heavy Vegetation fuel loads	Ruidoso Fire Department
	Businesses			Defensible space less than 30 feet around structures	Hydrants
	Tourism			Terrain conducive to unfavorable fire behavior	
	Historic buildings			Lack of structure sprinkler system	
	Recreation			Utilities above ground	
	Watershed quality			Limited ingress/egress	
	Aquatic habitat				
	Aesthetics				
	Air quality				
	Soil stability				
Ruidoso Downs					
	Homes	High	High	Heavy Vegetation fuel loads	Ruidoso Downs Fire Department
	Businesses			Defensible space less than 30 feet around structures	Hydrants
	Tourism			Terrain conducive to unfavorable fire behavior	
	Historic buildings			Lack of structure sprinkler system	
	Recreation			Utilities above ground	
	Watershed quality				
	Aquatic Habitat				
	Aesthetics				
	Air quality				
	Soil stability				

INSURANCE NAVIGATING WILDFIRE



WHY IS IT HARD TO GET HOMEOWNERS INSURANCE IN FIRE-PRONE AREAS?

Record-breaking wildfires in recent years have inspired homeowners' insurance companies to reconsider the risks of insuring homes in fire-prone areas. Many traditional carriers refuse to insure properties in these areas, and others have stopped renewing policies. Insurers don't want the liability, and dry seasons are getting longer while wet seasons are getting shorter. The Institute of Insurance Information notes that wildfires accounted for \$18 billion in insured losses in 2018, compared to \$15 billion the previous year.

For 2022, 66,255 fires (12th least) burned 7,534,403 acres (11th most), which is 113.72 acres burned/fire (10th most).

For more wildfire statistics visit [U.S. Wildfires](https://www.nifc.gov/).

U.S. Wildfires



2001-2020 Average: 7,000,513.55 Acres; 68,707.25 Fires; 103.92 Acres/Fire

Source: [National Interagency Fire Center \(NIFC\)](https://www.nifc.gov/)

Powered by **ZingChart**

PROTECTION CLASS VS FIRELINE SCORE

PUBLIC PROTECTION CLASS ISO (1971)

PPC is designed to provide predictive fire loss data for typical structure fire problems. It is not intended to provide predictive capabilities for more prescriptive conditions such as wildfire. Where specific conditions provide for specific challenges, the property/casualty industry turns to alternative products such as FireLine.

- 50% comes from the quality of your local fire department, including staffing levels, training and proximity of the firehouse.
- 40% comes from availability of water supply, including the prevalence of fire hydrants and how much water is available to put out fires.
- 10% comes from the quality of the area's emergency communications systems (911).
- An extra 5.5% can come from community outreach, including fire prevention and safety courses.

ISO FIRELINE (2004)

Developed by ISO for areas with UWI areas. Designed to Predict risks specific to wildland fires in Rural areas. Data Driven

Verarisk, Corelogic

- Developed by ISO for areas with UWI areas
- Designed to Predict risks specific to wildland fires in Rural areas.
- Fuel — Grass, trees, or dense brush feed a wildfire.
- Slope — Steeper slopes can increase the speed and intensity of wildfire.
- Access — Limited access and dead-end roads can impede firefighting equipment.
- Scores range from negligible (0) to low (1), moderate (2–3), high (4–12), and extreme (13–30)
- (There are now other Fireline ratings available- Corelogic 1-100)

FIRELINE'S AND PROTECTION CLASS ACCOUNT FOR 30-50% OF UNDERWRITING DECISION

The Five Types of Building Construction

- Fire-resistive.
- Non-combustible.
- Ordinary.
- Heavy timber.
- Wood-framed.

Followed by

Construction Type

Roof Type

Renovations

Condition

Size

Age



Insurers are responsible to choose their level of acceptability for both Protection Class And Fireline Scores based on data reports

HOW DOES LINCOLN COUNTY LOOK?

GROUP CONVERSATION

- How many paid fire departments?
 - What are the results of the CWPP?
 - How many wildfires in 20 years?
 - What do the wildfire behavior maps say?
- Verarisk

EXAMPLES OF COMPANY FIRELINE ACCEPTABILITY LINCOLN COUNTY

- Farmers 6 or 4 IF wood shingle roof
- Foremost Restricted No New Business Other areas of NM, 6 or 4 with wood shingle roof
- Aegis Non-Renewing Lincoln County
- American Modern Accepts higher Fireline BUT not as Vacation Rentals OR Landlord Properties within 3-5 miles of prior wildfire.
- Scottsdale Insurance- Uses 1-100 Fireline Score. Cancelling Lincoln County
- State Farm Launched Fireline Rating. Previously only used Protection Class
- Au Gold Only Uses Protection Class

DECLINE EXAMPLES

IMPORTANT: WE ARE NO LONGER ABLE TO WRITE PROPERTY COVERAGE ON THIS RISK DUE TO THE FIRE SCORE". -- LOSS RUNS TO FOLLOW; in case you need to get this out to other markets.



NOTE

27 Sep 2023, 03:49 PM

AMIG declined due to fire risk

Manufactured Home - Quote (0025963455)

Click the Named Insured above to access mailing/account address



Dwelling #1: This risk is not eligible because it is located in a high wildfire risk area.

Ineligible Risk



9524A

This risk is ineligible due to the ISO FireLine score.

Verify that the correct information has been entered. If the information is correct, you must close this window and Exit and Save this transaction as the risk is ineligible.

Close Window



NOTE

27 Sep 2023, 03:45 PM

Aegis declined due to fire risk.

UW Response

141 OTTER CT, ALTO, NM 88312: This risk is ineligible due to increased fire hazard.



NOTE

29 Sep 2023, 04:20 PM

Edited: Kallyne Martin on 09/29/2023

Farmers declined due to fire risk.



Submission (Draft)



Homeowners Effective: 09/29/2023 Primary: [Signature]

Pre-Quote Issues

[Return to Risk Analysis](#)

[Details](#)

UW Issues that block quote

Ineligible Condition - FireLine score ineligible UW.167f



**WHICH
WOULD BE
ACCEPTABLE?**

Examples of Protection Class AND Fireline Ratings Combined

- Home is Protection Class 2, Fireline 1- Cree Meadows
- Home is a Protections Class 2, Fireline 8. - High Loop Rd. Ruidoso, NM
- Home is Protection Class 8/9, Fireline 2- Sonterra, Alto – Firewise Community
- Home is Protection Class 6/9, Fireline 11 – Nogal

How Much Does Home Insurance Rise After a Fire?

in Daily Dose, Featured, Headlines, Market Studies, Story Crawl | October 1, 2021

A fire can be one of the worst days of a homeowner's life—not only could it take years to recover emotionally from losing everything you own—it can be financially devastating, even after an insurance payout.

[ValuePenguin](#), a data analysis company owned by [LendingTree](#), has found that the yearly cost of home insurances after a fire rises in every single state. In some states, the price does not just rise by a meager amount—it skyrockets.



For the report, [Andrew Hurst](#), a SEO Marketing Research Analyst at ValuePenguin, analyzed 16 years of data from the [U.S. Fire Administration](#) and found that, on average, fires do a total of \$8.1 billion in damage annually, or \$138 billion total from 2003-2019.

"Insurance providers cover part of the fire damage costs on behalf of their policyholders, but these expenses result in higher prices," Hurst said. "ValuePenguin calculated that the average cost of home insurance increases 27% after a residential fire. Depending on the state, average rates could rise by as much as 42% or as little as 6%."

In four states the cost of insurance after a fire rose by 40%: Mississippi saw rates increase by 42% to an average of \$2,236; West Virginia also increased by 42% to \$1,673; Idaho rose by 41% to \$1,486; and Oregon rose by 40% or \$1,674.

HOW TO SAVE YOUR HOME

- Create minimum 30 ft fire break around the home
- Keep Roof and Rain Gutters free from needles
- Keep firewood and flammables at least 20 feet away from home.
- Update Roof to materials to non-combustible grade.
- Remove anything stored under home and deck.



Living With Fire Guide New Mexico

The Living with Fire (LWF), a Guide for New Mexico Homeowners provides recommendations and resources to homeowners, educators, community groups, and firefighting professionals to prepare for wildfire and reduce wildfire threats to homes and communities. LWF is a collaborative effort among federal, state, local firefighting agencies, and resource management agencies in New Mexico and across the nation. The LWF program is managed by the University of Nevada Reno, Extension, an EEO/AA institution.



RESOURCES

Rising Home Insurance Premiums, Explained

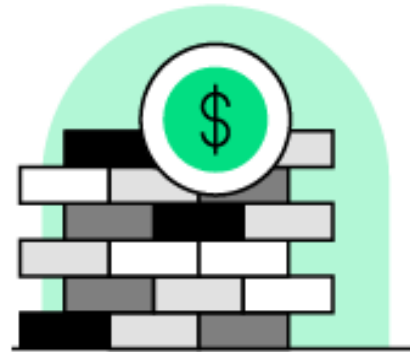
Your home insurance rates can rise due to a variety of factors. Some of the most common reasons for rising premiums include...



Rising
rebuilding cost



Long insurance
claim history

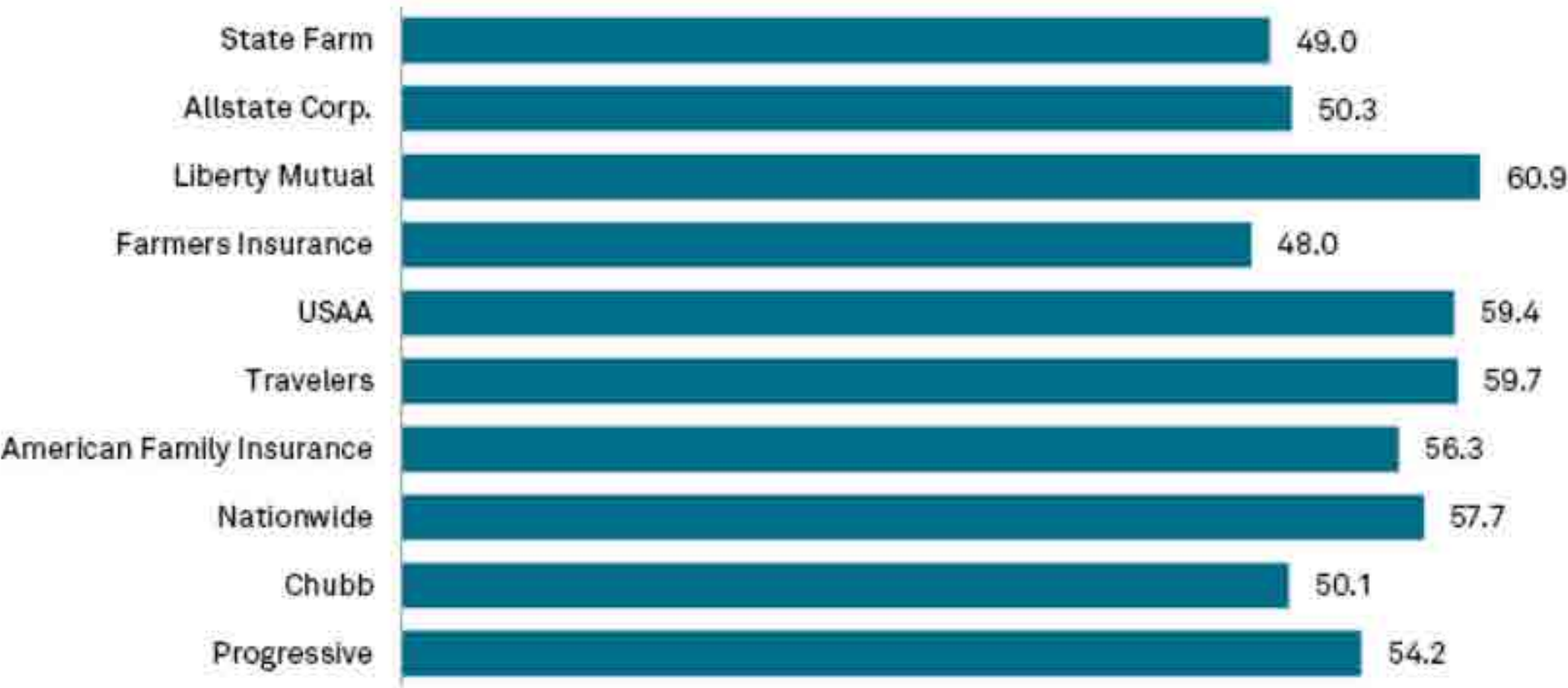


High cost of
materials or labor



Increased risk of
natural disasters

Liberty Mutual posted highest loss ratio among largest US homeowners writers in Q1 (%)



Date compiled June 13, 2022.
Based on NAIC statutory property and casualty first-quarter 2022 statement filings. U.S. filers only. May include business written outside the U.S. if reported in NAIC statements.
Data obtained from Part 1- Loss Experience.
The insurers in this analysis include groups that represent the consolidation or data of the statutory filers within SNL-defined group structures and unaffiliated single companies.

WHAT DO INSURANCE COMPANIES DO WHEN THEY LOSE MONEY



- Move out of high risk areas.
- Re-evaluate acceptability in current areas.
- Tighten underwriting
- Reinspect current policies
- Cut Advertising
- Reduce Agent Commission
- Reduce Corporate Employees

REPERCUSSIONS OF INSURERS LOSING TOO MUCH MONEY

Rating decrease – Due to federal regulations mortgage companies are required to uphold an A or minimum B+ Rating. If the insurer

Bankruptcy

Insolvency

The less insurance carriers in the area, the higher the premiums.

While ratings provided by the rating agencies can give you a good idea of an insurer's financial stability, they aren't perfect. For example, Merced Insurance had an A- rating from A.M. Best, but the company went bankrupt in 2018 after the extensive wildfires that occurred in California that year.



HOW TO DECREASE CURRENT RATE

- Take larger deductible
- Update Insurance agent on home updates and renovations
- Review Building A Coverage and home features for accuracy.
- Bundle

What to do if you are experiencing non-renewals or declines.

- Talk to your current agent.
- Shop your insurance.
- Evaluate homes condition.
- Try state pool (Max \$250,000)

WHERE DO WE GO FROM HERE

- Education.
- Bridge the gaps in reporting styles from ISO.
- Create more defensible spaces. FUELS
- Use technology and mapping to understand areas of high wildfire activities.
- Be understanding. We are all in this together.
- Remember that it takes time and will not be change overnight.

UTV Purchase- Lincoln VFD

UTV: \$25,070.37

Can-am 6x6
Front windshield
Rear windshield
Roof
Winch

Fire Slip: \$7,676.23

Kimtek Firelite Transport Deluxe

Utility Trailer: \$3,702.00

16ft tandem axle trailer
Drop down rear gate
Mounted spare tire

Total Cost: \$36,448.60

Invoice # 7715		<h1>MOTORSPORT ADVENTURES, LLC</h1>				1111 US ROUTE 66 PO BOX 3629 MORIARTY, NM 87035 (505) 832-0070					
DL#											
DL#		BUYERS Lincoln County				PHONE NUMBER(S) C-(575) 648-2306		DATE SOLD 10-05-2023			
ADDRESS PO BOX 711			CITY CARRIZOZO		COUNTY LINCOLN		STATE NM		ZIP 88301		
SALESPERSON Bryan L. Stiverson		DELIVERY DATE 10-05-2023		HULL MATERIAL		DELIVERY INSTRUCTIONS					
UNIT #1 MAKE CanAm		YEAR 2023		SIZE		MODEL DEFENDER HD4000 PRO EX		COLOR GREEN		CDDMETER 0	
										VIN	
										NEW <input checked="" type="checkbox"/>	
										USED <input type="checkbox"/>	
										20,299.00	
UNIT #2 MAKE		YEAR		SIZE		MODEL		COLOR		CDDMETER	
										VIN	
										NEW <input type="checkbox"/>	
										USED <input type="checkbox"/>	
UNIT #3 MAKE		YEAR		SIZE		MODEL		COLOR		CDDMETER	
										VIN	
										NEW <input type="checkbox"/>	
										USED <input type="checkbox"/>	
UNIT #4 MAKE		YEAR		SIZE		MODEL		COLOR		CDDMETER	
										VIN	
										NEW <input type="checkbox"/>	
										USED <input type="checkbox"/>	

OPTIONAL EQUIPMENT AND ACCESSORIES	TOTAL PURCHASE
SPORT ROOF KIT	529.99
CAN-AM HD4500 WIRE CABLE WINCH	369.99
WIRING HARNESS WINCH KIT UR	119.99
Can-Am Defender Scratch Resistant Flip Windshield	599.95
RWS-CA-DEFXMR-72(REAR WINDSHIELD)	269.95
FILL TIRES WITH SEALANT	150.00
	Cash Price of ALL Units
	20,899.00
	Optional Equipment and Accessories
	2327.37
	Freight and Prep
	1,595.00
	Extended Service Policy
	N/A
	Pre-Paid Maintenance
	N/A
	GAP Coverage
	N/A
	Theft Coverage
	N/A
	DOC/Admin Fees
	249.00
	Sales Tax
	N/A
	Sub-Total
	25070.37
	Cash Down
	N/A
	Trade Allowance
	N/A
	Less Total Down Payment
	N/A
	Net Sale
	25070.37
	Trade Payoff
	N/A
	N/A
	License/Registration/Title Fees
	N/A
Unlisted Accessories	N/A
	Total Other Fees
	N/A
Labor / Installation	287.50
	Unpaid Balance
	25070.37
OPTIONAL EQUIPMENT CARRIED FORWARD	2327.37

Lienholder:

DESCRIPTION OF TRADE-IN			
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
SERIAL NO.			
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
SERIAL NO.			
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
SERIAL NO.			
AMOUNT OWING	TO WHOM OWED		
N/A			
TOTAL TRADE-IN ALLOWANCE		N/A	
DEBT BUYER OWES ON TRADE-IN TO BE PAID BY: DEALER BUYER			
NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF THE COMPANY			
BY:			
APPROVED, SUBJECT TO ACCEPTANCE OF FINANCING BY BANK OR FINANCE CO.			

NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE NEXT 2 PAGES.

Dealer and Buyer(s) certify that the additional terms and conditions printed on the 2nd & 3rd pages of this contract are agreed to as a part of this agreement the same as if printed above the signatures. Buyer(s) certify that optional equipment, accessories, and insurance, if any, has been voluntarily purchased by Buyer(s). Buyer(s) trade-in is free from all liens and encumbrances whatsoever, except as Buyer(s) have indicated herein. (See Par. #3 and #12 on the 2nd & 3rd pages of this agreement). Dealer and Buyer(s) agree that if any paragraph or provision should violate the law and/or is unenforceable, the rest of this contract will remain valid.

☐ WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE UNIT BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) 'AS-IS' AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER(S) DID USE BUYER(S) OWN JUDGEMENT AND INSPECTION.

BUYER(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ THE FOLLOWING 2 PAGES OF THIS AGREEMENT.

BUYER(S) ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.

Buyer Sign ☒

Co-Buyer Sign ☒

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

Honda

Polaris

Date: 10/05/2023

Zia Power Sports

Salesman: Amy Jones

4709 W 2nd St (575) 622-0225

DOB: _____ SSN: _____

Roswell, NM 88201

Lic: _____

Name LINCOLN COUNTY FIRE SERVICE

Address 111 COPPER RIDGE RD

City Capitan

State NM

Zip 88316

Home Ph 575-336-8600

Employer's Ph _____

Business Address _____

City _____

State _____

Zip _____

ORDER FOR

2023 Can-Am

Defender 6x6 DPS HD10

Tundra Green

NO.

YEAR, MAKE, SERIES

COLOR

STOCK NO. _____

USED ()

MILEAGE _____

VIN: _____

TRADE IN

MAKE AND MODEL _____

YEAR _____

SERIAL NO. _____

LICENSE NO. _____

TITLE - Attached Yes () No ()

REGISTRATION - Attached Yes () No ()

PAY OFF TO _____

FINANCE CO

NET TRADE ALLOWANCE

0.00

Spot Deliver

Buyer has the right to void this purchase if financing is not approved within 20 calendar days after the delivery of a vehicle. Buyer has the right to the return of any trade-in and all money paid by buyer, if buyer voids this contract under this paragraph. To exercise this right, buyer must return the vehicle to the dealer in the same condition as received (normal wear and tear expected) within 48 hours of receipt of notice that the financing was not approved. Dealer shall not charge any fees as long as the vehicle is returned as provided in this paragraph.

Warranty Statement

New Mexico Law requires that this vehicle will be fit for the ordinary purpose for which the vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Consumer) will have to pay up to Twenty-Five Dollars (\$25.00) for each of the first two repairs if the warranty is violated. Please see the attached Implied Warranty of Merchantability Disclosure Statement, which is made part of this Agreement, for additional information.

No other implied warranties, including the implied warranty of fitness for a particular purpose, are given by Dealer. No express warranties are given by Dealer unless the box beside "Used Vehicle Limited Warranty Applies" is marked. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only the manufacturer or supplier shall be liable to performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. If we sell a service contract on our own behalf, any implied warranties will apply to covered items for the duration of the service contract. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of the sale.

TOTAL CONTRACT

PAYABLE _____ MONTHLY FOR

MOS. BEGINNING

20

REMARKS

Lien Information:

*** QUOTE ONLY

BY _____ APPROVED _____

CASH DELIVERED PRICE

20899.00

ACCESSORIES

0.00

LABOR

0.00

FREIGHT/ASSEMBLY

2295.00

SURCHARGE

480.00

OTHER

0.00

RIDER'S ADVANTAGE THEFT PROTECTION

500.00

DEFENCE GPS

599.00

MOSINTER SEAL

699.00

FLIP GLASS WINDSHIELD

1560.00

ROOF

568.00

WINCH

517.00

INSTALLATION

969.00

SUB TOTAL

29086.00

Net Trade In

0.00

CASH TOTAL or DIFFERENCE

29086.00

Tax 0.00

License 275.00

275.00

TOTAL CASH DELIVERED PRICE

29361.00

CASH REC#: _____ \$ 0.00

ACCTS REC: _____ \$ 0.00

DEPOSIT 0.00

TOTAL CREDIT 29361.00

BALANCE TO BE FINANCED, IF ANY

29361.00

This Order Is Not Binding Until Accepted By Dealer:

PURCHASER _____

CO-PURCHASER _____

ACCEPTED BY _____

Name

BUSINESS OFFICE- LEXI LETCHER

Title



White Sands Motorsports
21070 Hwy. 70W
Alamogordo, NM 88310
(575) 437-8189
FAX: (575) 437-8193

BUYER'S ORDER

I hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following

<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> DEVO	VEHICLE:
YEAR	MAKE	MODEL	COLOR
2023	CAN-AM	9VPA	GREEN
VIN	ENGINE NO.		
3JB6GAX42PK000530	MP513405		
APPROXIMATE DELIVERY DATE	MILEAGE	STOCK NO.	
	1	CA1592	

MANUFACTURER'S PRICE POE	20,899.00
FREIGHT & DESTINATION CHARGES	2,000.00
HANDLING	500.00
PREPAID SERVICE PROGRAM	0.00
DEALER INSTALLED OPTIONS	0.00
INSTALLATION CHARGES	0.00
TOTAL	23,399.00
DISCOUNT	-2,472.00
CASH SALE PRICE	20,927.00
TRADE-IN ALLOWANCE	0.00
TAXABLE BALANCE	20,927.00
STATE TAX	0.00
OFFICIAL FEES	79.50
DLR. DOCUMENT FEE	199.00
VEHICLE INSURANCE	0.00
SERVICE CONTRACT	0.00
CREDIT LIFE INSURANCE	0.00
CREDIT DISABILITY INSURANCE	0.00
MANUFACTURE TO CUSTOMER REBATE	0.00
INVOICE #	0.00
BALANCE OWED ON TRADE-IN	0.00
TOTAL CASH DELIVERED PRICE	21,205.50
DEPOSITS SUBMITTED WITH ORDER	0.00
INVOICE #	
INVOICE #	

UNPAID CASH BALANCE DUE ON DELIVERY	\$ 21,205.50	
LIENHOLDER NONE	UNIQUE NO.	
ADDRESS	MATURITY DATE	
CITY	STATE	ZIP
INSURANCE CO.		
AGENT	PHONE	

YOUR SALESMAN		DATE OF ORDER	
BUYER'S NAME			
COUNTY OF LINCOLN			
MAILING ADDRESS			
PO BOX 711			
CITY		STATE	ZIP
CARRIZOZO		NM	88301-0711
RESIDENCE PHONE		BUSINESS PHONE	
DATE OF BIRTH		DRIVER'S LICENSE NO.	
RESIDENCE ADDRESS IF DIFFERENT THAN ABOVE			

TRADE-IN DESCRIPTION			
YEAR	MAKE	MODEL	MILEAGE
VIN	ENGINE NO.		
LICENSE NO.	DESTROYED <input type="checkbox"/>		
STICKER NO.	TRANSFERRED <input type="checkbox"/>		
TITLE REGISTRATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>	COLOR
LIENHOLDER			
ADDRESS	PHONE		

DESCRIPTION	PRICE	INSTALLATION
Winch		
Roof		
Windshield Froth		
W/ Back		
286577		
installe 277		

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

Buyer agrees that this Order includes all of the TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE SIDE hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE. Buyer by his/her execution of this Order acknowledges that he/she has read and understands its terms and conditions, including ADDITIONAL CONDITIONS printed on the reverse side hereof, and has received a true copy of this Order.

CONTRACTUAL DISCLOSURE STATEMENT: "The information you see on the window form for this vehicle is part of this contract. Information on the window for overrides any contrary provisions in the contract of sale."

BUYER'S SIGNATURE

DATE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

KIMTEK CORPORATION

"HOME OF THE AFFORDABLE SKID UNIT!"

326 INDUSTRIAL PARK LANE
ORLEANS, VT 05860
Phone 1-888-546-8358 Fax 1-802-754-2300

QUOTE

DATE: October 24, 2023
QUOTE #: LC-102423
FOR: FIRELITE Transport
Deluxe FDH-203

Quote To:

Lincoln County Fire Department
Arron Griewahn
Capitan NM 88316



DESCRIPTION	AMOUNT
1- FIRELITE Transport Deluxe FDH-203/ Darley-Davey High Pressure Firefighting 6.5 HP Pump/ Hannay Reel 4000 Series manual crank with 100' of 3/4" Boostlite hose w nozzle / 70 gallon poly water tank/ rescue area/ hose storage area w. tailgate/ 10- 24" long Velcro D loop straps to secure long board or stokes basket to unit. 4 Quick release tie down turnbuckles to secure unit in cargo bed area supplied. <i>All to fit -Can-Am Defender 6x6</i>	6,001.55
1- Add electric rewind to Hannay Reel	359.68
1- Upgrade to electric start pump (open market)	575.00
1- Crating & Shipping (open market)	740.00
<i>GSA Contract #: GS-07F-0263X DUNS: 624372108</i>	
<i>Shipping charges quoted do not include accessorial charges such as but not limited to: Liftgate service \$65, call prior to delivery \$25, etc. Please add these charges to your budget as you see fit. For any additional services, please call for a quote.</i>	
TOTAL	\$ 7,676.23

SALES OFFICE HOURS: MON-THURS 8AM-3PM EST

Make all checks payable to **KIMTEK CORPORATION**

If you have any questions concerning this quote, contact:

Kimball Johnson, President 1-888-546-8358 or email sales@kimtekresearch.com

A Finance Charge of 1.5% (18 Annum) Will Be Charged To Invoice Past Due 30 Days.

Prices subject to change without notice. All quotes good for up to 30 days.

THANK YOU FOR YOUR BUSINESS!

TIP TOP TRAILER SALES, Inc.1499 HWY 70 West
Alamogordo, NM 88310

575-443-0998

NMDL# 86

www.tiptoptrailersales.com

Invoice

Date	Invoice #
10/24/2023	14591

Sold To:	
Lincoln County	
Customer Phone	

P.O. No.	Payment Method
Quote	

Stock#	QTY	Description	Color	V.I.N.	Price	Amount
T4417		2023 GR BP162 82X16 Price Includes Spare Sales Tax	Black	3BZBP1623PC011551	3,702.00 0.00%	3,702.00T 0.00

TRAILER MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF
SALE. X _____**Total** \$3,702.00

Regular maintenance needed, check lug nuts after first 50 miles. x _____

All Warranty Work Must be Approved by Manufacturer/Seller

*All deposits are non refundable on special order trailers.

No exceptions*

No refunds on special order trailers.

\$30 charge for lost MSO/Invoice.

Signature of Customer(s) _____

Signature of Dealer/Agent _____

Thank you for the business!

T&T Trailer Sales

19480 Hwy 314

(505)864-8899

Belen, NM 87002

Fax(505)864-6633

Custom Trailer Quote

Date: 10/24/23

Name: Lincoln County Phone#: 575-336-8600
Address: B Samson Fax: _____
City: _____ State: _____ Zip: _____

Manufacturer: GR

Model: 7K 16'x82" TA Utility Base Price: \$3999.00

Options:

1. (2) 3500# Axles w/ Electric Brakes
2. 4' Rampgate
3. Flush Mounted LED Lights
4. 225/15 8-Ply Tires & Wheels
5. Spare Mount & Spare Tire
6. Pipe Top Rail
7. 4K Fold Up Jack
8. 2" Bulldog Coupler w/ 4" Channel Wrap Tongue
9. _____
10. _____

Total Options: \$ _____

T,T&L: \$ _____

Total Price: \$3999.00

Quote is Good For 14 Days

T&T Trailer Sales: Carmen Munoz

10/25/23

T&T Trailer Sales

5435 Del Rey Blvd

Las Cruces, NM 88012

575-382-5400

Custom Trailer Quote

Name: Lincoln County

Phone:

Address:

Manufacturer: Iron Bull

Model: 83" x 16' Utility Trailer

Options:

- 83" x 16'
- Utility Trailer
- Tandem Axle
- 7,000lb Capacity
- 4" Tailgate with Springs
- Spare Tire

Quantity x 1

Base Price: \$4,595.00

(does not include TT&L, List price is cash or check)



State of New Mexico
 DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
 P.O. Box 27111, Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT
 FY 2023 State Homeland Security Grant Program (SHSGP)
 2023 Federal Grant No.: **EMW-2023-SS-00015** Assistance Listing No.: **97.067**

RECEIVED

By Catherine Watson at 8:40 am, Oct 27, 2023

SUB GRANT RECIPIENT INFORMATION

SUBRECIPIENT NAME	Lincoln County	SUB-GRANT NUMBER	EMW-2023-SS-00015
FIDUCIARY NAME	Lincoln County	SUPPLIER ID NO.	54389
EIN NUMBER	85-6000228	CAGE CODE	3Y1E1
SAM UEI #	GDXUACW18VJ7		
PHYSICAL ADDRESS	111 Copper Ridge Road Capitan, NM 88316	REMIT ADDRESS	PO Box 970 Capitan, NM 88316

NMDHSEM INFORMATION

POINT OF CONTACT	Catherine Watson	PHONE NUMBER	505-415-0020
EMAIL ADDRESS 1	catherine.watson@dhsem.nm.gov	EMAIL ADDRESS 2	DHSEM-GrantsManagement@state.nm.us

SUB GRANT AWARD INFORMATION

PERIOD OF PERFORMANCE:

START DATE	October 1, 2023	END DATE	September 30, 2025
------------	-----------------	----------	--------------------

	NAME OF PROJECT AWARD	AMOUNT AWARDED
1	Lincoln County - Gallinas Radio Tower Installation	\$524,000.00
2		
3		
4		
5		
SHSGP TOTAL AWARDED AMOUNT		\$524,000.00

This page is intentionally left blank.

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and sub-grantee.

WHEREAS, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and sub-grantee.

NOW, THEREFORE it is mutually understood and agreed between the grantee, NMDHSEM, and sub-grantee, **Lincoln County** hereinafter referred to as "subrecipient" as follows:

ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

The following additional sub-grant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- The [USDHS Notice of Funding Opportunity \(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#)
- [Fiscal Year 2023 Preparedness Grants Manual, FEMA Grant Programs Directorate, Version 4, 2023](#)
- Attachment 1: USDHS Standard Terms and Conditions (November 29, 2022) which are incorporated by reference into this Subgrant Agreement.
- Attachment 2: Reimbursement Checklist.
- Attachment 3: Glossary and Definitions.
- Attachment 4: Acronyms.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2023 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2023 SHSGP Application. All work must be completed within the performance period, between **October 1, 2023, and September 30, 2025**. The subrecipient shall not sub-grant any part of this award to any other entity or organization.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Point of Contact as identified on page 1, of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely **Quarterly Financial Progress Reports** to their assigned NMDHSEM Sub-grant Analyst. The **Quarterly Performance Progress Reports** are to be submitted to the Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us. Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received timely.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

The subrecipient must immediately report in writing to the NMDHSEM Point of Contact alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the subrecipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by **both** the Quarterly Financial Progress Report and Quarterly Performance Progress Report forms. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely financial and performance progress reports. Payments may be withheld by NMDHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). The NMDHSEM staff will not process reimbursements if quarterly performance progress and financial-reports are not submitted.

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

DELAYS AND DENIAL OF PAYMENT: Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

CONTRACTS: All contracts must be submitted to the NMDHSEM Point of Contact for NMDHSEM review prior to implementation.

EQUIPMENT: Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may

purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

TRAVEL: All reimbursable travel must be pre-approved by NMDHSEM 30 days prior to travel date.

PER DIEM: Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021).

TRAINING: Requires NMDHSEM pre-approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After-Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - o The cost of the food and/or beverages provided is considered to be reasonable.
 - o The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
 - o Participation by all participants is mandatory; and
 - o The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than \$60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition. Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.

- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.

ARTICLE 6: PERFORMANCE MEASURES

The Quarterly Performance Progress Report form shall demonstrate performance and progress relative to the performance metrics identified in the [USDHS Notice of Funding Opportunity \(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#).

FY 2023 Performance Metrics:

- Percentage of funding allocated by the subrecipient to core capabilities to build or sustain national priorities identified in the HSGP FY 2023 NOFO.
- Percentage of funding and projects allocated by the subrecipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the subrecipient that address a capability gap in a core capability that has a target(s) rated as high.

ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHEM staff.

ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program, the terms and condition of an award, or other program materials, costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM staff may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

See the Allowable Cost Matrix section in the [\(NOFO\) Fiscal Year 2023 Homeland Security Grant Program](#) for allowable cost activities.

Equipment. The allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): <https://www.fema.gov/grants/tools/authorized-equipment-list>. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Training. Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that

are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

Exercises. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

Maintenance and Sustainment. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's [Information Bulletin \(IB\) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding](#), initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation. Project construction using SHSGP funds may not exceed the greater of \$1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are

required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
 - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
 - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317-326, and Appendix II.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. 200.318 through 2 C.F.R. 200.326 and Appendix II. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. 200.320. A RFA form must be approved by NMDHSEM staff prior to any-tangible expenditures.

Procurement Documentation: Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;
3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The

standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply [with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2023 DHS Appropriations Act further requires recipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: [Interagency Legal Advisory on UAS Detection and Mitigation Technologies Homeland Security \(dhs.gov\)](#). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: [Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems Homeland Security \(dhs.gov\)](#).

ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at [GSA's Programs for State and Local Governments](#) and [State and Local Governments](#) webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs: For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Point of Contact.

ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. See 2 C.F.R. 200.1, 2 C.F.R. 200 Appendix II to Part 200.

ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending \$750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 C.F.R. 500 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 500 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Point of Contact within 30 days after the subrecipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. 200.310 through 2 C.F.R. 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of SHSGP property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico

Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 17: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico."

ARTICLE 18: RECORDKEEPING

The subrecipient will follow the record retention and access standards articulated in 2 C.F.R. 200.333 through 2 C.F.R. 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 19: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the NMDHSEM Point of Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Sub-Grant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Point of Contact **within 90 days of the POP end date**. All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;

7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Sub-grant award extensions must be received at NMDHSEM prior to the 90-day sub-grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Point of Contact on a case-by-case basis.

ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **October 1, 2023 through September 30, 2025**. Further, all personnel related grant activity must be completed between **October 1, 2023 through September 30, 2025**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.
- The [FY 2023 SAFECOM Guidance on Emergency Communications Grants](#), in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
 - Priority 1: Governance and Leadership
 - Priority 2: Planning and Procedures
 - Priority 3: Training, Exercises, and Evaluation
 - Priority 4: Activities that Enhance Communications Coordination
 - Priority 5: Standards-Based Technology and Infrastructure
 - Priority 6: Cybersecurity
- **Deployable / Shareable Assets:** All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.
- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient

shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.
- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.
- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.
- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

ARTICLE 23: TERMINATION

For Cause: In compliance with 2 C.F.R. Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

ARTICLE 24: SPECIAL CONDITIONS

- The Homeland Security Grant Program Notice of Funding Opportunity Requirements – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.
- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from the Grants Management Bureau is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All subrecipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All subrecipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every three years and submit to NMDHSEM no later than October 31 of that year. (May 30, bi-annually).
- All subrecipients must complete and/or revise their Stakeholder Preparedness Report (SPR) every year and submit to NMDHSEM no later than October 31 of that year.
- All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year. Please submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and the Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us.

- All subrecipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP), approved by NMDHSEM and is current within two years. Subrecipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs for approval. Contact the DHSEM Point of Contact for more information.
- Subrecipients must have a current multi-year Integrated Preparedness Plan (IPP) that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year. Contact the DHSEM Point of Contact for more information.
- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the DHSEM Point of Contact for more information.
- All SHSGP performance activities will be monitored by the assigned Grant Manager on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.
- All revisions must be reviewed and approved by the Grants Management Bureau to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.
- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.
- Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.
- A RFA form must be approved-prior to any tangible expenditures.
- All revision requests must be reviewed and approved by the Grants Management Bureau. All requests must meet the original scope of the project which, may result in a subgrant amendment.
- A revision of a project's scope of work must be pre-approved by the Grants Management Bureau before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.
- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
- Grant funds may not be used for the following:
 - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
 - Expenditures for weapons systems and ammunition.
 - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.
 - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
 - Costs that supplant traditional public safety positions and responsibilities
 - Activities and projects unrelated to the completion and implementation of the SHSGP Program.

The remainder of this page is intentionally left blank.

This page is intentionally left blank.



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT – STATE HOMELAND SECURITY GRANT PROGRAM EMW-2023-SS-00015

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

Signature of Acceptance

JURISDICTION SIGNATURES	
SIGNATURE OF STATE HOMELAND SECURITY GRANT PROGRAM MANAGER	
OFFICIAL SIGNATURE: <u>Brian Samson</u>	DATE: <u>10/25/2023</u>
PRINTED NAME: <u>Brian Samson</u>	
CONTACT NUMBER: <u>575-336-8606</u>	EMAIL ADDRESS: <u>bsamson@lincolncountynm.gov</u>
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER	
OFFICIAL SIGNATURE: <u>Billie Jo Guevara</u>	DATE: <u>10/25/23</u>
PRINTED NAME: <u>Billie Jo Guevara</u>	
CONTACT NUMBER: <u>575-6482385 x103</u>	EMAIL ADDRESS: <u>bguevara@lincolncountynm.gov</u>
SIGNATURE OF JURISDICTIONS GOVERNMENT SIGNATORY OFFICIAL	
OFFICIAL SIGNATURE: <u>Todd F. Proctor</u>	DATE: <u>Oct. 24, 2023</u>
PRINTED NAME: <u>Todd F. Proctor</u>	
CONTACT NUMBER: <u>(505) 401-2922</u>	EMAIL ADDRESS: <u>tproctor@lincoln county. nm. gov</u>
NMDHSEM SIGNATURES	
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF	
OFFICIAL SIGNATURE: <u>Valli A. Wasp</u>	DATE: <u>10/27/2023</u>
PRINTED NAME: <u>VALLI A. WASP</u>	
CONTACT NUMBER: <u>505-231-4995</u>	EMAIL ADDRESS: <u>Valli.Wasp@dhsem.nm.us</u>
NMDHSEM DEPUTY CABINET SECRETARY	
OFFICIAL SIGNATURE: <u>Ali Rye</u>	DATE: <u>10/27/23</u>
PRINTED NAME: <u>Ali Rye</u>	
CONTACT NUMBER: <u>505-470-9913</u>	EMAIL ADDRESS: <u>ali.rye@DHSEM</u>

Print one original agreement, sign, and email to: DHSEM-GrantsManagement@state.nm.gov and the DHSEM Point of Contact.

This page is intentionally left blank.

ATTACHMENT 1
FY 2023 U.S. Department of Homeland Security Terms and Conditions
Version 2 dated November 29, 2022

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at [DHS Civil Rights Evaluation Tool Homeland Security](#).
- VI. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

- I. **Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. **Activities Conducted Abroad**
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. **Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. **Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. **Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- VI. **Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- VII. **Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- VIII. **Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- IX. **Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

- XI. **Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- XIII. **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- XIV. **Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XV. **False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- XX. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the [DHS Recipient Guidance](#) and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

ATTACHMENT 2

Reimbursement Checklist

Please Note: NMDHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable state, local, tribal, and territorial rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- ☐ Have all invoices been included? Submit all invoices to DHSEM-GrantsManagement@state.nm.us.
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by subrecipient or contractor/consultant of subrecipient, an agenda and sign-in sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course USDHS/FEMA approved? Is there a course or catalog number? If not, has NMDHSEM approved the non-USDHS training request form? Is supporting documentation included with your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?
- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Have any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and

equipment)? If so, receipts and proof of payment must be submitted. (e.g., system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS

- ☐ Contributions are from non-federal funding sources.
- ☐ Contributions are from cash.
- ☐ Contributions are from in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to EMPG eligible activities.

The remainder of this page is intentionally left blank.

ATTACHMENT 3

Glossary and Definitions

After–Action Report/Improvement Plan (AAR/IP): The AAR/IP is a document that generally includes an exercise overview, analysis of capabilities, and a list of corrective actions. The AAR/IP should include an overview of performance related to each exercise objective and associated capabilities. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

FEMA Authorized Equipment List (AEL): The FEMA Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Conduct of Exercise: Involves activities such as preparing for exercise play, managing exercise play, and conducting immediate exercise wrap-up activities. For a discussion-based exercise, conduct entails presentation, facilitation, and discussion. For an operations-based exercise, conduct, encompasses all operations occurring between the designated Start of the Exercise (StartEx) and End of the Exercise (EndEx). Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

Exercise: An event or activity delivered through discussion or action to develop, assess, or validate capabilities to achieve planned objectives. Types of exercises are seminar, workshop, tabletop, full scale, and functional. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Expenditures: Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

Homeland Security Grant Program (HSGP): One of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. The HSGP program includes: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI); and Operation Stonegarden (OPSG).

Improvement Plan (IP): A document that includes a consolidated list of corrective actions, responsible parties, and a timeline for completion. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Integrated Preparedness Plan (IPP): A document for combining efforts across components of the Integrated Preparedness Cycle to make sure that a jurisdiction/organization has the capabilities to handle threats and hazards. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Narrative Report – Quarterly/Final (also known as performance progress report): Used to submit either quarterly performance reports or the final narrative report.

NMDHSEM Request for Budget-Project Revision form: This form is used to request revision(s) to project(s) and/or budget(s) that are within the original scope of the project.

Notice of Funding Opportunity (NOFO): A formal announcement of the availability of federal funding through a financial assistance program from a federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to submit the application. 2 C.F.R. 200.1 Notice of funding opportunity.

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Opioid Receptor Antagonists: Any medically approved drug or medical substance that can be utilized by first responder personnel in an emergency situation that is designed to counteract the effects of an opioid overdose.

Pass-through Entity: A non-federal entity that provides a sub-award to a subrecipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Period of Performance (POP): The total estimated time interval between the start of an initial federal award and the planned end date, which may include one or more funded portions, or budget periods. 2 C.F.R. 200.1 Period of performance.

Preparedness: The actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. National Incident Management System, Third Edition, October 2017.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor subrecipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: An entity, usually but not limited to non-federal entities that receives a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. 2 C.F.R. 200.1 Recipient.

Request for Approval Form (RA): Used by subrecipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Risk: Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Stakeholder Preparedness Review (SPR): Annual three-step self-assessment of a community's capability levels based on the capability targets identified in the Threat and Hazards Identification and Risk Assessment (THIRA).

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

State Homeland Security Grant Program (SHSGP): Assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Subrecipient: An entity, usually but not limited to non-federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. 2 C.F.R. 200.1 Subrecipient.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Threat and Hazard Identification and Risk Assessment (THIRA): Standard process for identifying community-specific threats and hazards and setting targets for each core capability identified in the National Preparedness Goal. Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

Urban Area Security Initiative (UASI): The HSGP program that assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

The remainder of this page is intentionally left blank.

ATTACHMENT 4

Acronyms

AAR/IP: After–Action Report/Improvement Plan
AEL: FEMA Authorized Equipment List
ASB: NMDHSEM’s Administrative Services Bureau
CAD: Computer Aided Dispatch
CBP: Customs and Border Protection
CONOP: Concept of Operations
DOL: US Department of Labor
DOT: US Department of Transportation
EA: Environmental Assessment
EHP: Environmental and Historic Preservation
EMAC: Emergency Management Assistance Compact
EOP: Emergency Operations Plan
FEMA: Federal Emergency Management Agency
FLO: Fusion Liaison Officer
GSA: General Services Administration
GPD: Grant Programs Directorate
HHS: US Health and Human Services
HSGP: Homeland Security Grant Program
HSEEP: Homeland Security Exercise and Evaluation Program
IJ: Investment Justification
IMAS: Intrastate Mutual Aid System
INA: Immigration and Nationality Act
IP: Improvement Plan
IPP: Integrated Preparedness Plan
JTTFs: Joint Terrorism Task Forces
LETPA: Law Enforcement Terrorism Prevention Activities
NECP: National Emergency Communications Plan
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
NOFO: Notice of Funding Opportunity
OPE: USDHS Office of Partnership and Engagement
OPSG: Operation Stonegarden
POP: Period of Performance
PTE: Pass-through entity
RMS: Record Management Systems
RFA: Request for Approval
SAR / NSI: Nationwide Suspicious Activity Reporting Initiative
SIGB: State Interoperability Governing Body
SPR: Stakeholder Preparedness Review
SHSGP: State Homeland Security Grant Program
sUAS: Small Unmanned Aircraft System (sUAS)
SWIC: Statewide Interoperability Coordinator
THIRA: Threat and Hazard Identification and Risk Assessment
TICP: Tactical Interoperable Communication Plan
UASI: Urban Area Security Initiative
USDHS: United States Department of Homeland Security



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 20

SUBJECT:

Public Works:

a. Approval of Filing of Solid Waste Liens

1. Robert W. McKelvey - **\$690.78**
2. Womble Enterprises, LTD - **\$629.24**
3. Michael C. Marks & Paula J. Marks - **\$629.24**
4. Kelly Jo McCarty & Arthur Rojas - **\$629.24**
5. Justin Uller - **\$606.16**
6. Carl A. Williams & Tabitha Crisp - **\$590.78**
7. Cathi J. Jones - **\$572.70**
8. Robert Lee Daleske & Mary Lynn Daleske - **\$572.70**
9. Jerry Don Manire - **\$444.62**
10. Manuel Preciado Sr. - **\$817.32**
11. Henry R. Herbert Jr. & Anastasia Herbert - **\$690.78**
12. William Seellbach III - **\$684.24**
13. Thomas James Bramble Jr. & Karen Marie Bramble - **\$629.42**
14. Thomas Schiele - **\$643.63**
15. Charles W. Leslie - **\$691.96**
 - (Land#294775 Charles W. Leslie) (MH#350138 Kathy L. Chapman)

b. Approval to Release & Refile Solid Waste Liens:

1. Richard W. Purcella & Frances J. Martinez - **\$2,239.63**
2. Maria N. Guillen - **\$1,961.48**
 - (Land# 1007381 Maria N. Guillen) (MH# 337375 Maria Madina)

c. Approval of Revised Lodgers' Tax Request:

1. Event: **Billboard on US HWY 380 Lease**
Date of Event: **10/02/2023-09/29/2024**
Requestor: **Friends of Historic Lincoln**
Amount Requested: **\$5,000.00**

Tuesday, November 14, 2023

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Robert W. McKelvey, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Robert W. McKelvey

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 690.78 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Robert W. McKelvey

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Womble Enterprises, LTD, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Womble Enterprises, LTD

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 629.24 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Womble Enterprises, LTD

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Michael C. Marks & Paula J. Marks, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Michael C. Marks & Paula J. Marks

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 629.24 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Michael C. Marks & Paula J. Marks

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Kelley Jo McCarty & Arthur Rojas, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Kelley Jo McCarty & Arthur Rojas

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 629.24 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Kelley Jo McCarty & Arthur Rojas

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Justin Uller, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Justin Uller

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 606.16 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Justin Uller

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Carl A. Williams & Tabitha Crisp, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Carl A. Williams & Tabitha Crisp

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 590.78 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Carl A. Williams & Tabitha Crisp

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Cathi J. Jones, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Cathi J. Jones

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 572.70 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Cathi J. Jones

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Robert Lee Daleske & Mary Lynn Daleske, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Robert Lee Daleske & Mary Lynn Daleske

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 572.70 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Robert Lee Daleske & Mary Lynn Daleske

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Jerry Don Manire, owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Jerry Don Manire

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 444.62 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2022 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Jerry Don Manire

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Manuel Preciado Sr. owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Manuel Preciado Sr.

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 817.32 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2015 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Manuel Preciado Sr.

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Henery R. Herbert Jr and Anastasia Herbert** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Henery R. Herbert Jr and Anastasia Herbert**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 690.78 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2015 to November 10, 2023 —, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

Henery R. Herbert Jr and Anastasia Herbert

Page 2 of 2

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to William Seellbach III owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: William Seellbach III

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 684.24 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2018 to November 10, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

William Seellbach III

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to **Thomas James Bramble Jr. & Karen Marie Bramble** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Thomas James Bramble Jr. & Karen Marie Bramble**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 629.42 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2022 to November 10, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Thomas James Bramble Jr. & Karen Marie Bramble

STATE OF NEW MEXICO)
) ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Thomas Schiele owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Thomas Schiele

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 643.63 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2021 to November 10, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Thomas Schiele

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Charles W. Leslie owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Charles W. Laslie

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A Land(294775) Charles W Leslie
MH(350138) Kathy L Chapman

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 691.96 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to November 10, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Charles W. Leslie

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed, and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

RELEASE OF LIEN
LINCOLN COUNTY

The County of Lincoln, Claimant under that certain Claim of Lien recorded on the 28th day of September in Book 2023 at Page 5042 of the records of Lincoln County, New Mexico, does hereby discharge the real estate described in said Claim of Lien from the lien and operation thereof, as to the following described property, to wit:

Richard W. Purcella & Frances J. Martinez

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the foregoing Release of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the ____ day of _____, 2023,
by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln,
for and on behalf of said County.

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Richard W. Purcella & Frances J. Martinez** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Richard W. Purcella & Frances J. Martinez**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2239.63 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2017 to November 14, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Richard W. Purcella & Frances J. Martinez

STATE OF NEW MEXICO)
)ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public

RELEASE OF LIEN
LINCOLN COUNTY

The County of Lincoln, Claimant under that certain Claim of Lien recorded on the 28th day of September in Book 2023 at Page 5079 of the records of Lincoln County, New Mexico, does hereby discharge the real estate described in said Claim of Lien from the lien and operation thereof, as to the following described property, to wit:

Maria N. Guillen

STATE OF NEW MEXICO)
)ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the foregoing Release of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the ____ day of _____, 2023, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: Maria N. Guillen owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Maria N. Guillen

4. Property Legal Description: The Lien is claimed upon the following property:

See Exhibit A

Maria N. Guillen (Land# 1007381) Maria Madina (MH# 337375)

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 1961.48 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from January 1, 2017 to November 14, 2023, the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)

Maria N. Guillen

[illegible]

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

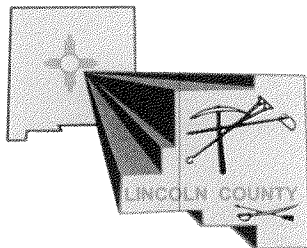
THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the _____ day of _____, 20____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:

Notary Public



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

LODGER'S TAX REQUEST FORM

Name of ~~Event~~ ^{LEASE} Billboard Date(s) of ~~Event~~ 10-2-23 / 9-29-24Name of Organization(s) applying for Funding: FRIENDS of Historic LincolnAmount Requested: 5000⁰⁰ Total estimated cost of the ~~Event~~ ^{Billboard} listed above? \$10,214.8Describe ~~Event~~ Billboard placed on Highway 90 located in Tinnie, NM.
ADVERTISING THE LINCOLN HISTORIC SITE.Have Lincoln County Lodger's Tax funds been requested for this event before? ☐ YES ☒ NO

List past year years' requested funding amount(s):

Year: _____	Amount requested: _____	Amount funded: _____
Year: _____	Amount requested: _____	Amount funded: _____
Year: _____	Amount requested: _____	Amount funded: _____
Year: _____	Amount requested: _____	Amount funded: _____

How will the ~~Event~~ ^{FRIENDS} track the utilization of County lodging as a result of the ~~Event~~ ^{Billboard}? Historic Site
keeps Records of tickets purchased.Are there any in-kind or matching funds ~~anticipated~~ ^{Billboard} for the ~~event~~? ☒ YES ☐ NODescribe: Dept. of Cultural Affairs IS PAYING HALF OF TOTALHave you requested funding from other sources? ☒ YES ☐ NO Amount Requested? 5000⁰⁰Please list the anticipated amounts to be used for advertising: TOTAL AMOUNT BILLBOARD

Newspaper: _____	Radio: _____	Social Media: _____
Internet: _____	Printing: _____	Other: _____

Total amount of Out-of-County advertising: _____

Are you a current vendor of the County of Lincoln? ☒ YES ☐ NOIf I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County Commissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) ☐ YES ☐ NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public funds and they are to be administered according to State Law and Lincoln County Ordinances. ✓ YES NO

I agree to submit a follow-up report with a financial statement within ninety (90) days following the Event or I may forfeit the reimbursable funds. ✓ YES NO

I understand that funding recommended by the Lincoln County Lodger's Tax Committee must be approved by the Lincoln County Board of Commissioners. I also understand that approved funding amounts may differ from the amount requested on this application. ✓ YES NO

I understand that a written agreement must be signed by the County of Lincoln and myself BEFORE any expenditures can be made. ✓ YES NO

Name of Applicant: ELAINE ALLEN Date: 10-24-23

Address: PO BOX 74 City: LINCOLN State: NM Zip: 88338

Phone: 505-653-4251 Email: eeaela@yahoo.com

Signature: Elaine Allen

Email this form to: mwilliams@lincolncountynm.gov.



October 24, 2023

Friends of Historic Lincoln along with New Mexico Historic Sites have leased Billboard #F93 Left Read in Tinnie, NM for a term of 52 weeks beginning on 10/2/2023 – 9/29/2024.

The total amount due is **\$10,214.18** with Friends of Historic Lincoln paying \$5,107.09 and New Mexico Historic Sites paying \$5,107.09.

$\$653.40 \times 13$ (billing periods) + \$1,000 (production/installation) = \$9,494.20 + tax = \$10,214.18

The original contract #21296 and Production #4699 for Friends of Historic Lincoln has been voided and is being split into two contracts due to NM Historic Sites paying for half of the space and production. An emailed invoice will follow.

Sincerely,

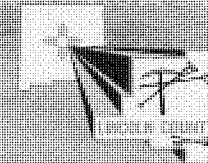
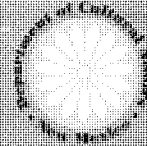
Jennifer Freese
Business Development Manager

RECEIVED
SEP 21 2023
BY:

**RIGHT ON
US 380
OPEN
YEAR ROUND**



Paid For By Lincoln County Lodgers Tax



APPROVED BY
BILLY LINCOLN



RELEASE OF LIEN
LINCOLN COUNTY

The County of Lincoln, Claimant under that certain Claim of Lien recorded on the 21st day of July in Book 2023 at Page 3661 of the records of Lincoln County, New Mexico, does hereby discharge the real estate described in said Claim of Lien from the lien and operation thereof, as to the following described property, to wit:

Jerry Lee Gutierrez & Michael Floyd Gutierrez

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the foregoing Release of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

THE COUNTY OF LINCOLN

By: _____
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the ____ day of _____, 2023,
by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln,
for and on behalf of said County.

Notary Public



CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to: **Jerry Lee Gutierrez & Michael Floyd Gutierrez** owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2017-07, hereby claims a lien against the property described below:

1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2017-07 titled "An Ordinance Providing for the Efficient and Sanitary Collection of Solid Waste in Lincoln County; Providing for Mandatory Disposal and Assessment of Fees; Providing a Penalty for Violation of the Ordinance; Repealing Ordinance 2016-01".

2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation and disposal of solid waste.

3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: **Jerry Lee Gutierrez & Michael Floyd Gutierrez**

4. Property Legal Description: The Lien is claimed upon the following property:
See Exhibit A attached

5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 2314.38 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release releasing this Lien.)

6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from July 1, 2018 to July 18, 2023, the later statement being for service through September 30, 2023. Charges for solid waste collection, transportation and disposal will continue to accrue.

***SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN
(Non-Payment of Solid Waste Collection Services Fees)***

Jerry Lee Gutierrez & Michael Floyd Gutierrez

STATE OF NEW MEXICO)
)ss
COUNTY OF LINCOLN)

Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief.

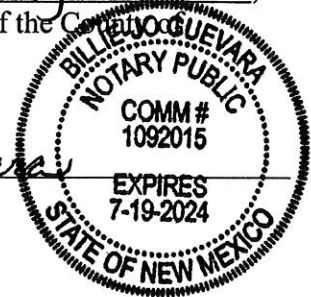
THE COUNTY OF LINCOLN

By: Todd F. Proctor
Todd F. Proctor
Its: Chairman

Acknowledged, subscribed and sworn to before me on this the 19th day of July, 2023, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

My Commission Expires:
7-19-24

Bill J. Guevara
Notary Public





County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 21

SUBJECT:

Approval of McBride Fire EWP Agreement for Additional Funding in the Amount of \$1,242,500.00

Tuesday, November 14, 2023

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☒ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☐ Continuation
☒ Revision

*** If Revision, select appropriate letter(s):**

AC: Increase Award, Increase Duration

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

NR228C30XXX010

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Lincoln County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000-228

*** c. UEI:**

d. Address:

*** Street1:**

PO Box 711

Street2:

*** City:**

Carrizozo

County/Parish:

*** State:**

NM: New Mexico

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

88301-0711

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Todd

Middle Name:

*** Last Name:**

Proctor

Suffix:

Title:

County Commissioner

Organizational Affiliation:

*** Telephone Number:**

(505) 401-2922

Fax Number:

*** Email:**

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

USDA-NRCS

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

35-02-21-5033

* Title:

Mcbride Fire and Windstorm EWP

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Mcbride Fire and Windstorm EWP

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

02

* b. Program/Project

EWP

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/12/2023

* b. End Date:

10/12/2024

18. Estimated Funding (\$):

* a. Federal	1,242,500.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,242,500.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Todd

Middle Name:

* Last Name:

Proctor

Suffix:

* Title:

Chairman, Lincoln County Commission

* Telephone Number:

(505) 401-2922

Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

10/17/2

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 30,000.00	\$ 30,000.00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$	\$	\$
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 1,242,500.00	\$	\$ 1,242,500.00
10. Equipment	\$	\$	\$
11. Miscellaneous	\$	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$ 1,272,500.00	\$ 30,000.00	\$ 1,242,500.00
13. Contingencies	\$	\$	\$
14. SUBTOTAL	\$ 1,272,500.00	\$ 30,000.00	\$ 1,242,500.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 1,272,500.00	\$ 30,000.00	\$ 1,242,500.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X 100 % Enter the resulting Federal share.			\$ 1,242,500.00



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 22

SUBJECT:

Approval of Amendments to the 2020 and 2022 Industrial Revenue Bonds (IRB) Leases and Subleases – Pattern Energy/Luis Carrasco

Tuesday, November 14, 2023

Brianna Ventura

From: Luis Carrasco <LCarrasco@rodey.com>
Sent: Monday, November 6, 2023 12:27 PM
To: Brianna Ventura; Eduardo A. Duffy; 'Alan Morel'
Cc: Jeremy Turner; Sarah Henry; Laura Medina; David Buchholtz; Luis Carrasco
Subject: Amendments to 2020 and 2022 IRB Lease and Sublease Agreements
Attachments: Third Amendment to Lease Agreement - Mesa Canyons Wind LLC (Lincoln Coun....docx; Second Amendment to Sublease Agreement - Mesa Canyons Wind LLC IRB (Linc....docx; First Amendment to Lease Agreement - 2022 Mesa Canyons Wind LLC IRB (Lin....docx; First Amendment to Sublease Agreement - 2022 Mesa Canyons Wind LLC IRB (...docx; Mesa Canyons Wind LLC-DE-Amendment (Change of Name).pdf; Mesa Canyons Wind Investments LLC-DE-Amendment (Change of Name).pdf

Brianna, Eddie and Alan:


Good afternoon. As previously discussed, attached are the amendments to the 2020 and 2022 IRB Leases and Subleases that we are asking the Lincoln County Commission to consider and approve next week. These amendments simply amend each agreement to reflect changes in the real property constituting the IRB project. We are happy to discuss or receive comments either of you may have, but you will note that these amendments are substantively the same as amendments we've previously submitted and received approval for.

The Word documents are: (i) the Third Amendment to the 2020 Lease Agreement; (ii) the Second Amendment to the 2020 Sublease Agreement; (iii) the First Amendment to the 2022 Lease Agreement; (iv) the First Amendment to the 2022 Sublease Agreement. Also attached as PDFs are Exhibits B and C to the First Amendment to the 2022 Lease Agreement, which is document (iii) in the previous sentence.

We thank you all for your willingness to accommodate our request for approval of these documents. Please let me know if you have any issues with any of the documents or need additional guidance. I'm happy to assist with the drafting of agenda items as well, to the extent the County requires.

Best,

Luis



Luis Carrasco | Attorney
he/him/his
LCarrasco@rodey.com
505.954.3905

119 East Marcy Street, Suite 200
Santa Fe, New Mexico 87501
fax: 505.954.3942

Rodey, Dickason, Sloan, Akin & Robb, P.A.
www.rodey.com

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this “Third Amendment”) is made and entered into on this 14th Day of November, 2023 (the “Effective Date”) by and between Lincoln County, New Mexico, a New Mexico county and political subdivision, as lessor, acting through its Board of County Commissioners (together with its successors and assigns, the “Issuer” or the “County”), and Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company authorized to do business in the State of New Mexico, as lessee and sublessee (together with its successors and assigns, the “Company”) The County and the Company are referenced herein, collectively, as the “Parties”).

RECITALS:

A. WHEREAS, the County and the Company entered into that certain Lease Agreement dated as of June 24, 2020 (as recorded on June 24, 2020, in Book 2020, Page 3007, as Document No. 202003007 in the real property records of the Office of the County Clerk of Lincoln County, New Mexico) (the “Lease Agreement”), pertaining to the County’s Issuance of Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2020 in the maximum principal amount of \$1,400,000,000 (the “Bonds”) to finance all or part of the Project and the Project Property (as those terms are defined in the Lease Agreement); and

B. WHEREAS, the County and the Company entered into that certain First Amendment to Lease Agreement dated as of November 1, 2022 (as recorded on November 21, 2022, in Book 2022, Page 7213, as Document No. 202207213 in the real property records of the Office of the County Clerk of Lincoln County, New Mexico) (the “First Amendment”), which amended the Lease Agreement to reflect changes to the property rights of the Company and amending the description of the Project Site attached as Exhibit A thereto; and

C. WHEREAS, the County and the Company entered into that certain Second Amendment to Lease Agreement dated as of February 21, 2023 (as recorded on March 9, 2023 in Book 2023, Page 1194, as Document No. 202301194 in the real property records of the Office of the County Clerk of Lincoln County, New Mexico) (the “Second Amendment”), which further amended the Lease Agreement to extend the Completion Date for the Project to June 24, 2026, and amending the provisions governing payments in lieu of taxes by substituting a revised Section 4.04 and revised Exhibit C for their original counterparts in the Lease Agreement; and

D. WHEREAS, the Project is to be located on the Project Site, which is defined in the Lease Agreement as real property located within the County but outside the boundaries of any incorporated municipality upon which the Project is to be located; and

E. WHEREAS, under Section 4.02 of the Lease Agreement, the Project Site, as described in Exhibit A to the Lease Agreement and the First Amendment, may be amended to reflect changes to the property rights held by the Company; and

F. WHEREAS, since the issuance of the Bonds on June 24, 2022, and the effective dates of the First Amendment and Second Amendment, the property rights of the Company have changed and the Company now wishes to again amend the description of the Project Site attached as Exhibit A to the First Amendment with the amended description of the Project Site attached as Exhibit A to this Third Amendment; and

G. WHEREAS, the County adopted on October 15, 2019, Ordinance No. 2019-01 (the “Ordinance”) authorizing the issuance of the Bonds, the execution and delivery of the Bond Documents, including the Lease Agreement and Indenture, and authorizing certain officers of the County to approve revisions to the form, terms, and provisions of the Bond Documents, including the Lease Agreement, provided that such revisions are consistent with the Ordinance; and

H. WHEREAS, the County, having reviewed the amended Project Site description attached as Exhibit A hereto (the “Amended Project Site Description”), finds that such amendment to the Project Site description via this Third Amendment is appropriate for the consummation of the transactions contemplated by the Bond Documents, including the Lease Agreement, and further finds that this Third Amendment is not inconsistent with the terms of the Ordinance; and

I. WHEREAS, Section 11.14 of the Lease Agreement provides that, with certain exceptions not pertinent here, the Lease Agreement may be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser.

J. WHEREAS, pursuant to Section 11.14 of the Lease Agreement, the Purchaser has agreed to consent to this Third Amendment; and

K. WHEREAS, the Parties desire to amend the description of the Project Site by substituting the Amended Project Site Description for its counterparts in the Lease Agreement and the First Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Third Amendment, the obligations and benefits of the Parties set forth in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

1. Definitions. Each defined term used in this Third Amendment, but not defined herein, shall have the meaning ascribed to it in the Lease Agreement, provided that the term “Lease Agreement” shall be defined to include the Lease Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment.

2. Amendment to the Lease Agreement Concerning Project Site. The Company is authorized to amend the description of the Project Site to reflect the description attached hereto as Exhibit A (by replacing the descriptions in Exhibit A to the Lease Agreement and Exhibit A to

the First Amendment). To effectuate the amendment of the description of the Project Site described in this paragraph, the descriptions of the Project Site contained in Exhibit A of the Lease Agreement and Exhibit A of the First Amendment are hereby deleted and the amended description of the Project Site attached as Exhibit A to this Third Amendment are substituted in their place.

3. Effectiveness of Amended Agreement; No Default. The Company hereby affirms that as of the date hereof, the Lease Agreement is in full force and effect, that the Lease Agreement has not been modified or amended (except as provided in the First Amendment, the Second Amendment, and this Third Amendment). The County hereby agrees that, as of the date hereof, regardless of the giving of notice or the passage of time, or both, there is no occurrence or continuance of a Default or an Event of Default on the part of the Company under the Lease Agreement as amended hereby. The Company hereby reaffirms the representations, covenants, and warranties made in the Lease Agreement as of the date of this Third Amendment.

4. Lease Agreement in Full Force and Effect. Except as expressly amended and modified by the First Amendment, the Second Amendment, and this Third Amendment, the Lease Agreement shall otherwise remain in full force and effect as to the obligations and rights of the Parties during the Term, and the Parties hereby ratify and confirm the same. This Third Amendment, together with the Lease Agreement, the First Amendment, and the Second Amendment, is the complete understanding between the Parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the terms of the Lease Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall control.

5. Execution and Delivery. The County will execute and deliver this Third Amendment as of the date set forth below. The Board hereby authorizes the Board Chair, Vice Chair, or County Manager, each of which are individually authorized, to execute and deliver this Third Amendment, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Third Amendment.

6. Purchaser's Consent. The Purchaser hereby consents to the Parties entering into this Third Amendment.

7. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Third Amendment bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

8. Governing Law. This Third Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

9. Miscellaneous. This Third Amendment may be modified only by a further writing that is duly executed by both Parties and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives. If any provision of this Third Amendment shall be held invalid or unenforceable according to law, the remaining provisions herein shall not be affected thereby and shall continue in full force and effect.

[Signature pages follow]

DATED AS OF NOVEMBER 14, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By: _____
Todd Proctor, Chair
Board of County Commissioners

(SEAL)

STATE OF NEW MEXICO)

) ss.

COUNTY OF LINCOLN)

This instrument was acknowledged before me on November ____, 2023, by Todd Proctor, as Chair of the Board of County Commissioners of Lincoln County, New Mexico, a political subdivision of the State of New Mexico.

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

 This instrument was acknowledged before me on November ____, 2023, by Blake Rasmussen, as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH INVESTMENTS LLC, a
Delaware limited liability company (f/k/a Mesa Canyons
Wind Investments LLC).

By: _____

Name: Blake Rasmussen

Title: Vice President

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

 This instrument was acknowledged before me on November ____, 2023, by Blake Rasmussen, as Vice President of Sunzia Wind South Investments LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind Investments LLC).

Notary Public

My commission expires:_____

EXHIBIT A

PROJECT SITE

**AMENDED PROJECT SITE LEASES
AND REAL PROPERTY COVERED BY PROJECT SITE LEASES**

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:

Landowner:

ROELIFF F. ANNON, a married person dealing in his sole and separate property

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Roeliff F. Annon, a married person dealing in his sole and separate property (with joinder by Jill Felice, his spouse), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 18, 2018, and filed of record on July 12, 2021, as Document No. 202105075, Book 2021, Page 5075 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 32: All of the area or portion lying South of Highway 427

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: All of the area or portion lying South of Highway 427

Section 5: All of the area or portion lying South of Highway 427

Section 6: S/2 & S/2N/2

Section 7: ALL

Section 8: ALL

Section 9: NE/4NE/4 & W/2 & W/2E/2, which lies South of Highway 427

Section 18: NW/4NE/4 & N/2NW/4 & SW/4NW/4

Agreement 2:

Landowner:

BAGLEY FAMILY LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, entered into by and between Bagley Family LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, and filed of record on August 25, 2021, as Document No. 202106170, Book 2021, Page 6170; as partially terminated by that certain Notice of Partial Termination of Land Lease and Wind Easement Agreement dated September 11, 2023, filed of record on September 11, 2023, as Document No. 202304668, in Book 2023, Page 4668; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 8: A part of the Northeast Quarter (NE/4) described as follows:

A piece of land located South and East of Highway 54, commencing at the Southeast corner of said Northeast Quarter (NE/4) of Section 8; Thence West 11.51 chains to County road; Thence 22.5 chains in a Northeasterly direction along the County road; Thence South 30.5 chains to the point of beginning.

AND

A part of the Southeast Quarter (SE/4) described as follows:

Beginning at the Southeast corner of Section 8; Thence North along the East line of said Section 8, ½ mile to the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8; Thence West along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8, 817 ft. to the East line of the Southern Pacific Railroad right of way; Thence Southward along the East line of the Southern Pacific Railroad right of way to the South line of said Section 8; Thence East 1790 ft. to the point of beginning.

Excepting the following described tract which was conveyed to Benjamin H. Roberts by Roy McGuffin and Wife Eunice McGuffin, on August 1, 1942, being referenced in the Warranty Deed recorded May 28, 1945 in Deed Book A-23, page 574, and in the Warranty Deed recorded November 10, 1965 in Deed Book 55, page 280, both in the office of the County Clerk of Lincoln County, New Mexico: Beginning at the East line of the Southern Pacific right of way on the South line of Section 8, Township 1 South, Range 13 East; thence North 2180 feet along the East line of said right of way; thence Southeast along fence on East side of road to a point 343 feet East of the East line of said right of way; thence South to the South line of Section 8; thence West to a point of beginning. The excepted parcel being further shown as Tracts A and B by the Exemption Plat for the lands of James Robert Smith and Kimberlee Ann Smith filed April 18, 2012 in Book C-J, page 723, in the office of the County Clerk of Lincoln County, New Mexico.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico
Section 9: The West half (W/2),

Excepting one acre in the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4);

Excepting two acres located in the Northeast corner of the Southeast Quarter of the Northwest Quarter for a cemetery, as reserved in that certain Warranty Deed from Mrs. Joseph A. Simpson, a widow, also known as Mrs. Mary I. Simpson, to Roy A. McGuffin, recorded February 10, 1944 in Deed Book A-23, page 187, in the office of the County Clerk of Lincoln County, New Mexico;

Excepting the following tract conveyed to the State Highway Commission of New Mexico by Warranty Deed recorded June 15, 1954 in Deed Book 36, page 46, in the office of the County Clerk of Lincoln County, New Mexico: A certain tract or parcel of land within the NE/4NW/4NW/4 of Section 9, Township 1 South, Range 13 East, N.M.P.M., being more particularly described as follows, to wit: Beginning at a point which is the corner common to Sections 4, 5, 8 and 9, in T. 1 S., R. 13 E., N.M.P.M.; thence Easterly along the section line common to Sections 4 and 9, a distance of 782.6 feet to the true point and place of beginning; thence South a distance of 417.4 feet; thence East a distance of 417.4 feet; thence North a distance of 417.4 feet; thence West a distance of 417.4 feet to the true point and place of beginning. Containing 4 acres, more or less;

Excepting the following tract conveyed to THE VILLAGE OF CORONA by Warranty Deed recorded April 3, 1986 in Deed Book 115, page 307, in the office of the County Clerk of Lincoln County, New Mexico: That certain parcel of land lying in and being a portion of Section 9, Township 1 South, Range 13 East, N.M.P.M., Lincoln County, New Mexico, more particularly described as follows:

Beginning at a point that lies South 00° 31' 05" West, 1134.14 feet from the North $\frac{1}{4}$ corner of said Section 9; thence South 00° 30' 05" West, 822.58 feet; Thence South 89° 42' 49" West, 582.81 feet; Thence North 00° 30' 05" East, 800.00 feet; Thence North 87° 28' 48" East, 583.55 feet to the point of beginning, containing 10.85 acres, more or less. Together with an easement for ingress and egress over the existing roadway to New Mexico State Highway #42.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

- Section 17: All that part lying South and East of the railroad right of way.
- Section 18: All that part of the Southeast Quarter (SE/4) lying South and East of the railroad right of way.
- Section 19: The East half of the East half (E/2 E/2)
- Section 20: All
- Section 21: The West half of the Northwest Quarter (W/2 NW/4)
- Section 28: The East half (E/2) and the East half of the West half (E/2 W/2) and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4)
- Section 29: All
- Section 30: The South half (S/2) and the East half of the Northeast Quarter (E/2 NE/4)

Agreement 3:

Landowner:

BELL CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Bell Cattle Company, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105219, Book 2021, Page 5219 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 1, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 5,277.93 acres, more or less, as more particularly described therein

Agreement 4:

Landowner:

BONITA CANYON RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, entered into by and between Bonita Canyon Ranch Limited Partnership, a New Mexico limited partnership, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, and filed of record on May 25, 2021, as Document No. 202103798, Book 2021, Page 3798 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST (T2S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 8: All that portion of the SW/4, more particularly described as follows: Beginning at the Southwest corner of said Section 8, and running thence North along the section line, a distance of 1,428 feet; Thence South 76° 44' East, a distance of 154 feet; Thence South 31° 49' East, a distance of 960 feet; Thence South 67° 29' East (passing through the center of a well and windmill at 65 feet), a distance of 1,542 feet to the South line of said Section 8; Thence North 89° 58' West, along the section line, a distance of 2,064 feet to the Point of Beginning.

Section 9: S/2N/2; S/2

Section 14: W/2SW/4

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: W/2W/2

Section 25: S/2SE/4; SW/4

Section 26: NW/4; S/2NE/4; S/2

Section 27: ALL

Section 28: ALL

Section 33: E/2; E/2W/2

Section 34: ALL
Section 35: ALL
Section 36: ALL

TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 30: Lot 4; SE/4SW/4
Section 31: ALL
Section 32: W/2

TOWNSHIP 3 SOUTH, RANGE 13 EAST (T3S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 1: ALL
Section 2: ALL
Section 3: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST (T3S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 4: S/2
Section 5: Lots 3 and 4; S/2NW/4; S/2
Section 6: ALL
Section 7: ALL
Section 8: ALL
Section 9: ALL
Section 10: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL
Section 15: ALL
Section 16: ALL
Section 17: ALL
Section 18: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST (T3S, R15E), N.M.P.M., Lincoln County, New Mexico

Section 7: ALL

Section 8: W/2; S/2NE/4; SE/4

Section 17: ALL

Section 18: ALL

Section 20: N/2; SE/4

Section 29: NE/4; SE/4NW/4

Agreement 5:

Landowner:

D2 RANCH, LLC, a limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between D2, Ranch, LLC, New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on April 5, 2022, as Document No. 202202275, Book 2022, Page 2275; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 9, 2023, filed of record on October 10, 2023, as Document No. 202305328, in Book 2023, Page 5328; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: NW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: S/2SW/4, SW/4SE/4

Section 2: Lots 1 and 2, S/2NE/4

Section 12: ALL

Section 13: Lots 1, 2, 3, 4, 5 and 6, NE/4NE/4, N/2SW/4

Section 23: ALL, Less that part lying West of the railroad R/W

Section 25: S/2NE/4, S/2NW/4, W/2SE4, SW/4

Section 26: N/2N/2, SE/4NE/4, E/2SE/4

Section 35: NE/4SE/4

TOWNSHIP 3 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lot 1, SE/4NE/4, SW/4SE/4

Section 7: N/2NE/4

Section 8: N/2SE/4, NE/4SW/4

Section 20: NW4NE/4, N/2NW/4, S/2

Section 21: S/2

Section 22: S/2

Section 23: W/2NE/4, SW/4NW/4, S/2

Section 24: ALL
 Section 26: E/2, E/2W/2, W/2NW/4, NW/4SW/4
 Section 27: E/2E/2, W/2SE/4, SW/4NE/4, W/2
 Section 28: ALL
 Section 29: E/2NE/4, SW/4NE/4, N/2SE/4, NW/4NW/4, S/2NW/4, SW/4
 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4NE/4, SE/4
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: ALL
 Section 34: W/2NE/4, SE/4NE/4, SE/4, W/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: E/2, N/2NW/4
 Section 24: N/2, N/2S/2
 Section 25: S/2S/2
 Section 26: NE/4, SW/4SE/4
 Section 30: E/2
 Section 31: E/2
 Section 33: S/2S/2, NE/4SE/4, SE/4NE/4
 Section 34: NE/4NE/4, S/2N/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, E/2SE/4, NE/4NE/4
 Section 20: S/2SW/4
 Section 28: S/2SE/4, SE/4SW/4
 Section 29: W/2W/2, NE/4NW/4
 Section 30: E/2E/2, SW/4SE/4
 Section 31: NE/4NE/4
 Section 33: E/2, E/2W/2, SW/4NW/4

TOWNSHIP 4 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2NE/4, SE/4
 Section 3: Lots 1, 2, 3, 4, S/2N/2
 Section 4: Lots 1, 2, 3, 4, S/2N/2
 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
 Section 12: W/2E/2, S/2SW/4
 Section 13: SW/4
 Section 14: S/2
 Section 23: SE/4, S/2NE/4, NE/4NE/4

Section 24: E/2NW/4
Section 25: ALL
Section 26: N/2, N/2S/2, SW/4SW/4
Section 35: ALL

TOWNSHIP 4 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, SE/4
Section 3: E/2SW/4
Section 4: Lots 3 and 4, S/2NW/4, SW/4, W/2SE/4
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4, SW/4SE/4
Section 8: N/2NE/4, SE/4NE/4, NW/4, S/2
Section 9: ALL
Section 10: S/2, S/2N/2, N/2NW/4
Section 11: SE/4, SE/4NE/4
Section 12: E/2, W/2SW/4, SE/4SW/4
Section 13: N/2N/2
Section 14: N/2NE/4, NE/4NW/4, S/2NW/4, SW/4
Section 15: SW/4, S/2SE/4, SE/4NW/4
Section 17: NE/4, NE/4NW/4
Section 18: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, SE/4NE/4
Section 19: Lots 1, 2, 3, 4, E/2W/2
Section 21: E/2, E/2W/2
Section 22: N/2N/2, SW/4NE/4, SW/4, W/2SE/4
Section 23: N/2NW/4
Section 27: W/2E/2, NW/4NW/4, E/2SW/4
Section 28: N/2NE/4, NE/4NW/4
Section 30: Lots 1, 2, 3, 4, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 34: W/2E/2

TOWNSHIP 5 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 12: A tract of land described as follows:
Beginning at the Southwest corner of the E/2NE/4 Section 12, Township 5 South, Range 13 East, N.M.P.M.; thence East to the Southeast corner of the NE/4; thence North to the Northeast corner of said NE/4; thence West along the North line of the NE/4, a distance of 1,218 feet; thence from this point in a straight line to the point of beginning.

TOWNSHIP 5 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: W/2, NE/4
Section 5: W/2, W/2E/2, SE/4SE/4
Section 6: N/2, E/2SE/4, W/2SW/4, NE/4SW/4
Section 7: S/2NE/4, W/2NW/4, S/2
Section 8: W/2NE/4, S/2NW/4, S/2
Section 9: S/2, NE/4
Section 10: NW/4
Section 17: N/2
Section 18: N/2

Agreement 6:

Landowner:

JACK ALLEN DAVIDSON III and SABRA DAVIDSON, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, entered into by and between Jack Allen Davidson III and Sabra Davidson, a married couple, and Davidson Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, and filed of record on August 9, 2021, as Document No. 202105801, Book 2021, Page 5801; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated effective May 18, 2022, and filed of record on May 23, 2022, as Document No. 202203331, Book 2022, Page 3331; as amended by that certain Second Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 6, 2022, filed of record on October 12, 2022, as Document No. 202206287, in Book 2022, Page 6287; as amended by that certain Third Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated July 26, 2023, filed of record on July 26, 2023, as Document No. 202303756, in Book 2023, Page 3756; all in the official public records of Lincoln County

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: SE/4NE/4, E/2SE/4

Section 24: SE/4, S/2SW/4, SW/4NW/4, N/2SW/4

Section 25: ALL

Section 26: E/2, E/2W/2

Section 35: N/2SE/4, SW/4SE/4, S/2NE/4, E/2SW/4, SE/4NW/4

LESS AND EXCEPTING the parcel of land conveyed to MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY by Warranty Deed recorded on January 3, 1991 in Book 1991-1, pages 61 and 62, in the office of the County Clerk of Lincoln County, New Mexico, being described by metes and bounds as follows:

A certain tract of land, lying and being situate within Section 23, Township 1 South, Range 13 East, New Mexico Principal Meridian, Lincoln County, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Tract, a set Number 4 rebar with a L.S. Cap #5949, said point being on the North right of way line of Highway 247, from whence a found N.M.S.H.D. rail, being Sta. 207+03.80 bears N 41° 48' 00" W, a distance of 1533.19 feet; Thence from said point of beginning, and leaving said right of way line on a bearing of N 48° 12' 00" E, a distance of 100.00 feet to the Northwest corner of said tract, said point being a set Brass Cap stamped "Corona O.R.S., L.S. 5949"; Thence running on a bearing of S 41° 48' 00" E, a distance of 100.00 feet to the Northeast corner of said tract; Thence running on a bearing of S 48° 12' 00" W, a distance of 99.70 feet to a point on a curve, said point being on the North right of way line of New Mexico Highway 247; Thence running along the arc of said curve and continuing along said right of way line, having a radius of 5,669.73 feet, a delta of 00° 35' 28", an arc length of 58.49 feet and a tangent of 29.25 feet to a point of curvature, said point being a found N.M.S.H.D. rail stamped "P.C. Sta. 222+78.50"; Thence continuing along said right of way line, and leaving said curve on a bearing of N 41° 48' 00" W, a distance of 41.51 feet to the point and place of beginning

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: NW/4, N/2NE/4, SW/4NE/4, W/2SE/4, E/2SW/4, NW/4SW/4
Section 11: E/2W/2, W/2E/2, E/2NE/4, SE/4SE/4
Section 12: W/2, W/2NE/4, S/2SE/4, SE/4NE/4, NE/4SE/4
Section 13: NW/4, S/2NE/4
Section 14: NE/4NE/4, S/2N/2, NE/4SE/4

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: S/2SW/4
Section 19: ALL
Section 30: Lots 3 and 4, E/2W/2, E/2

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 31: Area located South of Highway No. 247, f/k/a Highway No. 42,
LESS AND EXCEPTING, that That certain parcel of land, lying in and being a portion
of Section 31, T1S, R14E, N.M.P.M., Lincoln County, New Mexico, more particularly
described as follows:

Beginning at a point on the Southerly right of way line of N.M. State Highway 42,
at Station 357+47.65, said point of beginning bearing N 67° 07' 54" E, 3961.69
feet from the Southwest corner of said Section 31; thence Southeasterly along said
right of way line along the arc of a curve to the left whose radius is 5804.54 feet,
574.35 feet to the P.T. at Station 363+22.00; thence along said right of way line S

55° 32' 00" E, 290.28 feet; thence S 29° 52' 32" W, 599.42 feet; thence N 70° 52' 08" W, 729.18 feet; thence N 20° 10' 00" E, 844.93 feet to the point of beginning.

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lots 1, 2, 3 and 4

Agreement 7:

Landowner:

JONES CORONA RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Jones Corona Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, and filed of record on March 7, 2022, as Document No. 202201451, Book 2022, Page 1451 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 13: SE/4, S/2SW/4, NW/4SW/4
Section 14: S/2SE/4, E/2SW/4
Section 23: N/2NE/4, SW/4NE/4, SE/4, E/2SW/4, SE/4NW/4, NE/4NW/4
Section 24: W/2, SE/4, S/2NE/4, NE/4NE/4
Section 25: N/2

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 18: Lot 3
Section 19: Lots 1, 2, 3, 4, E/2SW/4, NE/4NW/4
Section 29: S/2
Section 30: E/2SE/4, Lot 3

Agreement 8:

Landowner:

OWEN RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Owen Ranch, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105220, Book 2022, Page 5220 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 3, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 199.49 acres, more or less, as more particularly described therein

Agreement 9:

Landowner:

MARK SULTEMEIER and BARBARA SULTEMEIER, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between Mark Sultemeier and Barbara Sultemeier, a married couple, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on July 7, 2021, as Document No. 202104960, Book 2021, Page 4960 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: ALL

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: ALL

Section 30: ALL

Section 31: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: Lots 3 and 4

Section 5: Lot 1

Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4

Section 34: S/2SE/4, W/2NW/4, SW/4 less a square tract of land measuring 2 acres in the SW corner of Section 34

Section 35: S/2

TOWNSHIP 4 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: ALL

Agreement 10:

Landowner:

KAREN WACONDA-LEWIS, as Personal Representative of the Estate of JOSEPHONE T. WACONDA, and PATRICIA ABEITA, a widow

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, entered into by and between Karen Waconda-Lewis, as Executor of The Estate of Josephine Waconda, Deceased, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, and filed of record on October 13, 2021, as Document No. 202107404, Book 2021, Page 7404; as affected by that certain Joinder and Ratification of Amended and Restated Wind Energy Lease and Easement Agreement dated May 18, 2023, filed of record on May 18, 2023, as Document No. 202302442, in Book 2023, Page 2442; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: S/2, S/2N/2

Section 32: E/2

Section 33: ALL

Section 34: SW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 4: Lots 1, 2, 3, 4, S/2N/2

Section 5: Lots 1, 2, S/2NE/4

Agreement 11:

Landowner:

WASHBURN RANCH LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, entered into by and between Washburn Ranch LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, and filed of record on October 27, 2021, as Document No. 202107772, Book 2021, Page 7772 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 5: S/2, NW/4, S/2NE/4, NW/4NE/4

Section 6: S/2

Section 8: N/2NE/4

Agreement 12:

Landowner:

WILLIAM HENRY WRYE JR. and JOY K. WRYE, a married couple, as Joint Tenants

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, entered into by and between William Henry Wrye Jr. and Joy K. Wrye, a married couple, as joint tenants, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, and filed of record on October 27, 2021, as Document No. 202107774, Book 2021, Page 7774 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: E $\frac{1}{2}$ E $\frac{1}{2}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: ALL

Section 21: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment (the “Second Amendment”) to that certain Sublease Agreement entered into as of June 24, 2020 (the “Sublease Agreement”) (recorded as Document No. 202003006, in Book 2020, Page 3006, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), is entered into by and between Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company (the “Company”), and Lincoln County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (the “County”). Capitalized terms used in this Second Amendment, but not defined herein, shall have the meanings assigned to such terms under that certain Lease Agreement dated as of June 24, 2020 between the County and the Company (the “Bond Lease”) (recorded as Document No. 202003007, in Book 2020, Page 3007, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), as amended. The County and the Company are referenced herein, collectively, as the “Parties.”

RECITALS:

A. The Company has proposed to construct a certain wind project located within the County, for the generation and transportation of electricity (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County but outside the boundaries of any incorporated municipality (the “Project Site”); and

B. The Company is the lessee under various ground leases in connection with the Project which are herein referred to as the “Project Site Leases” and were identified in Exhibit A to the Sublease Agreement; and

C. The County adopted Ordinance No. 2019-01 on October 15, 2019, which authorized the issuance of up to \$1,400,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2020 (the “Bonds”) which were issued on June 24, 2020; and

D. The Parties have previously agreed that if changes occurred to the property rights held by the Company as set forth in Exhibit A to the Sublease Agreement, then Exhibit A thereto, the schedule of Project Site Leases, could be amended to reflect such changes; and

E. Following the issuance of the Bonds, the property rights of the Company changed and the County and the Company subsequently entered into that certain First Amendment to Sublease Agreement dated as of November 1, 2022 (as recorded on November 18, 2022 in Book

2022, Page 7192, as Document No. 202207192 in the real property records of the Office of the County Clerk of Lincoln County, New Mexico) (the “First Amendment”), which amended the Sublease Agreement to reflect such changes to the property rights of the Company and amending the description of the Project Site attached as Exhibit A thereto; and

F. Since the execution of the First Amendment, the property rights of the Company have again changed and the Company now wishes to amend again the schedule of Project Site Leases to reflect such changes, as set forth in Exhibit A attached to this Second Amendment; and

G. The County, after reviewing the schedule of Project Site Leases set forth in Exhibit A attached to this Second Amendment, finds the Exhibit A schedule of Project Site Leases and related Project Site property descriptions to be appropriate for consummation of the transactions contemplated by the Indenture and the Bond Lease, and further finds that amending the Exhibit A schedule of Project Site Leases to reflect the changes to the Company’s property rights is not inconsistent with the terms of Ordinance No. 2019-01, adopted by the Board of County Commissioners (the “Board”) on October 15, 2019; and

H. The Parties desire to amend the Exhibit A schedule of Project Site Leases set forth in the Sublease Agreement and the First Amendment by substituting in their place the amended Exhibit A schedule of Project Site Leases attached as Exhibit A to this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Company is authorized to amend the schedule of Project Site Leases, including the related real property descriptions as set forth in the Exhibit A schedule of Project Site Leases, to reflect the amended Project Site property descriptions attached to this Second Amendment (the “Amended Project Site Description”) by replacing the descriptions attached as Exhibit A to the Sublease Agreement and Exhibit A of the First Amendment with the Amended Project Site Description, as reflected in Exhibit A attached to this Second Amendment.

2. To effectuate the amendments described in paragraph 1 above, the schedule of Project Site Leases contained in Exhibit A of the Sublease Agreement and Exhibit A of the First Amendment are hereby deleted and the schedule of Project Site Leases attached as Exhibit A to this Second Amendment are substituted in their place.

3. The County will execute and deliver this Second Amendment as of the date set forth below and the Board hereby authorizes the Board Chair, Vice Chair, or County Manager, each of which are individually authorized to execute and delivery this Second Amendment, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Second Amendment.

4. Except as provided in this Second Amendment, the Sublease Agreement is and shall remain in full force and effect with respect to the obligations and rights of the Parties thereunder.

5. This Second Amendment may be executed in as many counterparts as may be deemed necessary and convenient, and the parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

6. This Second Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

[Signature pages follow]

DATED AS OF NOVEMBER 14, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By: _____
Todd Proctor, Chair
Board of County Commissioners

(SEAL)

STATE OF NEW MEXICO)

) ss.

COUNTY OF LINCOLN)

This instrument was acknowledged before me on November ____, 2023, by Todd Proctor, as Chair of the Board of County Commissioners of Lincoln County, New Mexico, a political subdivision of the State of New Mexico.

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH LLC, a Delaware limited liability
company (f/k/a Mesa Canyons Wind LLC)

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

 This instrument was acknowledged before me on November ____ 2023, by Blake Rasmussen as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires:_____

EXHIBIT A

PROJECT SITE

AMENDED PROJECT SITE LEASES

AND REAL PROPERTY COVERED BY PROJECT SITE LEASES

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:

Landowner:

ROELIFF F. ANNON, a married person dealing in his sole and separate property

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Roeliff F. Annon, a married person dealing in his sole and separate property (with joinder by Jill Felice, his spouse), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 18, 2018, and filed of record on July 12, 2021, as Document No. 202105075, Book 2021, Page 5075 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 32: All of the area or portion lying South of Highway 427

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: All of the area or portion lying South of Highway 427

Section 5: All of the area or portion lying South of Highway 427

Section 6: S/2 & S/2N/2

Section 7: ALL

Section 8: ALL

Section 9: NE/4NE/4 & W/2 & W/2E/2, which lies South of Highway 427

Section 18: NW/4NE/4 & N/2NW/4 & SW/4NW/4

Agreement 2:

Landowner:

BAGLEY FAMILY LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, entered into by and between Bagley Family LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 13, 2019, and filed of record on August 25, 2021, as Document No. 202106170, Book 2021, Page 6170; as partially terminated by that certain Notice of Partial Termination of Land Lease and Wind Easement Agreement dated September 11, 2023, filed of record on September 11, 2023, as Document No. 202304668, in Book 2023, Page 4668; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 8: A part of the Northeast Quarter (NE/4) described as follows:

A piece of land located South and East of Highway 54, commencing at the Southeast corner of said Northeast Quarter (NE/4) of Section 8; Thence West 11.51 chains to County road; Thence 22.5 chains in a Northeasterly direction along the County road; Thence South 30.5 chains to the point of beginning.

AND

A part of the Southeast Quarter (SE/4) described as follows:

Beginning at the Southeast corner of Section 8; Thence North along the East line of said Section 8, ½ mile to the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8; Thence West along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 8, 817 ft. to the East line of the Southern Pacific Railroad right of way; Thence Southward along the East line of the Southern Pacific Railroad right of way to the South line of said Section 8; Thence East 1790 ft. to the point of beginning.

Excepting the following described tract which was conveyed to Benjamin H. Roberts by Roy McGuffin and Wife Eunice McGuffin, on August 1, 1942, being referenced in the Warranty Deed recorded May 28, 1945 in Deed Book A-23, page 574, and in the Warranty Deed recorded November 10, 1965 in Deed Book 55, page 280, both in the office of the County Clerk of Lincoln County, New Mexico: Beginning at the East line of the Southern Pacific right of way on the South line of Section 8, Township 1 South, Range 13 East; thence North 2180 feet along the East line of said right of way; thence Southeast along fence on East side of road to a point 343 feet East of the East line of said right of way; thence South to the South line of Section 8; thence West to a point of beginning. The excepted parcel being further shown as Tracts A and B by the Exemption Plat for the lands of James Robert Smith and Kimberlee Ann Smith filed April 18, 2012 in Book C-J, page 723, in the office of the County Clerk of Lincoln County, New Mexico.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico
Section 9: The West half (W/2),

Excepting one acre in the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4);

Excepting two acres located in the Northeast corner of the Southeast Quarter of the Northwest Quarter for a cemetery, as reserved in that certain Warranty Deed from Mrs. Joseph A. Simpson, a widow, also known as Mrs. Mary I. Simpson, to Roy A. McGuffin, recorded February 10, 1944 in Deed Book A-23, page 187, in the office of the County Clerk of Lincoln County, New Mexico;

Excepting the following tract conveyed to the State Highway Commission of New Mexico by Warranty Deed recorded June 15, 1954 in Deed Book 36, page 46, in the office of the County Clerk of Lincoln County, New Mexico: A certain tract or parcel of land within the NE/4NW/4NW/4 of Section 9, Township 1 South, Range 13 East, N.M.P.M., being more particularly described as follows, to wit: Beginning at a point which is the corner common to Sections 4, 5, 8 and 9, in T. 1 S., R. 13 E., N.M.P.M.; thence Easterly along the section line common to Sections 4 and 9, a distance of 782.6 feet to the true point and place of beginning; thence South a distance of 417.4 feet; thence East a distance of 417.4 feet; thence North a distance of 417.4 feet; thence West a distance of 417.4 feet to the true point and place of beginning. Containing 4 acres, more or less;

Excepting the following tract conveyed to THE VILLAGE OF CORONA by Warranty Deed recorded April 3, 1986 in Deed Book 115, page 307, in the office of the County Clerk of Lincoln County, New Mexico: That certain parcel of land lying in and being a portion of Section 9, Township 1 South, Range 13 East, N.M.P.M., Lincoln County, New Mexico, more particularly described as follows:

Beginning at a point that lies South 00° 31' 05" West, 1134.14 feet from the North $\frac{1}{4}$ corner of said Section 9; thence South 00° 30' 05" West, 822.58 feet; Thence South 89° 42' 49" West, 582.81 feet; Thence North 00° 30' 05" East, 800.00 feet; Thence North 87° 28' 48" East, 583.55 feet to the point of beginning, containing 10.85 acres, more or less. Together with an easement for ingress and egress over the existing roadway to New Mexico State Highway #42.

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

- Section 17: All that part lying South and East of the railroad right of way.
Section 18: All that part of the Southeast Quarter (SE/4) lying South and East of the railroad right of way.
Section 19: The East half of the East half (E/2 E/2)
Section 20: All
Section 21: The West half of the Northwest Quarter (W/2 NW/4)
Section 28: The East half (E/2) and the East half of the West half (E/2 W/2) and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4)
Section 29: All
Section 30: The South half (S/2) and the East half of the Northeast Quarter (E/2 NE/4)

Agreement 3:

Landowner:

BELL CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Bell Cattle Company, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105219, Book 2021, Page 5219 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 1, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 5,277.93 acres, more or less, as more particularly described therein

Agreement 4:

Landowner:

BONITA CANYON RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, entered into by and between Bonita Canyon Ranch Limited Partnership, a New Mexico limited partnership, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective November 30, 2018, and filed of record on May 25, 2021, as Document No. 202103798, Book 2021, Page 3798 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST (T2S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 8: All that portion of the SW/4, more particularly described as follows: Beginning at the Southwest corner of said Section 8, and running thence North along the section line, a distance of 1,428 feet; Thence South 76° 44' East, a distance of 154 feet; Thence South 31° 49' East, a distance of 960 feet; Thence South 67° 29' East (passing through the center of a well and windmill at 65 feet), a distance of 1,542 feet to the South line of said Section 8; Thence North 89° 58' West, along the section line, a distance of 2,064 feet to the Point of Beginning.

Section 9: S/2N/2; S/2

Section 14: W/2SW/4

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: W/2W/2

Section 25: S/2SE/4; SW/4

Section 26: NW/4; S/2NE/4; S/2

Section 27: ALL

Section 28: ALL

Section 33: E/2; E/2W/2

Section 34: ALL
Section 35: ALL
Section 36: ALL

TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 30: Lot 4; SE/4SW/4
Section 31: ALL
Section 32: W/2

TOWNSHIP 3 SOUTH, RANGE 13 EAST (T3S, R13E), N.M.P.M., Lincoln County, New Mexico

Section 1: ALL
Section 2: ALL
Section 3: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST (T3S, R14E), N.M.P.M., Lincoln County, New Mexico

Section 4: S/2
Section 5: Lots 3 and 4; S/2NW/4; S/2
Section 6: ALL
Section 7: ALL
Section 8: ALL
Section 9: ALL
Section 10: ALL
Section 11: ALL
Section 12: ALL
Section 13: ALL
Section 14: ALL
Section 15: ALL
Section 16: ALL
Section 17: ALL
Section 18: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST (T3S, R15E), N.M.P.M., Lincoln County, New Mexico

Section 7: ALL

Section 8: W/2; S/2NE/4; SE/4

Section 17: ALL

Section 18: ALL

Section 20: N/2; SE/4

Section 29: NE/4; SE/4NW/4

Agreement 5:

Landowner:

D2 RANCH, LLC, a limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between D2, Ranch, LLC, New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on April 5, 2022, as Document No. 202202275, Book 2022, Page 2275; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 9, 2023, filed of record on October 10, 2023, as Document No. 202305328, in Book 2023, Page 5328; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: NW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 12 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: S/2SW/4, SW/4SE/4

Section 2: Lots 1 and 2, S/2NE/4

Section 12: ALL

Section 13: Lots 1, 2, 3, 4, 5 and 6, NE/4NE/4, N/2SW/4

Section 23: ALL, Less that part lying West of the railroad R/W

Section 25: S/2NE/4, S/2NW/4, W/2SE4, SW/4

Section 26: N/2N/2, SE/4NE/4, E/2SE/4

Section 35: NE/4SE/4

TOWNSHIP 3 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lot 1, SE/4NE/4, SW/4SE/4

Section 7: N/2NE/4

Section 8: N/2SE/4, NE/4SW/4

Section 20: NW4NE/4, N/2NW/4, S/2

Section 21: S/2

Section 22: S/2

Section 23: W/2NE/4, SW/4NW/4, S/2

Section 24: ALL
 Section 26: E/2, E/2W/2, W/2NW/4, NW/4SW/4
 Section 27: E/2E/2, W/2SE/4, SW/4NE/4, W/2
 Section 28: ALL
 Section 29: E/2NE/4, SW/4NE/4, N/2SE/4, NW/4NW/4, S/2NW/4, SW/4
 Section 30: Lots 2, 3, 4, SE/4NW/4, E/2SW/4, SE/4NE/4, SE/4
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: ALL
 Section 34: W/2NE/4, SE/4NE/4, SE/4, W/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: E/2, N/2NW/4
 Section 24: N/2, N/2S/2
 Section 25: S/2S/2
 Section 26: NE/4, SW/4SE/4
 Section 30: E/2
 Section 31: E/2
 Section 33: S/2S/2, NE/4SE/4, SE/4NE/4
 Section 34: NE/4NE/4, S/2N/2
 Section 35: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 19: Lots 1, 2, 3, 4, E/2W/2, W/2E/2, E/2SE/4, NE/4NE/4
 Section 20: S/2SW/4
 Section 28: S/2SE/4, SE/4SW/4
 Section 29: W/2W/2, NE/4NW/4
 Section 30: E/2E/2, SW/4SE/4
 Section 31: NE/4NE/4
 Section 33: E/2, E/2W/2, SW/4NW/4

TOWNSHIP 4 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2NE/4, SE/4
 Section 3: Lots 1, 2, 3, 4, S/2N/2
 Section 4: Lots 1, 2, 3, 4, S/2N/2
 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
 Section 12: W/2E/2, S/2SW/4
 Section 13: SW/4
 Section 14: S/2
 Section 23: SE/4, S/2NE/4, NE/4NE/4

Section 24: E/2NW/4
Section 25: ALL
Section 26: N/2, N/2S/2, SW/4SW/4
Section 35: ALL

TOWNSHIP 4 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, SE/4
Section 3: E/2SW/4
Section 4: Lots 3 and 4, S/2NW/4, SW/4, W/2SE/4
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4, SW/4SE/4
Section 8: N/2NE/4, SE/4NE/4, NW/4, S/2
Section 9: ALL
Section 10: S/2, S/2N/2, N/2NW/4
Section 11: SE/4, SE/4NE/4
Section 12: E/2, W/2SW/4, SE/4SW/4
Section 13: N/2N/2
Section 14: N/2NE/4, NE/4NW/4, S/2NW/4, SW/4
Section 15: SW/4, S/2SE/4, SE/4NW/4
Section 17: NE/4, NE/4NW/4
Section 18: Lots 1, 2, 3, 4, E/2W/2, W/2NE/4, SE/4NE/4
Section 19: Lots 1, 2, 3, 4, E/2W/2
Section 21: E/2, E/2W/2
Section 22: N/2N/2, SW/4NE/4, SW/4, W/2SE/4
Section 23: N/2NW/4
Section 27: W/2E/2, NW/4NW/4, E/2SW/4
Section 28: N/2NE/4, NE/4NW/4
Section 30: Lots 1, 2, 3, 4, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 34: W/2E/2

TOWNSHIP 5 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 12: A tract of land described as follows:
Beginning at the Southwest corner of the E/2NE/4 Section 12, Township 5 South, Range 13 East, N.M.P.M.; thence East to the Southeast corner of the NE/4; thence North to the Northeast corner of said NE/4; thence West along the North line of the NE/4, a distance of 1,218 feet; thence from this point in a straight line to the point of beginning.

TOWNSHIP 5 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: W/2, NE/4
Section 5: W/2, W/2E/2, SE/4SE/4
Section 6: N/2, E/2SE/4, W/2SW/4, NE/4SW/4
Section 7: S/2NE/4, W/2NW/4, S/2
Section 8: W/2NE/4, S/2NW/4, S/2
Section 9: S/2, NE/4
Section 10: NW/4
Section 17: N/2
Section 18: N/2

Agreement 6:

Landowner:

JACK ALLEN DAVIDSON III and SABRA DAVIDSON, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, entered into by and between Jack Allen Davidson III and Sabra Davidson, a married couple, and Davidson Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 12, 2018, and filed of record on August 9, 2021, as Document No. 202105801, Book 2021, Page 5801; as amended by that certain First Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated effective May 18, 2022, and filed of record on May 23, 2022, as Document No. 202203331, Book 2022, Page 3331; as amended by that certain Second Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated October 6, 2022, filed of record on October 12, 2022, as Document No. 202206287, in Book 2022, Page 6287; as amended by that certain Third Amendment to Amended and Restated Wind Energy Lease and Easement Agreement dated July 26, 2023, filed of record on July 26, 2023, as Document No. 202303756, in Book 2023, Page 3756; all in the official public records of Lincoln County

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 23: SE/4NE/4, E/2SE/4

Section 24: SE/4, S/2SW/4, SW/4NW/4, N/2SW/4

Section 25: ALL

Section 26: E/2, E/2W/2

Section 35: N/2SE/4, SW/4SE/4, S/2NE/4, E/2SW/4, SE/4NW/4

LESS AND EXCEPTING the parcel of land conveyed to MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY by Warranty Deed recorded on January 3, 1991 in Book 1991-1, pages 61 and 62, in the office of the County Clerk of Lincoln County, New Mexico, being described by metes and bounds as follows:

A certain tract of land, lying and being situate within Section 23, Township 1 South, Range 13 East, New Mexico Principal Meridian, Lincoln County, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Tract, a set Number 4 rebar with a L.S. Cap #5949, said point being on the North right of way line of Highway 247, from whence a found N.M.S.H.D. rail, being Sta. 207+03.80 bears N 41° 48' 00" W, a distance of 1533.19 feet; Thence from said point of beginning, and leaving said right of way line on a bearing of N 48° 12' 00" E, a distance of 100.00 feet to the Northwest corner of said tract, said point being a set Brass Cap stamped "Corona O.R.S., L.S. 5949"; Thence running on a bearing of S 41° 48' 00" E, a distance of 100.00 feet to the Northeast corner of said tract; Thence running on a bearing of S 48° 12' 00" W, a distance of 99.70 feet to a point on a curve, said point being on the North right of way line of New Mexico Highway 247; Thence running along the arc of said curve and continuing along said right of way line, having a radius of 5,669.73 feet, a delta of 00° 35' 28", an arc length of 58.49 feet and a tangent of 29.25 feet to a point of curvature, said point being a found N.M.S.H.D. rail stamped "P.C. Sta. 222+78.50"; Thence continuing along said right of way line, and leaving said curve on a bearing of N 41° 48' 00" W, a distance of 41.51 feet to the point and place of beginning

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: NW/4, N/2NE/4, SW/4NE/4, W/2SE/4, E/2SW/4, NW/4SW/4
Section 11: E/2W/2, W/2E/2, E/2NE/4, SE/4SE/4
Section 12: W/2, W/2NE/4, S/2SE/4, SE/4NE/4, NE/4SE/4
Section 13: NW/4, S/2NE/4
Section 14: NE/4NE/4, S/2N/2, NE/4SE/4

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: S/2SW/4
Section 19: ALL
Section 30: Lots 3 and 4, E/2W/2, E/2

TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 31: Area located South of Highway No. 247, f/k/a Highway No. 42,
LESS AND EXCEPTING, that That certain parcel of land, lying in and being a portion
of Section 31, T1S, R14E, N.M.P.M., Lincoln County, New Mexico, more particularly
described as follows:

Beginning at a point on the Southerly right of way line of N.M. State Highway 42,
at Station 357+47.65, said point of beginning bearing N 67° 07' 54" E, 3961.69
feet from the Southwest corner of said Section 31; thence Southeasterly along said
right of way line along the arc of a curve to the left whose radius is 5804.54 feet,
574.35 feet to the P.T. at Station 363+22.00; thence along said right of way line S

55° 32' 00" E, 290.28 feet; thence S 29° 52' 32" W, 599.42 feet; thence N 70° 52' 08" W, 729.18 feet; thence N 20° 10' 00" E, 844.93 feet to the point of beginning.

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 6: Lots 1, 2, 3 and 4

Agreement 7:

Landowner:

JONES CORONA RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, entered into by and between Jones Corona Ranch, LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 16, 2018, and filed of record on March 7, 2022, as Document No. 202201451, Book 2022, Page 1451 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 13 EAST, N.M.P.M., Lincoln County, New Mexico

Section 13: SE/4, S/2SW/4, NW/4SW/4
Section 14: S/2SE/4, E/2SW/4
Section 23: N/2NE/4, SW/4NE/4, SE/4, E/2SW/4, SE/4NW/4, NE/4NW/4
Section 24: W/2, SE/4, S/2NE/4, NE/4NE/4
Section 25: N/2

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 18: Lot 3
Section 19: Lots 1, 2, 3, 4, E/2SW/4, NE/4NW/4
Section 29: S/2
Section 30: E/2SE/4, Lot 3

Agreement 8:

Landowner:

OWEN RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, entered into by and between Owen Ranch, LLC, a New Mexico limited liability company (with joinder by Owen and Bell Wind Co., LLC, a New Mexico limited liability company, as wind rights owner), and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 23, 2019, and filed of record on July 19, 2021, as Document No. 202105220, Book 2022, Page 5220 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 1 SOUTH, RANGE 14 EAST (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, AND TOWNSHIP 2 SOUTH, RANGE 14 EAST (T2S, R14E), N.M.P.M., Lincoln County, New Mexico

Tract 3, a certain tract of land within one or more of Sections 32, 33, 28, 21, 34, 27, 22, 35 and 26, Township 1 South, Range 14 East (T1S, R14E), N.M.P.M., Lincoln County, New Mexico, and within one or more of Sections 5, 4, 9, 3 and 10, Township 2 South, Range 14 East (T2S, R14E), N.M.P.M., Lincoln County, New Mexico, as shown and created by the Revised Division created by (47-6-2-J-1) and (47-6-2-J-13), filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on February 10, 2016, in Book C-K, Page 7, containing 199.49 acres, more or less, as more particularly described therein

Agreement 9:

Landowner:

MARK SULTEMEIER and BARBARA SULTEMEIER, a married couple

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, entered into by and between Mark Sultemeier and Barbara Sultemeier, a married couple, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 9, 2018, and filed of record on July 7, 2021, as Document No. 202104960, Book 2021, Page 4960 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 25: ALL

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: ALL

Section 30: ALL

Section 31: ALL

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 4: Lots 3 and 4

Section 5: Lot 1

Section 6: Lots 1, 2, 3, 4, 5, SE/4NW/4, S/2NE/4

Section 34: S/2SE/4, W/2NW/4, SW/4 less a square tract of land measuring 2 acres in the SW corner of Section 34

Section 35: S/2

TOWNSHIP 4 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 3: ALL

Agreement 10:

Landowner:

KAREN WACONDA-LEWIS, as Personal Representative of the Estate of JOSEPHONE T. WACONDA, and PATRICIA ABEITA, a widow

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, entered into by and between Karen Waconda-Lewis, as Executor of The Estate of Josephine Waconda, Deceased, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective June 8, 2019, and filed of record on October 13, 2021, as Document No. 202107404, Book 2021, Page 7404; as affected by that certain Joinder and Ratification of Amended and Restated Wind Energy Lease and Easement Agreement dated May 18, 2023, filed of record on May 18, 2023, as Document No. 202302442, in Book 2023, Page 2442; all in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 28: S/2, S/2N/2

Section 32: E/2

Section 33: ALL

Section 34: SW/4SW/4

TOWNSHIP 3 SOUTH, RANGE 14 EAST, N.M.P.M., Lincoln County, New Mexico

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 4: Lots 1, 2, 3, 4, S/2N/2

Section 5: Lots 1, 2, S/2NE/4

Agreement 11:

Landowner:

WASHBURN RANCH LLC, a New Mexico limited liability company

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, entered into by and between Washburn Ranch LLC, a New Mexico limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective December 7, 2018, and filed of record on October 27, 2021, as Document No. 202107772, Book 2021, Page 7772 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 3 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 5: S/2, NW/4, S/2NE/4, NW/4NE/4

Section 6: S/2

Section 8: N/2NE/4

Agreement 12:

Landowner:

WILLIAM HENRY WRYE JR. and JOY K. WRYE, a married couple, as Joint Tenants

Landowner Documents:

Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, entered into by and between William Henry Wrye Jr. and Joy K. Wrye, a married couple, as joint tenants, and Mesa Canyons Wind LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Amended and Restated Wind Energy Lease and Easement Agreement dated effective January 3, 2019, and filed of record on October 27, 2021, as Document No. 202107774, Book 2021, Page 7774 in the official public records of Lincoln County, New Mexico

Legal Description:

TOWNSHIP 2 SOUTH, RANGE 15 EAST, N.M.P.M., Lincoln County, New Mexico

Section 17: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: E $\frac{1}{2}$ E $\frac{1}{2}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20: ALL

Section 21: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (this “Amendment”) to that certain Lease Agreement dated as of November 9, 2022 (the “Lease Agreement”) (recorded as Document no. 202207250, in Book 2022, Page 7250, in the real property records of the Office of the County Clerk of Lincoln County, New Mexico), is made and entered into between Lincoln County, New Mexico (the “Issuer” or “County”) as lessor, and Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company authorized to business in the State of New Mexico (the “State”), together with its successors and assigns (the “Company”), as lessee and sublessee with respect to the Project Site (as defined below). The County and the Company are referenced herein, collectively, as the “Parties.”

RECITALS:

A. WHEREAS, the County and the Company entered into the Lease Agreement in connection with the issuance by the County on November 9, 2022 of its Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A, in a maximum principal amount not to exceed \$3,600,000,000 the “Bonds”); and

B. WHEREAS, the Bonds were issued under an Indenture dated as of November 9, 2022 (the “Indenture”), among the County, the Company, Sunzia Wind South Investments LLC (formerly known as Mesa Canyons Wind Investments LLC) (the “Purchaser”) and HSBC Bank USA, N.A., as depositary; and

C. WHEREAS, the proceeds of the Bonds are to be used as provided in the Lease Agreement to finance the Project and the Project Property (as those terms are defined in the Lease Agreement); and

D. WHEREAS, the Project is to be located on the Project Site, which is defined in the Lease Agreement as real property located within the County but outside the boundaries of any incorporated municipality upon which the Project is to be located; and

E. WHEREAS, under Section 4.02 of the Lease Agreement, the Project Site as described in Exhibit A to the Lease Agreement may be amended to reflect changes to the property rights held by the Company; and

F. WHEREAS, since the issuance of the Bonds on November 9, 2022, the property rights of the Company have changed and the Company now wishes to amend the description of the Project Site attached as Exhibit A to the Lease Agreement with the amended description of the Project Site attached as Exhibit A to this Amendment; and

G. WHEREAS, in February 2023, The Company changed its name from “Mesa Canyons Wind LLC” to “Sunzia Wind South LLC.” A copy of the Certificate of Amendment

effectuating the Company's name change that was filed with the Delaware Secretary of State on February 9, 2023, is attached hereto as Exhibit B to this Amendment; and

H. WHEREAS, in February 2023, Mesa Canyons Wind Investments LLC, a Delaware limited liability company and the purchaser of the Bonds, changed its name to "Sunzia Wind South Investments LLC." A copy of the Certificate of Amendment effectuating this name change that was filed with the Delaware Secretary of State of February 9, 2023, is attached hereto as Exhibit C to this Amendment; and

I. WHEREAS, the County adopted on September 20, 2022, Ordinance No. 2023-01 (the "Ordinance") authorizing the issuance of the Bonds, the execution and delivery of the Bond Documents (as defined in the Lease Agreement), including the Lease Agreement and Indenture, and authorizing certain officers of the County to approve revisions to the form, terms, and provisions of the Bond Documents, including the Lease Agreement and the Indenture, provided that such revisions are consistent with the Ordinance; and

J. WHEREAS, Section 11.14 of the Lease Agreement provides that, with certain exceptions not pertinent here, the Lease Agreement may be amended only by instrument executed by the Issuer and the Company and consented to by the Purchaser; and

K. WHEREAS, pursuant to Section 11.14 of the Lease Agreement, the Purchaser has agreed to consent to this Amendment; and

L. WHEREAS, the County, having reviewed the amended Project Site description attached as Exhibit A hereto, finds that such amendment to the Project Site description is appropriate for consummation of the transactions contemplated by the Indenture and the Lease Agreement; that amending the name of the Company and the Purchaser to reflect the name changes described above is appropriate; and further finds that this Amendment is not inconsistent with the terms of Ordinance No. 2023-01, adopted by the Board of County Commissioners (the "Board") on September 20, 2022.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree as follows:

1. Definitions. Each defined term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Lease Agreement, provided that the term "Lease Agreement" shall be defined to include the Lease Agreement as amended by this Amendment. In addition, as of the effective date of this Amendment, the term "Company" shall mean Sunzia Wind South LLC, a Delaware limited liability company, and the term "Purchaser" shall mean Sunzia Wind South Investments LLC, a Delaware limited liability company, wherever such terms are used in the Bond Documents, including the Lease Agreement and the Indenture.

2. Amendment to the Lease Agreement Concerning Project Site. The Company is authorized to amend the description of the Project Site to reflect the description attached hereto as Exhibit A (by replacing the descriptions in Exhibit A to the Lease Agreement). To effectuate the amendment of the description of the Project Site described in this paragraph, the descriptions of the Project Site contained in Exhibit A of the Lease Agreement is hereby deleted and the description of the Project Site attached as Exhibit A to this Amendment is substituted in its place.

3. Effectiveness of Amended Agreement; No Default. The Company hereby affirms that as of the date hereof, the Lease Agreement is in full force and effect, that the Lease Agreement has not been modified or amended (except as provided in this Amendment). The County hereby agrees that, as of the date hereof, regardless of the giving of notice or the passage of time, or both, there is no occurrence or continuance of a Default or an Event of Default on the part of the Company under the Lease Agreement as amended hereby. The Company hereby reaffirms the representations, covenants, and warranties made in the Lease Agreement as of the date of this Amendment.

4. Lease Agreement in Full Force and Effect. Except as expressly amended and modified by this Amendment, the Lease Agreement shall otherwise remain in full force and effect as to the obligations and rights of the Parties during the Term, and the Parties hereby ratify and confirm the same. This Amendment, together with the Lease Agreement, is the complete understanding between the Parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the terms of the Lease Agreement and the terms of this Amendment, the terms of this Amendment shall control.

5. Execution and Delivery. The County will execute and deliver this Amendment as of the date set forth below. The Board hereby authorizes the Board Chair, Vice Chair or County Manager, each of which are individually authorized, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Amendment.

6. Purchaser's Consent. The Purchaser hereby consents to the Parties entering into this Amendment.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

8. Governing Law. This Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

9. Miscellaneous. This Amendment may be modified only by a further writing that is duly executed by both Parties and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives. If any provision of this Amendment shall be held invalid or unenforceable according to law, the remaining provisions herein shall not be affected thereby and shall continue in full force and effect.

[Signature pages follow]

DATED AS OF NOVEMBER 14, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By:_____

Todd Proctor, Chair

Board of County Commissioners

(SEAL)

)

) ss.

)

This instrument was acknowledged before me on November ____, 2023, by Todd Proctor, as Chair of the Board of County Commissioners of Lincoln County, New Mexico, a political subdivision of the State of New Mexico.

Notary Public

My commission expires: _____

SUNZIA WIND SOUTH LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC)

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on November ____ 2023, by Blake Rasmussen as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires: _____

SUNZIA WIND SOUTH INVESTMENTS LLC, a
Delaware limited liability company (f/k/a Mesa Canyons
Wind Investments LLC)

By: _____

Name: Blake Rasmussen

Title: Vice President

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on November ____ 2023, by Blake Rasmussen as Vice President of Sunzia Wind South Investments LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind Investments LLC).

Notary Public

My commission expires: _____

EXHIBIT A

PROJECT SITE

**AMENDED PROJECT SITE LEASES
AND REAL PROPERTY COVERED BY PROJECT SITE LEASES**

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:**Landowner:**

ANCHO CATTLE COMPANY, a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ancho Cattle Company, a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607331, Book 2016, Page 7331, rerecorded on March 1, 2017 as Document No. 201701155, Book 2017, Page 1155; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:**Township 3 South, Range 11 East, N.M.P.M.**

Section 13: S2
Section 14: All
Section 22: E2
Section 23: All
Section 24: All, except NW4SW4
Section 25: All, except ROW for Hwy 54
Section 26: NW4; E2NE4; SE4; E2SW4; SW4SW4
Section 27: SW4; NE4; SE4SE4
Section 33: SE4SW4; SW4SE4
Section 34: All
Section 35: All

Township 3 South, Range 12 East, N.M.P.M.

Section 19: All, except ROW for Hwy 54
Section 20: All
Section 30: All, except ROW for Hwy 54
Section 31: N2; N2S2

Township 4 South, Range 11 East, N.M.P.M.

Section 3: All
Section 4: SW4NE4; N2SE4; Lot 2 (NW4NE4)

Agreement 2:

Landowner:

BELL CATTLE COMPANY COOPERATIVE, a New Mexico corporation; BETTY ANN BELL, a single person; and LERRY DAN BOND and wife, MARTHA BOND

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ralph Mach Bell and Betty Ann Bell, husband and wife; Lerry Dan Bond and Martha Bond, husband and wife; and Bell Cattle Company Cooperative, a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701240, Book 2017, Page 1240; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement dated January 31, 2022 filed of record on February 1, 2022 as Document No. 202200712, Book 2022, Page 712; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

Section 21: S2
Section 23: W2; W2E2, except highway and Southern Pacific Railway rights of way running North and South through Section 23
Section 26: W2; W2E2, except the railroad right-of-way in the SW4SW4 as described in deed recorded at Book 8, Page 121 & 122
Section 27: All
Section 28: All
Section 29: E2E2
Section 33: All
Section 34: All
Section 35: W2; W2E2

Township 3 South, Range 12 East, N.M.P.M.

Section 21: All
Section 22: All
Section 23: All of the section lying west of the Southern Pacific Railroad tracks
Section 26: SW4
Section 27: All
Section 28: All

Section 34: All

Section 35: W2; W2SE4; SE4SE4

Township 4 South, Range 12 East, N.M.P.M.

Section 1: NW4; W2NE4

Agreement 3:

Landowner:

BETTY ANN BELL, a single person

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ralph Mack Bell and Betty Ann Bell, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701241, Book 2017, Page 1241; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated January 31, 2022, filed of record on February 1, 2022 as Document No. 202200719, Book 2022, Page 719; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 12 East, N.M.P.M.

Section 3: All

Section 10: All

Section 11: All

Section 14: N2; W2SE4; SW4

Section 15: All

Agreement 4:

Landowner:

DINWIDDIE CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated June 18, 2021, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Dinwiddie Cattle Company, LLC, a New Mexico limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 28, 2021 as Document No. 202104738, Book 2021, Page 4738; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022, as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 14 East, N.M.P.M.

Section 13: S/2 NE/4, SE/4, S/2 NW/4, SW/4

Section 14: S/2 NE/4, SE/4

Section 22: SE/4 NE/4, E/2 SE/4

Section 23: SE/4 SW/4, SW/4 SE/4, N/2 NE/4, S/2 N/2, N/2 S/2, SW/4 SW/4, SE/4 SE/4

Section 24: NE/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4, NE/4 SE/4, SE/4 SE/4, N/2 NW/4, SW/4 NW/4, W/2 SW/4 (All)

Section 25: W/2 NW/4, SE/4 NW/4, N/2 S/2, S/2 S/2, W/2 NE/4, NE/4 NW/4, E/2 NE/4, W/2NW/4, SE/4NW/4, N/2S/2, S/2S/2, and a tract of land in the NW/4 of Section 25, described as follows: Beginning at the Northwest corner of said Section 25; thence along the North boundary of said Section 25 along a fence as follows: South 89°49'13" East, a distance of 543.94 feet to the place of beginning of the herein described tract of land; thence South 04°04'34" West, a distance of 87.14 feet; thence South 43°02'03" East, a distance of 906.68 feet; thence South 07°07'04" East, a distance of 655.57 feet; theme South 89°48'52" East, a distance of 1,400.90. feet; thence leaving said fence line and going North 00°02'56" East, a distance of 100.81 feet; thence South 89°39'18" West, a distance of 1,320.16 feet; thence North 00°03'25" East, a distance of 1,308.38 feet; thence North 89°49'13" West, a distance of 775.94 feet to the place of beginning; and shown by Boundary Survey Plat filed September 16, 2004; in Cabinet I, Slide No. 139. (All)

Section 26: NE/4 NE/4, S/2 NE/4, W/2 NW/4, NW/4 SW/4, NW/4 NE/4, E/2 W/2, SE/4

Section 27: E/2 NE/4, NE/4 SE/4

Township 4 South, Range 15 East, N.M.P.M.

Section 7: All

Section 8: N/2 N/2, SW/4 NW/4, W/2 SW/4
Section 9: E/2, E/2 W/2, NW/4 NW/4
Section 17: S/2 N/2, S/2
Section 18: Lot 3, NE/4 SW/4, NW/4 SE/4, E/2 SE/4, N/2
Section 19: E/2 E/2, Lots 3, 4, SE/4 SW/4
Section 20: N/2
Section 30: E/2 NE/4, NE/4 SE/4, NW/4 SE/4, Lots 1, 2, W/2 NE/4, E/2 NW/4
Section 31: SW/4 SE/4
Section 33: S/2 SE/4

Township 5 South, Range 14 East, N.M.P.M.

Section 11: W/2 NW/4, SE/4 NW/4, SW/4 NE/4, S/2
Section 12: SW/4

Township 5 South, Range 15 East, N.M.P.M.

Section 3: Lot 4, SW/4 NW/4, SW/4, S/2 SE/4
Section 4: Lots 2, 3, 4, S/2 N/2, N/2 S/2, S/2 SE/4
Section 5: E/2 NE/4, NE/4 SE/4
Section 6: Lots 2, 3, 4, 7, E/2 SW/4, SE/4 NW/4
Section 9: NE/4
Section 10: All
Section 11: All
Section 13: All
Section 14: All
Section 15: All
Section 22: All
Section 23: All
Section 24: N/2, N/2 S/2, S/2 SE/4

Agreement 5:

Landowner:

TOMMY DINWIDDIE and MELANIE DINWIDDIE, as Co-Trustees of the TOMMY DINWIDDIE AND MELANIE DINWIDDIE COMMUNITY PROPERTY REVOCABLE TRUST dated July 13, 2021

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated June 18, 2021, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and John Thomas “Tommy” Dinwiddie and Melanie Dinwiddie, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 28, 2021 as Document No. 202104739, Book 2021, Page 4739; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as affected by that certain Joinder, Ratification, and Assumption of Option Agreement for Land Lease and Wind Easement dated July 13, 2021, filed of record on June 14, 2023, as Document No. 202302924, in Book 2023, page 2924; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

- Section 11: E/2, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770.
- Section 12: S/2, NW/4, W/2 NE/4
- Section 13: NW/4, S/2
- Section 14: NE/4 and Tract A, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770. Together with all rights of the Grantor in and to that certain Private Road Easement as shown on said Survey Plat.
- Section 15 and 16: Tract D, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770.
- Section 24: N/2, as shown by the Boundary Survey Replat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on December 31, 2013 in Cabinet J, Slide 946.

Township 5 South, Range 14 East, N.M.P.M.

- Section 12: N/2 NE/4

Section 13: All
 Section 14: All
 Section 15: All
 Section 16: S/2
 Section 17: S/2
 Section 18: S/2
 Section 19: Lots 1, 2, E/2 NW/4, N/2 NE/4, SW/4 NE/4, SE/4
 Section 20: All
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: Lots 1, 2, W/2 NE/4, NW/4 (N2)
 Section 25: Lots 1, 3, E/2 NW/4, SW/4 NW/4, W/2 NE/4, SW/4, W/2 SE/4
 Section 26: S/2
 Section 27: All
 Section 28: All
 Section 29: All
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
 Section 35: All

Township 5 South, Range 15 East, N.M.P.M.

Section 5: S/2 SW/4, SW/4 SE/4
 Section 6: S/2 SE/4
 Section 7: Lots 1, 2, E/2 NW/4, NE/4 (N2)
 Section 8: NW/4, W/2 NE/4, SE/4 SE/4
 Section 9: SE/4, E/2 SW/4, SW/4 SW/4
 Section 16: All
 Section 17: SW/4 SE/4, W/2 SW/4, SE/4 SW/4, SW/4 NW/4, N/2 NW/4, NW/4 NE/4
 Section 18: Lots 3, 4, E/2 SW/4, SE/4 (S2)
 Section 20: W/2, NW/4 NE/4, SE/4 NE/4, E/2 SE/4, SW/4 SE/4
 Section 21: All
 Section 24: S/2 SW/4
 Section 25: W/2, NW/4 NE/4, W/2 SE/4, E/2 E/2
 Section 26: NW/4 NE/4, E/2 E/2
 Section 27: W/2, NE/4
 Section 28: N/2, SE/4, SW/4 SW/4
 Section 29: N/2, SW/4, NW/4 SE/4, S/2 SE/4
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, W/2 E/2, E/2 NE/4
 Section 31: All
 Section 32: All
 Section 33: NW/4 NW/4, S/2 NW/4, N/2 NE/4, SE/4 NE/4, SE/4, NW/4 SW/4, S/2 SW/4

Section 34: NW/4, S/2
Section 35: All
Section 36: NW/4, W/2 NE/4, W/2 SW/4

Agreement 6:

Landowner:

E.T. BOND LIVESTOCK CO., INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and E.T. Bond Livestock Co., Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607330, Book 2016, Page 7330; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 11 East, N.M.P.M.

Section 1: All

Section 11: All

Section 12: All

Section 13: N2

Township 3 South, Range 12 East, N.M.P.M.

Section 5: Residue of S2

Section 6: All

Section 7: Residue of All

Section 8: Residue of All

Section 18: Residue of All

Agreement 7:

Landowner:

HALL-GNATKOWSKI, INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Hall-Gnatkowski, Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607333, Book 2016, Page 7333, rerecorded on February 22, 2017 as Document No. 201700990, Book 2017, Page 990; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as Assignment and Assumption of Land Agreement corrected by First Amendment to Assignment and Assumption of Land Agreement filed of record on September 11, 2023, as Document No. 202304663, in Book 2023, Page 4663; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 12 East, N.M.P.M.

Section 1: Lot 1; NE4NE4; SE4NE4; NE4SE4; S2S2

Section 12: All

Township 4 South, Range 13 East, N.M.P.M.

Section 3: SW4; W2SE4

Section 4: S2

Section 7: All

Section 8: All

Section 9: All

Section 10: NW4; W2NE4

Section 15: S2

Section 17: E2

Section 20: E2

Section 21: All

Section 22: All

Section 27: N2N2; S2

Section 28: E2SE4; SW4SE4

Section 29: All

Section 30: N2; SE4

Section 32: NW4NW4; S2NW4; NW4SW4

Section 33: N2; N2S2
Section 34: NE4; E2NW4; NW4NW4

Agreement 8:

Landowner:

CONSTANCE M. HANLEY, individually, and HANLEY CATTLE, INC., a Florida corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Constance M. Hanley, individually, and Hanley Cattle, Inc., a Florida corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 18, 2017 as Document No. 201700317, Book 2017, Page 317; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 3: Lots 1, 2, 3, 4; S2N2; S2

LESS AND EXCEPTING THEREFROM 103.45 acres in the W2 of said Section 3, as described in that certain Warranty Deed filed for record in Deed Book a-25, page 113, records of Lincoln County, New Mexico.

Section 7: E2SW4SE4; S2SE4SE4

Section 8: S2

Section 9: SW4; E2SE4

Section 10: All

Section 11: W2

Section 12: W2; W2NE4; SE4

Section 13: W2; SE4

Section 14: Tract B, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 15: Tract C; SE4; SW4, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 16: E2NW4; SW4; W2SE4; Tract C, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 17: All
 Section 18: E2NE4; E2W2NE4
 Section 19: Lots 3, 4; E2SW4; SE4
 Section 20: W2; W2E2; E2E2
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: All
 Section 25: All
 Section 26: All
 Section 27: All
 Section 28: All
 Section 29: W2; W2E2; E2E2
 Section 30: All
 Section 31: Lots 1, 2, 3, 4, 5, 6, 7; E2NW4; NE4SW4; NW4SE4; W2NE4; NE4NE4
 Section 32: Lots 1, 2, 3, 4; N2S2; N2
 Section 33: Lots 1, 2, 3, 4; N2S2; N2
 Section 34: Lots 1, 2, 3, 4; N2; N2S2
 Section 35: Lots 1, 2, 3, 4; N2; N2S2
 Section 36: Lots 1, 2, 3, 4; N2S2; N2

Township 6 South, Range 13 East, N.M.P.M.

Section 1: Lots 7, 8, 9, 10; N2SE4

Township 6 South, Range 14 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2N2; S2
 Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NW4; S2NE4; W2SW4; E2SW4; SE4
 Section 4: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NE4; SW4; SE4; S2NW4
 Section 5: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NW4; N2SW4; S2NE4; SE4
 Section 6: Lots 1, 2, 3, 5, 6, 7, 9, 10, 11; S2NE4; SE4NW4; NE4SW4; N2SE4
 Section 8: S2; NE4
 Section 9: All
 Section 10: All
 Section 11: All
 Section 14: W2; W2SE4; S 30 acres of SW4NE4
 Section 15: NE4; N2SE4; SE4SE4; N2SW4; E2NW4; NW4NW4; SW4NW4; S2SW4; SW4SE4
 Section 16: All

Agreement 9:

Landowner:

HIGHTOWER LAND & CATTLE CO., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Hightower Land & Cattle Co., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607332, Book 2016, Page 7332; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement dated March 29, 2023, filed of record on March 30, 2023, as Document No. 202301601, in Book 2023, Page 1601; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 12 East, N.M.P.M.

Section 13: W2; NE4

Section 14: All

Section 15: E2

Section 24: N2

Township 4 South, Range 13 East, N.M.P.M.

Section 19: W2; W2E2

Agreement 10:**Landowner:**

LERRY BOND AND MARTHA BOND, Trustees of the L AND M FAMILY TRUST, UDA
APRIL 22, 2012

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 8, 2023 by and between Lerry Bond and Martha Bond, as Trustees of The L and M Family Trust, UDA August 22, 2012 and SunZia Wind South LLC, a Delaware limited liability company, made effective by and evidenced of record by that certain Notice of Exercise of Option filed of record on August 8, 2023 as Document No. 202303997, Book 2023, Page 3997; Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Lerry Bond and Martha Bond, Trustees of the L and M Family Trust, UDA April 22, 2012, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701239, Book 2017, Page 1239; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 12 East, N.M.P.M.

Section 4: S2
Section 5: S2 lying east of U.S. Hwy 54
Section 7: All lying east of U.S. Hwy 54
Section 8: All lying east of U.S. Hwy 54
Section 9: All
Section 16: All
Section 17: All
Section 18: All lying east of U.S. Hwy 54

Agreement 11:**Landowner:**

ENID MILLER, a single woman, JAMES MILLER, a married man dealing solely with his separate property, joined herein by TOMI MILLER, his wife

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Enid Miller, a single woman, James Miller, a married man dealing solely with his separate property, joined herein by Tomi Miller, his wife, to any interest she may have therein, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 20, 2017 as Document No. 201700379, Book 2017, Page 379; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 13 East, N.M.P.M.

Section 17: W2

Section 18: Lots 1, 2, 3, 4; E2W2; E2

Section 19: E2E2

Section 20: W2

Agreement 12:

Landowner:

REX ALLEN WILSON

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 28, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Rex Allen Wilson, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 30, 2016 as Document No. 201607431, Book 2016, Page 7431, and rerecorded on February 23, 2017 as Document No. 201701023, Book 2017, Page 1023; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Partition, Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 19, 2022, filed of record on October 19, 2022 as Document No. 202206475, Book 2022, Page 6475; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

Section 3: Part of the NW4, beginning at the northwest corner of Section Three (3), thence east along the north boundary of Section Three (3) 1815 feet, thence south 5 degrees 3'W 2785 feet, thence north 84 degrees 30'W 1617.5 feet, thence north along west boundary of section 3 33.25 chains to the place of beginning.

Section 4: Lots 1, 3, 4; W2; SE4

Section 5: Lot 3, 4; S2NW4; E2; SW4

Section 6: SE4NE4; E2SE4; E2SW4NE4; E2NW4SE4

Section 8: N2

Section 9: N2

Township 4 South, Range 13 East, N.M.P.M.

Section 1: S2NW4; SW4

Section 3: E2SE4

Section 10: E2NE4; S2

Section 11: N2

Section 12: NW4; N2SW4; E2E2

Section 13: NW4; E2

Section 14: N2

Section 15: N2

Section 23: W2; NW4NE4

Section 24: NE4

Section 33: S2S2

Section 34: S2

Agreement 13:

Landowner:

ROGENE ALFORD and SANDRA ALFORD, a Co-Trustees of THE ALFORD FAMILY TRUST, u/a dated May 3, 2018

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Rogene and Sandra Alford, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 9, 2016 as Document No. 201606932, Book 2016, Page 6932, and rerecorded on February 22, 2017 as Document No. 201700991, Book 2017, Page 991; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated May 3, 2018, filed of record on August 2, 2023, as Document No. 202303903, in Book 2023, Page 3903; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

- Section 11: E2E2, less and excepting that portion lying northwesterly of a line parallel to and distant 100 feet at right angles southeasterly from the center line of the main track of the El Paso and Rock Island Railway Company, as shown by Quitclaim Deed recorded in Book 3 of Miscellaneous Records, page 157
- Section 12: All
- Section 13: E2; E2W2; W2SW4; SW4NW4; NW4NW4
- Section 14: SE4NE4; E2SE4; NE4NE4
- Section 23: E2NE4
- Section 24: N2

Township 2 South, Range 13 East, N.M.P.M.

- Section 18: All

Agreement 14:

Landowner:

THOMAS A. HUEY and SUSAN HUEY, husband and wife; NICKY HUEY, individually; RICKY LANE HUEY, individually; and MICKY HUEY, individually

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Thomas A. Huey and Susan Huey, husband and wife; Nicky Huey, individually; Ricky Lane Huey, individually; and Micky Huey, individually, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 30, 2016 as Document No. 201607430, Book 2016, Page 7430; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 14 East, N.M.P.M.

Section 5: Lots 3, 4; SE4NW4, lying north and east of State Road 42; Lot 2, lying north and west of a diagonal line extending from the NE corner to the SW corner of said Lot 2

Township 1 South, Range 14 East, N.M.P.M.

Section 20: S2
Section 21: W2SW4
Section 28: W2W2
Section 29: All
Section 31: All, lying North and East of State Road 42
Section 32: W2; W2E2; E2NE4
Section 33: W2NW4

Agreement 15:

Landowner:

JODY RAY LOUDER as Trustee of THE JODY LOUDER 2021 GST TRUST

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated May 16, 2018, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Johnny Louder and Sandy Louder, husband and wife as Joint Tenants, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on May 17, 2018 as Document No. 201802845, Book 2018, Page 2845; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated December 22, 2021, filed of record on May 4, 2023, as Document No. 202302183, in Book 2023, Page 2183; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 18: S2N2; S2

Township 1 South, Range 13 East, N.M.P.M.

Section 13: All

Section 14: All

Section 15: All

Section 22: All

Section 23: W2; W2E2; NE4NE4

Section 24: NE4; E2NW4; NW4NW4

Section 26: W2NW4

Section 27: All, except one square acre in the Southwest quarter Southwest quarter of said Section 27, the South boundary line of said square acre coinciding with the South boundary line of the said Southwest quarter Southwest quarter of said Section 27, the Southwest corner of said square acre being at a point on said South boundary line of said Southwest quarter Southwest quarter 960 feet East of the Southwest corner of said Southwest quarter Southwest quarter of said Section 27 (said one acre being that same one acre described and reserved to sellers in that certain Warranty Deed conveyance dated September 29, 1938 between M.M. Penix and Lucille S. Penix, as sellers, and H.L. Hancock as purchaser, said Warranty Deed filed for record with the County Clerk of Lincoln County, N.M., on November 10, 1938, in Book A-18 of Deed Records, page 480).

Agreement 16:

Landowner:

HERMAN ROMERO, a married person, and VERONICA MOORE, a married person

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Richard J. Manning and Loretta R. Manning, husband and wife as joint tenants, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 20, 2017 as Document No. 201700380, Book 2017, Page 380; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated September 22, 2022, filed of record on May 17, 2023, as Document No. 202302402, in Book 2023, Page 2402; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 1: E2E2

Section 12: E2NE4

Township 1 South, Range 14 East, N.M.P.M.

Section 6: All

Section 7: E2NW4; Lots 1, 2

Agreement 17:

Landowner:

PENIX LIVESTOCK, INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Penix Livestock, Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 9, 2016 as Document No. 201606933, Book 2016, Page 6933, and rerecorded on March 3, 2017 as Document No. 201701242, Book 2017, Page 1242; partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated September 24, 2020, filed of record on September 25, 2020 as Document No. 202005229, Book 2020, Page 5229; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as Assignment and Assumption of Land Agreement amended by that certain First Amendment to Assignment and Assumption of Land Agreement filed of record on September 11, 2023, as Document No. 202304664, in Book 2023, Page 4664; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 2: Lot 2; SW4NE4; NW4SE4
Section 3: SW4; S2SE4
Section 4: SE4; N2SW4, except 7.236 acres sold and also railroad right of way
Section 9: E2
Section 10: N2; SE4, an undivided 69/72 interest in SW4
Section 11: E2SW4; SE4; NW4; W2SW4; W2NE4; SE4NE4
Section 12: W2NE4; S2NW4
Section 31: Lots 1, 2, 3, 4; E2W2; E2
Section 32: W2NW4
Section 33: All
Section 34: W2; W2E2

Township 2 South, Range 13 East, N.M.P.M.

Section 3: SW4NW4; NW4SW4; Lots 2, 3, 4; SE4NW4; SW4NE4; NE4SW4; S2SW4; W2SE4
Section 4: Lot 1, 2, 3, 4; S2N2; S2
Section 5: Lots 1, 2, 3, 4, S2N2; S2

Section 6: Lots 1, 2, 3, 4, 5; SE4NW4; E2SW4; E2
Section 7: E2NE4
Section 8: All, excepting therefrom the following described tract: All that portion of the SW4 of Section 8, Township 2 South, range 13 East, beginning at the southwest corner of said Section 8, and running thence north along the section line a distance of 1428 feet; thence south 76 deg. 44 min. east, a distance of 154 feet; thence south 31 deg. 49 min. east a distance of 960 feet; thence south 67 deg. 29 min. east (passing through the center of a well and windmill at 65 feet), a distance of 1542 feet to the south line of said Section 8; thence north 89 deg. 58 min. west, along the section line, a distance of 2064 feet to the point of beginning, and containing 25.6 acres, more or less.
Section 9: N2N2
Section 10: NW4NW4; SW4SW4; NE4NW4; S2NW4; W2NE4; N2SW4; SE4SW4; SE4

Township 1 South, Range 14 East, N.M.P.M.

Section 8: NE4NE4; S2N2; N2S2
Section 17: S2SE4
Section 20: NE4
Section 21: N2
Section 22: NW4; N2NE4; SE4NE4

Township 2 South, Range 12 East, N.M.P.M.

Section 1: SW4

Agreement 18:

Landowner:

GERALD R. PERKINS and SHERRILL D. BRADFORD, Co-Trustees of the PERKINS FAMILY TRUST, established April 20, 1993

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 24, 2023, by and between Gerald R. Perkins and Sherrill D. Bradford, Co-Trustees of the Perkins Family Trust dated April 20, 1993 and SunZia Wind South LLC, a Delaware limited liability company, as entered into and evidenced of record by that certain Notice of Exercise of Option of even date therewith, filed of record on August 24, 2023 as Document No. 202304300, Book 2023, Page 4300, in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 21: SE4NW4; N2SW4, NE4NW4; E2; S2SW4
Section 28: W2SW4
Section 1: W2E2; W2
Section 2: E2E2; W2
Section 3: N2; N2SE4
Section 4: NE4NE4
Section 11: NE4NE4
Section 12: N2NW4

Agreement 19:

Landowner:

JAMES K. ROBERTS and PATRICIA A. RAHN

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated May 5, 2017, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and James K. Roberts and Patricia A. Rahn, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on May 9, 2017 as Document No. 201702558, Book 2017, Page 2558; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 13 East, N.M.P.M.

Section 6: Lots 6, 7

Section 7: Lots 1, 2, 3, 4; E2W2; SE4; W2NE4

Agreement 20:

Landowner:

ROCKING A RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 24, 2023, by and between Rocking A Ranch, LLC, a New Mexico limited liability company, and SunZia Wind South LLC, a Delaware limited liability company, as entered into and evidenced of record by that certain Notice of Exercise of Option of even date therewith, filed of record on August 24, 2023 as Document No. 202304301, Book 2023, Page 4301, in the records of Lincoln County, New Mexico; Option Agreement for Land Lease and Wind Easement dated January 27, 2022, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Rocking A Ranch, LLC, a New Mexico limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 27, 2022 as Document No. 202200620, Book 2022, Page 620; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 9:	S/2SE/4
Section 10:	S/2, NE/4, S/2NW/4, NE/4NW/4
Section 11:	ALL
Section 12:	NW/4NE/4, S/2NE/4, SE/4, S/2SW/4
Section 13:	ALL
Section 14:	E/2, SW/4, S/2NW/4, NE/4NW/4
Section 15:	ALL
Section 17:	N/2, N2S/2
Section 22:	SW/4NE/4, SE/4
Section 23:	ALL
Section 24:	NW/4, N/2SW/4, SE/4, S/2NE/4, NW/4NE/4
Section 25:	ALL
Section 36:	ALL

Township 1 South, Range 15 East, N.M.P.M.

Section 7:	S/2N/2, S/2
Section 8:	W/2
Section 17:	ALL
Section 18:	ALL

Section 19: NE/4, N/2SE/4, E/2NW/4, NE/4SW/4, Lots 1, 2 and 3
Section 20: W/2, W/2SE/4
Section 21: SW/4
Section 28: ALL
Section 29: E/2, E/2W/2, NW/4NW/4
Section 31: E/2SW/4, SE/4, Lots 3 and 4

And;

A non-exclusive easement along the existing roadway across Section 3, Township 1 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico, being 25 feet in width, 12.5 feet on either side of the following described centerline:

BEGINNING at the most Northerly point of this easement, a point on the New Mexico Base Line, whence an aluminum cap at the section corner common to Sections 3 and 4, T1S, R14E, N.M.P.M. of the U.S.G.L.O. Surveys bears N 89°52'27" W, a distance of 802.26 feet;

THENCE from the point of beginning and leaving the base line S 6°21'33" W, 281.74 feet to an angle point;

THENCE S 16°21'29" W, 518.27 feet to an angle point;

THENCE S 7°46'40" W, 608.72 feet to an angle point;

THENCE S 6°07'10" E, 276.89 feet to an angle point;

THENCE S 0°13'41" W, 268.13 feet to an angle point;

THENCE S 7°48'25" E, 589.07 feet to an angle point;

THENCE S 19°34'06" E, 761.32 feet to an angle point;

THENCE S 11°15'20" E, 355.74 feet to an angle point;

THENCE S 22°02'48" E, 586.09 to an angle point;

THENCE S 27°49'08" E, 1233.78 feet to the South line of Section 3, and the end of this easement, whence an aluminum cap for the section corner common to Sections 3, 4, 9 and 10, T1S, R14E, bears S 89°55'19" W, a distance of 1763.24 feet.

Agreement 21:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0056 dated June 1, 2020, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0056 filed of record on May 19, 2022 as Document No. 202203258, Book 2022, Page 3258; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206573, Book 2022, Page 6573; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 5: NE4

Township 2 South, Range 12 East, N.M.P.M.

Section 14: W2; W2E2

Section 15: All

Section 16: All

Section 21: N2

Section 22: W2; NE4; NW4SE4; SW4SE4

Agreement 22:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0058 dated June 1, 2020, entered into by and between Tecolote Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0058 filed of record on September 28, 2020 as Document No. 202005284, Book 2020, Page 5284; as assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated November 25, 2020, filed for record on December 7, 2020 as Document No. 202006964, Book 2020, Page 6964; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated December 3, 2020, filed of record on December 7, 2020 as Document No. 202006963, Book 2020, Page 6963; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206574, Book 2022, Page 65; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 1: W2

Section 2: S2; NE4

Section 12: NW4; NW4SW4; NE4SW4

Agreement 23:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0062 dated June 1, 2020, entered into by and between Tecolote Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0062 filed of record on September 28, 2020 as Document No. 202005285, Book 2020, Page 5285; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated November 25, 2020, filed of record on December 7, 2020 as Document No. 202006965, Book 2020, Page 6965; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206575, Book 2022, Page 6575: all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 12: S2

Township 1 South, Range 14 East, N.M.P.M.

Section 7: S2; NE4

Section 8: S2S2; N2NW4; NW4NE4

Section 9: W2

Section 16: All

Section 18: N2N2

Agreement 24:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0107 dated October 21, 2022, entered into by and between Mesa Canyons Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0107 filed of record on October 27, 2022 as Document No.202206674, Book 2022, Page 6674, in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 15 East, N.M.P.M.

Section 8: E2

Section 9: S2; S2N2

Section 16: All

Section 19: S2S2

Section 20: NE4; E2SE4

Section 21: N2; SE4

Agreement 25:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0094 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0094 filed of record on July 8, 2022 as Document No. 202204252, Book 2022, Page 4252; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206572, Book 2022, Page 6572; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 12 East, N.M.P.M.

Section 36: NE4; SE4; SW4; E2NW4

Township 1 South, Range 13 East, N.M.P.M.

Section 16: All

Section 32: S2; NE4; E2NW4

Section 34: E2E2

Section 35: N2N2; SW4NW4; W2SW4; SE4SE4

Section 36: All

Township 2 South, Range 12 East, N.M.P.M.

Section 1: N2; SE4

Section 2: E2SE4; SE4NE4; Lot 1

Township 2 South, Range 13 East, N.M.P.M.

Section 1: NE4SE4; SE4SE4; SE4NE4; SW4SW4

Section 2: All

Section 3: E2E2

Section 10: E2NE4

Section 11: W2W2; NE4SE4

Section 12: NE4NE4; NW4SE4

Section 13: NE4NE4; NE4SW4; NW4NE4

Section 14: NE4NW4; NW4NE4; NW4NW4; NW4SE4

Section 23: SE4NE4
Section 24: NW4NE4
Section 25: NE4SE4; NW4SE4
Section 26: NE4NE4; NW4NE4

Township 2 South, Range 14 East, N.M.P.M.

Section 16: All
Section 17: N2N2; SE4NW4; SE4SE4
Section 18: NE4NE4; SW4NE4; Lot 4
Section 19: SE4NW4
Section 20: S2
Section 28: N2N2
Section 29: N2
Section 30: N2; E2SE4; NE4SW4

Agreement 26:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0095 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0095 filed of record on July 8, 2022 as Document No. 202204253, Book 2022, Page 4253; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206576, Book 2022, Page 6576; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 14 East, N.M.P.M.

Section 36: All

Township 2 South, Range 15 East, N.M.P.M.

Section 8: S2SE4

Section 15: SW4; W2SE4

Section 16: All

Section 21: SE4; W2NE4

Section 29: All

Section 32: All

Section 33: All

Agreement 27:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0096 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0096 filed of record on July 8, 2022 as Document No. 202204254, Book 2022, Page 4254; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206577, Book 2022, Page 6577; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

Section 23: E2SE4
Section 24: S2
Section 25: N2; NE4SW4; S2SW4; SE4
Section 26: E2NE4; E2SE4
Section 35: E2NE4; E2SE4
Section 36: All

Township 2 South, Range 13 East, N.M.P.M.

Section 19: Lot 1, 2, 3, 4; E2W2; E2
Section 29: All
Section 30: Lot 1, 2, 3, 4; E2W2; E2
Section 31: Lot 1, 2, 3, 4; E2W2; E2
Section 32: All
Section 33: W2W2

Township 3 South, Range 12 East, N.M.P.M.

Section 1: Lot 1, 2, 3, 4; S2N2; N2SW4; N2SE4; SE4SE4
Section 2: Lot 3, 4; S2NW4; S2
Section 13: SE4NE4; S2SW4; SE4
Section 14: E2SE4
Section 24: NE4NE4; NW4NW4; S2N2; S2
Section 25: N2N2; E2SE4

Section 26: SW4NE4; S2NW4; W2SE4
Section 35: NE4
Section 36: All

Township 3 South, Range 13 East, N.M.P.M.

Section 4: Lot 1, 2, 3, 4; S2N2; S2
Section 5: Lot 1, 2, 3, 4; S2N2; S2
Section 6: Lot 2, 3, 4, 5, 6, 7; SW4NE4; SE4NW4; E2SW4; N2SE4; SE4SE4
Section 7: Lot 1, 2, 3, 4; S2NE4; E2NW4; E2SW4; SE4
Section 8: N2; NW4SW4; S2S2
Section 9: All
Section 10: All
Section 15: All
Section 16: All
Section 17: All
Section 18: Lot 3, 4; NE4; SE4SW4; S2SE4
Section 19: Lot 1, 2, 3, 4; E2; E2W2
Section 20: NE4NE4; S2N2
Section 21: N2
Section 22: N2
Section 23: E2NE4
Section 26: SW4SW4
Section 27: NW4NE4
Section 29: S2SE4
Section 30: Lot 1; N2NE4; NE4NW4
Section 32: All
Section 34: NE4NE4

Agreement 28:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0097 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0097 filed of record on July 8, 2022 as Document No. 202204255, Book 2022, Page 4255; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206578, Book 2022, Page 6578; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 13 East, N.M.P.M.

Section 36: All

Township 3 South, Range 14 East, N.M.P.M.

Section 19: Lot 4

Section 30: Lot 1, 2, 3, 4; E2W2

Section 31: Lot 1, 2, 3, 4; E2W2

Section 32: All

Section 34: S2

Section 36: All

Township 3 South, Range 15 East, N.M.P.M.

Section 32: All

Township 4 South, Range 13 East, N.M.P.M.

Section 2: Lot 1, 2, 3, 4; S2N2; S2

Section 11: S2

Section 16: All

Township 4 South, Range 14 East, N.M.P.M.

Section 2: Lot 1, 2, 3, 4; S2N2; S2

Section 16: All

Township 4 South, Range 15 East, N.M.P.M.

Section 5: Lot 1, 2, 3, 4; S2N2; S2

Section 6: Lot 1, 3, 4, 6, 7; S2NE4; SE4NW4; E2SW4; SE4

Agreement 29:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0098 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0098 filed of record on July 8, 2022 as Document No. 202204256, Book 2022, Page 4256; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206579, Book 2022, Page 6579; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 13 East, N.M.P.M.

Section 36: All

Township 4 South, Range 14 East, N.M.P.M.

Section 32: All

Township 5 South, Range 14 East, N.M.P.M.

Section 1: Lot 1, 2; W2NE4; NW4; W2SW4

Section 2: All

Section 6: W2SE4

Section 7: N2NE4; E2NW4

Section 8: E2NE4; N2NW4

Section 9: NW4

Section 11: N2NE4; SE4NE4; NE4NW4

Section 12: NW4

Section 16: N2

Agreement 30

Landowner:

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated September 12, 2017, entered into by and between The Regents of New Mexico State University and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on September 15, 2017 as Document No. 201705127, Book 2017, Page 5127; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement filed of record on October 13, 2020 as Document No. 202005674, Book 2020, Page 5674; as partially assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Partition, Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement filed of record on December 14, 2022 as Document No. 202207592, Book 2022, Page 7592; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico

Section 9: NE4; NE4SE4

Section 10: NW4NW4

Agreement 31

Landowner:

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

Landowner Documents:

Grant of Access Easement dated May 22, 2023 entered into by and between The Regents of New Mexico State University and SunZia Wind South LLC, a Delaware limited liability company, filed of record on June 1, 2023 as Document No. 202302709, Book 2023, Page 2709, in the Records of Lincoln County, New Mexico

Legal Description:

A CENTERLINE DESCRIPTION FOR A 20-FOOT WIDE ROAD EASEMENT ACROSS A NEW MEXICO STATE UNIVERSITY TRACT SITUATED IN SECTION 3, TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., LINCOLN COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND DISTANCES AS FOLLOWS:

BEGINNING at the most northerly point of this easement, a point on the New Mexico base Line, whence an aluminum cap at the section corner common to Sections 3 and 4, T.1S., R.14E., N.M.P.M. of the U.S.G.L.O. Surveys bears, N 89° 52' 27" W, a distance of 802.26 feet;

THENCE from the place of beginning and leaving the base line S 06° 21' 33" W, 281.74 feet to an angle point;

THENCE S 16° 21' 29" W, 518.27 feet to an angle point;

THENCE S 07° 46' 40" W, 608.72 feet to an angle point;

THENCE S 06° 07' 10" E, 276.89 feet to an angle point;

THENCE S 00° 13' 41" W, 268.13 feet to an angle point;

THENCE S 07° 48' 25" E, 589.07 feet to an angle point;

THENCE S 19° 34' 06" E, 761.32 feet to an angle point;

THENCE S 11° 15' 20" E, 355.74 feet to an angle point;

THENCE S 22° 02' 48" E, 586.09 feet to an angle point;

THENCE S 27° 49' 08" E, 1233.78 feet to a point on the south line of said Section 3 and being the point of termination, whence an aluminum cap for the section corner common to sections 3, 4, 9 and 10, T.1S., R.14E, N.M.P.M. bears, S 89° 55' 19" W, a distance of 1763.24 feet. Said centerline tract containing a total centerline length of 5479.75 feet, or 332.11 rods, and 2.52 acres, more or less.

Notes

1) Bearings and coordinates shown hereon are NAD83 (2011), grid and conform to the New Mexico Coordinate System, "New Mexico Central Zone", U.S. feet.

- 2) This survey was completed without the benefit of an abstract of title. There may be easements or other matters of record not shown. Record information shown hereon were provided by the client.
- 3) A description of same data accompanies this plat.

Agreement 32

Landowner:

MICHAEL J. WILKE and LOIS J. WILKE, husband and wife

Landowner Documents:

Grant of Access Easement dated September 13, 2023, entered into by and between Michel J. Wilke and Lois J. Wilke, husband and wife, and SunZia Wind South LLC, a Delaware limited liability company, filed of record on September 25, 2023 as Document No. 202304947, in Book 2023, Page 4947, in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 12 East, N.M.P.M., Lincoln County, New Mexico

Section 35: All

Section 36: All

EXHIBIT B

CERTIFICATE OF AMENDMENT
EFFECTUATING NAME CHANGE OF COMPANY

(See Attached)

EXHIBIT C

CERTIFICATE OF AMENDMENT
EFFECTUATING NAME CHANGE OF PURCHASER

(See Attached)

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "MESA CANYONS WIND
INVESTMENTS LLC", CHANGING ITS NAME FROM "MESA CANYONS WIND
INVESTMENTS LLC" TO "SUNZIA WIND SOUTH INVESTMENTS LLC", FILED
IN THIS OFFICE ON THE NINTH DAY OF FEBRUARY, A.D. 2023, AT 3:15
O`CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State

7987903 8100
SR# 20230449862

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202685722
Date: 02-10-23

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Mesa Canyons Wind Investments LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is SunZia Wind South Investments LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 3rd day of February, A.D. 2023.

By: /s/ Solape O. Delano

Authorized Person(s)

Name: Solape O. Delano

Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:15 PM 02/09/2023
FILED 03:15 PM 02/09/2023
SR 20230449862 - File Number 7987903

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "MESA CANYONS WIND
LLC", CHANGING ITS NAME FROM "MESA CANYONS WIND LLC" TO "SUNZIA
WIND SOUTH LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF
FEBRUARY, A.D. 2023, AT 3:10 O`CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State

6156725 8100
SR# 20230449860

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202685709
Date: 02-10-23

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Mesa Canyons Wind LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is SunZia Wind South LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 3rd day of February, A.D. 2023.

By: /s/ Solape O. Delano
Authorized Person(s)

Name: Solape O. Delano
Print or Type

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

SunZia Wind South LLC
888 Westheimer, Suite 350
Houston, Texas 77006
Attention: Real Estate Legal Department

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment (the “Amendment”) to that certain Sublease Agreement entered into as of November 9, 2022 (the “Sublease Agreement”) (recorded as Document No. 202207242, in Book 2022, Page 7242, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), is entered into by and between Sunzia Wind South LLC (formerly known as Mesa Canyons Wind LLC), a Delaware limited liability company (the “Company”), and Lincoln County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (the “County”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings assigned to such terms under that certain Lease Agreement dated as of November 9, 2022 between the County and the Company (the “Bond Lease”) (recorded as Document No. 202207250, in Book 2022, Page 7250, in the real property records of the Office of County Clerk of Lincoln County, New Mexico), as amended. The County and the Company are referenced herein, collectively, as the “Parties.”

RECITALS:

A. The Company has proposed to construct a certain wind project located within the County, for the generation and transportation of electricity (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County but outside the boundaries of any incorporated municipality (the “Project Site”); and

B. The Company is the lessee under various ground leases in connection with the Project which are herein referred to as the “Project Site Leases” and were identified in Exhibit A to the Sublease Agreement; and

C. The County adopted Ordinance No. 2023-01 on September 20, 2022, which authorized the issuance of up to \$3,600,000,000 Lincoln County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A (the “Bonds”) which were issued on November 9, 2022; and

D. The Parties have previously agreed that if changes occurred to the property rights held by the Company as set forth in Exhibit A to the Sublease Agreement, then Exhibit A thereto, the schedule of Project Site Leases, could be amended to reflect such changes; and

E. Following the issuance of the Bonds, the property rights of the Company changed and the County and the Company now wishes to amend the schedule of Project Site Leases to reflect such changes, as set forth in Exhibit A attached to this Amendment; and

F. The County, after reviewing the schedule of Project Site Leases set forth in Exhibit A attached to this Amendment, finds the Exhibit A schedule of Project Site Leases and

related Project Site property descriptions to be appropriate for consummation of the transactions contemplated by the Indenture and the Bond Lease, and further finds that amending the Exhibit A schedule of Project Site Leases to reflect the changes to the Company's property rights is not inconsistent with the terms of Ordinance No. 2023-01, adopted by the Board of County Commissioners (the "Board") on September 20, 2022; and

G. The Parties desire to amend the Exhibit A schedule of Project Site Leases set forth in the Sublease Agreement by substituting in its place the amended Exhibit A schedule of Project Site Leases attached as Exhibit A to this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Company is authorized to amend the schedule of Project Site Leases, including the related real property descriptions as set forth in the Exhibit A schedule of Project Site Leases, to reflect the amended Project Site property descriptions attached to this Amendment (the "Amended Project Site Description") by replacing the descriptions attached as Exhibit A to the Sublease Agreement with the Amended Project Site Description, as reflected in Exhibit A attached to this Amendment.

2. To effectuate the amendments described in paragraph 1 above, the schedule of Project Site Leases contained in Exhibit A of the Sublease Agreement is hereby deleted and the schedule of Project Site Leases attached as Exhibit A to this Amendment is substituted in its place.

3. The County will execute and deliver this Amendment as of the date set forth below and the Board hereby authorizes the Board Chair, Vice Chair, or County Manager, each of which are individually authorized, to execute and deliver this Amendment, and the County Clerk or Deputy County Clerk are hereby authorized to attest and deliver this Amendment.

4. Except as provided in this Amendment, the Sublease Agreement is and shall remain in full force and effect with respect to the obligations and rights of the Parties thereunder.

5. This Amendment may be executed in as many counterparts as may be deemed necessary and convenient, and the Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

6. This Amendment shall be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

DATED AS OF NOVEMBER 14, 2023.

ATTEST:

LINCOLN COUNTY, NEW MEXICO

Shannan Hemphill, County Clerk

By: _____
Todd Proctor, Chair
Board of County Commissioners

(SEAL)

COUNTY OF LINCOLN)

Notary Public

My commission expires:_____

SUNZIA WIND SOUTH LLC, a Delaware limited liability
company (f/k/a Mesa Canyons Wind LLC)

By: _____

Name: Blake Rasmussen

Title: Authorized Signatory

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

This instrument was acknowledged before me on November ____ 2023, by Blake Rasmussen as Authorized Signatory of Sunzia Wind South LLC, a Delaware limited liability company (f/k/a Mesa Canyons Wind LLC).

Notary Public

My commission expires: _____

EXHIBIT A

PROJECT SITE

AMENDED PROJECT SITE LEASES

AND REAL PROPERTY COVERED BY PROJECT SITE LEASES

Lincoln County, New Mexico

[Legal Description follows]

Agreement 1:**Landowner:**

ANCHO CATTLE COMPANY, a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ancho Cattle Company, a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607331, Book 2016, Page 7331, rerecorded on March 1, 2017 as Document No. 201701155, Book 2017, Page 1155; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:**Township 3 South, Range 11 East, N.M.P.M.**

Section 13: S2
Section 14: All
Section 22: E2
Section 23: All
Section 24: All, except NW4SW4
Section 25: All, except ROW for Hwy 54
Section 26: NW4; E2NE4; SE4; E2SW4; SW4SW4
Section 27: SW4; NE4; SE4SE4
Section 33: SE4SW4; SW4SE4
Section 34: All
Section 35: All

Township 3 South, Range 12 East, N.M.P.M.

Section 19: All, except ROW for Hwy 54
Section 20: All
Section 30: All, except ROW for Hwy 54
Section 31: N2; N2S2

Township 4 South, Range 11 East, N.M.P.M.

Section 3: All
Section 4: SW4NE4; N2SE4; Lot 2 (NW4NE4)

Agreement 2:

Landowner:

BELL CATTLE COMPANY COOPERATIVE, a New Mexico corporation; BETTY ANN BELL, a single person; and LERRY DAN BOND and wife, MARTHA BOND

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ralph Mach Bell and Betty Ann Bell, husband and wife; Lerry Dan Bond and Martha Bond, husband and wife; and Bell Cattle Company Cooperative, a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701240, Book 2017, Page 1240; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement dated January 31, 2022 filed of record on February 1, 2022 as Document No. 202200712, Book 2022, Page 712; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

Section 21: S2
Section 23: W2; W2E2, except highway and Southern Pacific Railway rights of way running North and South through Section 23
Section 26: W2; W2E2, except the railroad right-of-way in the SW4SW4 as described in deed recorded at Book 8, Page 121 & 122
Section 27: All
Section 28: All
Section 29: E2E2
Section 33: All
Section 34: All
Section 35: W2; W2E2

Township 3 South, Range 12 East, N.M.P.M.

Section 21: All
Section 22: All
Section 23: All of the section lying west of the Southern Pacific Railroad tracks
Section 26: SW4
Section 27: All
Section 28: All

Section 34: All

Section 35: W2; W2SE4; SE4SE4

Township 4 South, Range 12 East, N.M.P.M.

Section 1: NW4; W2NE4

Agreement 3:**Landowner:**

BETTY ANN BELL, a single person

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Ralph Mack Bell and Betty Ann Bell, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701241, Book 2017, Page 1241; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated January 31, 2022, filed of record on February 1, 2022 as Document No. 202200719, Book 2022, Page 719; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 12 East, N.M.P.M.

Section 3: All

Section 10: All

Section 11: All

Section 14: N2; W2SE4; SW4

Section 15: All

Agreement 4:

Landowner:

DINWIDDIE CATTLE COMPANY, LLC, a New Mexico limited liability company

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated June 18, 2021, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Dinwiddie Cattle Company, LLC, a New Mexico limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 28, 2021 as Document No. 202104738, Book 2021, Page 4738; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022, as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 14 East, N.M.P.M.

Section 13: S/2 NE/4, SE/4, S/2 NW/4, SW/4

Section 14: S/2 NE/4, SE/4

Section 22: SE/4 NE/4, E/2 SE/4

Section 23: SE/4 SW/4, SW/4 SE/4, N/2 NE/4, S/2 N/2, N/2 S/2, SW/4 SW/4, SE/4 SE/4

Section 24: NE/4, SE/4 NW/4, E/2 SW/4, W/2 SE/4, NE/4 SE/4, SE/4 SE/4, N/2 NW/4, SW/4 NW/4, W/2 SW/4 (All)

Section 25: W/2 NW/4, SE/4 NW/4, N/2 S/2, S/2 S/2, W/2 NE/4, NE/4 NW/4, E/2 NE/4, W/2NW/4, SE/4NW/4, N/2S/2, S/2S/2, and a tract of land in the NW/4 of Section 25, described as follows: Beginning at the Northwest corner of said Section 25; thence along the North boundary of said Section 25 along a fence as follows: South 89°49'13" East, a distance of 543.94 feet to the place of beginning of the herein described tract of land; thence South 04°04'34" West, a distance of 87.14 feet; thence South 43°02'03" East, a distance of 906.68 feet; thence South 07°07'04" East, a distance of 655.57 feet; theme South 89°48'52" East, a distance of 1,400.90. feet; thence leaving said fence line and going North 00°02'56" East, a distance of 100.81 feet; thence South 89°39'18" West, a distance of 1,320.16 feet; thence North 00°03'25" East, a distance of 1,308.38 feet; thence North 89°49'13" West, a distance of 775.94 feet to the place of beginning; and shown by Boundary Survey Plat filed September 16, 2004; in Cabinet I, Slide No. 139. (All)

Section 26: NE/4 NE/4, S/2 NE/4, W/2 NW/4, NW/4 SW/4, NW/4 NE/4, E/2 W/2, SE/4

Section 27: E/2 NE/4, NE/4 SE/4

Township 4 South, Range 15 East, N.M.P.M.

Section 7: All

Section 8: N/2 N/2, SW/4 NW/4, W/2 SW/4
Section 9: E/2, E/2 W/2, NW/4 NW/4
Section 17: S/2 N/2, S/2
Section 18: Lot 3, NE/4 SW/4, NW/4 SE/4, E/2 SE/4, N/2
Section 19: E/2 E/2, Lots 3, 4, SE/4 SW/4
Section 20: N/2
Section 30: E/2 NE/4, NE/4 SE/4, NW/4 SE/4, Lots 1, 2, W/2 NE/4, E/2 NW/4
Section 31: SW/4 SE/4
Section 33: S/2 SE/4

Township 5 South, Range 14 East, N.M.P.M.

Section 11: W/2 NW/4, SE/4 NW/4, SW/4 NE/4, S/2
Section 12: SW/4

Township 5 South, Range 15 East, N.M.P.M.

Section 3: Lot 4, SW/4 NW/4, SW/4, S/2 SE/4
Section 4: Lots 2, 3, 4, S/2 N/2, N/2 S/2, S/2 SE/4
Section 5: E/2 NE/4, NE/4 SE/4
Section 6: Lots 2, 3, 4, 7, E/2 SW/4, SE/4 NW/4
Section 9: NE/4
Section 10: All
Section 11: All
Section 13: All
Section 14: All
Section 15: All
Section 22: All
Section 23: All
Section 24: N/2, N/2 S/2, S/2 SE/4

Agreement 5:

Landowner:

TOMMY DINWIDDIE and MELANIE DINWIDDIE, as Co-Trustees of the TOMMY DINWIDDIE AND MELANIE DINWIDDIE COMMUNITY PROPERTY REVOCABLE TRUST dated July 13, 2021

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated June 18, 2021, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and John Thomas “Tommy” Dinwiddie and Melanie Dinwiddie, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 28, 2021 as Document No. 202104739, Book 2021, Page 4739; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as affected by that certain Joinder, Ratification, and Assumption of Option Agreement for Land Lease and Wind Easement dated July 13, 2021, filed of record on June 14, 2023, as Document No. 202302924, in Book 2023, page 2924; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

- Section 11: E/2, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770.
- Section 12: S/2, NW/4, W/2 NE/4
- Section 13: NW/4, S/2
- Section 14: NE/4 and Tract A, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770. Together with all rights of the Grantor in and to that certain Private Road Easement as shown on said Survey Plat.
- Section 15 and 16: Tract D, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770.
- Section 24: N/2, as shown by the Boundary Survey Replat and Claim of Exemption filed in the office of the County Clerk and Ex-office Recorder of Lincoln County, New Mexico on December 31, 2013 in Cabinet J, Slide 946.

Township 5 South, Range 14 East, N.M.P.M.

- Section 12: N/2 NE/4

Section 13: All
 Section 14: All
 Section 15: All
 Section 16: S/2
 Section 17: S/2
 Section 18: S/2
 Section 19: Lots 1, 2, E/2 NW/4, N/2 NE/4, SW/4 NE/4, SE/4
 Section 20: All
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: Lots 1, 2, W/2 NE/4, NW/4 (N2)
 Section 25: Lots 1, 3, E/2 NW/4, SW/4 NW/4, W/2 NE/4, SW/4, W/2 SE/4
 Section 26: S/2
 Section 27: All
 Section 28: All
 Section 29: All
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
 Section 35: All

Township 5 South, Range 15 East, N.M.P.M.

Section 5: S/2 SW/4, SW/4 SE/4
 Section 6: S/2 SE/4
 Section 7: Lots 1, 2, E/2 NW/4, NE/4 (N2)
 Section 8: NW/4, W/2 NE/4, SE/4 SE/4
 Section 9: SE/4, E/2 SW/4, SW/4 SW/4
 Section 16: All
 Section 17: SW/4 SE/4, W/2 SW/4, SE/4 SW/4, SW/4 NW/4, N/2 NW/4, NW/4 NE/4
 Section 18: Lots 3, 4, E/2 SW/4, SE/4 (S2)
 Section 20: W/2, NW/4 NE/4, SE/4 NE/4, E/2 SE/4, SW/4 SE/4
 Section 21: All
 Section 24: S/2 SW/4
 Section 25: W/2, NW/4 NE/4, W/2 SE/4, E/2 E/2
 Section 26: NW/4 NE/4, E/2 E/2
 Section 27: W/2, NE/4
 Section 28: N/2, SE/4, SW/4 SW/4
 Section 29: N/2, SW/4, NW/4 SE/4, S/2 SE/4
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, W/2 E/2, E/2 NE/4
 Section 31: All
 Section 32: All
 Section 33: NW/4 NW/4, S/2 NW/4, N/2 NE/4, SE/4 NE/4, SE/4, NW/4 SW/4, S/2 SW/4

Section 34: NW/4, S/2
Section 35: All
Section 36: NW/4, W/2 NE/4, W/2 SW/4

Agreement 6:

Landowner:

E.T. BOND LIVESTOCK CO., INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and E.T. Bond Livestock Co., Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607330, Book 2016, Page 7330; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 11 East, N.M.P.M.

Section 1: All

Section 11: All

Section 12: All

Section 13: N2

Township 3 South, Range 12 East, N.M.P.M.

Section 5: Residue of S2

Section 6: All

Section 7: Residue of All

Section 8: Residue of All

Section 18: Residue of All

Agreement 7:

Landowner:

HALL-GNATKOWSKI, INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Hall-Gnatkowski, Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607333, Book 2016, Page 7333, rerecorded on February 22, 2017 as Document No. 201700990, Book 2017, Page 990; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as Assignment and Assumption of Land Agreement corrected by First Amendment to Assignment and Assumption of Land Agreement filed of record on September 11, 2023, as Document No. 202304663, in Book 2023, Page 4663; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 12 East, N.M.P.M.

Section 1: Lot 1; NE4NE4; SE4NE4; NE4SE4; S2S2

Section 12: All

Township 4 South, Range 13 East, N.M.P.M.

Section 3: SW4; W2SE4

Section 4: S2

Section 7: All

Section 8: All

Section 9: All

Section 10: NW4; W2NE4

Section 15: S2

Section 17: E2

Section 20: E2

Section 21: All

Section 22: All

Section 27: N2N2; S2

Section 28: E2SE4; SW4SE4

Section 29: All

Section 30: N2; SE4

Section 32: NW4NW4; S2NW4; NW4SW4

Section 33: N2; N2S2
Section 34: NE4; E2NW4; NW4NW4

Agreement 8:

Landowner:

CONSTANCE M. HANLEY, individually, and HANLEY CATTLE, INC., a Florida corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Constance M. Hanley, individually, and Hanley Cattle, Inc., a Florida corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 18, 2017 as Document No. 201700317, Book 2017, Page 317; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 3: Lots 1, 2, 3, 4; S2N2; S2

LESS AND EXCEPTING THEREFROM 103.45 acres in the W2 of said Section 3, as described in that certain Warranty Deed filed for record in Deed Book a-25, page 113, records of Lincoln County, New Mexico.

Section 7: E2SW4SE4; S2SE4SE4

Section 8: S2

Section 9: SW4; E2SE4

Section 10: All

Section 11: W2

Section 12: W2; W2NE4; SE4

Section 13: W2; SE4

Section 14: Tract B, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 15: Tract C; SE4; SW4, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 16: E2NW4; SW4; W2SE4; Tract C, as shown by the Boundary Survey Plat and Claim of Exemption filed in the office of the County Clerk Recorder of Lincoln County, New Mexico on September 10, 2012 in Cabinet J, Slide 770 and as Document No. 201205755

Section 17: All
 Section 18: E2NE4; E2W2NE4
 Section 19: Lots 3, 4; E2SW4; SE4
 Section 20: W2; W2E2; E2E2
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: All
 Section 25: All
 Section 26: All
 Section 27: All
 Section 28: All
 Section 29: W2; W2E2; E2E2
 Section 30: All
 Section 31: Lots 1, 2, 3, 4, 5, 6, 7; E2NW4; NE4SW4; NW4SE4; W2NE4; NE4NE4
 Section 32: Lots 1, 2, 3, 4; N2S2; N2
 Section 33: Lots 1, 2, 3, 4; N2S2; N2
 Section 34: Lots 1, 2, 3, 4; N2; N2S2
 Section 35: Lots 1, 2, 3, 4; N2; N2S2
 Section 36: Lots 1, 2, 3, 4; N2S2; N2

Township 6 South, Range 13 East, N.M.P.M.

Section 1: Lots 7, 8, 9, 10; N2SE4

Township 6 South, Range 14 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2N2; S2
 Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NW4; S2NE4; W2SW4; E2SW4; SE4
 Section 4: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NE4; SW4; SE4; S2NW4
 Section 5: Lots 1, 2, 3, 4, 5, 6, 7, 8; S2NW4; N2SW4; S2NE4; SE4
 Section 6: Lots 1, 2, 3, 5, 6, 7, 9, 10, 11; S2NE4; SE4NW4; NE4SW4; N2SE4
 Section 8: S2; NE4
 Section 9: All
 Section 10: All
 Section 11: All
 Section 14: W2; W2SE4; S 30 acres of SW4NE4
 Section 15: NE4; N2SE4; SE4SE4; N2SW4; E2NW4; NW4NW4; SW4NW4; S2SW4; SW4SE4
 Section 16: All

Agreement 9:

Landowner:

HIGHTOWER LAND & CATTLE CO., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Hightower Land & Cattle Co., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 27, 2016 as Document No. 201607332, Book 2016, Page 7332; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement dated March 29, 2023, filed of record on March 30, 2023, as Document No. 202301601, in Book 2023, Page 1601; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 12 East, N.M.P.M.

Section 13: W2; NE4

Section 14: All

Section 15: E2

Section 24: N2

Township 4 South, Range 13 East, N.M.P.M.

Section 19: W2; W2E2

Agreement 10:

Landowner:

LERRY BOND AND MARTHA BOND, Trustees of the L AND M FAMILY TRUST, UDA
APRIL 22, 2012

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 8, 2023 by and between Lerry Bond and Martha Bond, as Trustees of The L and M Family Trust, UDA August 22, 2012 and SunZia Wind South LLC, a Delaware limited liability company, made effective by and evidenced of record by that certain Notice of Exercise of Option filed of record on August 8, 2023 as Document No. 202303997, Book 2023, Page 3997; Option Agreement for Land Lease and Wind Easement dated February 28, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Lerry Bond and Martha Bond, Trustees of the L and M Family Trust, UDA April 22, 2012, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on March 3, 2017 as Document No. 201701239, Book 2017, Page 1239; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 12 East, N.M.P.M.

Section 4: S2
Section 5: S2 lying east of U.S. Hwy 54
Section 7: All lying east of U.S. Hwy 54
Section 8: All lying east of U.S. Hwy 54
Section 9: All
Section 16: All
Section 17: All
Section 18: All lying east of U.S. Hwy 54

Agreement 11:**Landowner:**

ENID MILLER, a single woman, JAMES MILLER, a married man dealing solely with his separate property, joined herein by TOMI MILLER, his wife

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Enid Miller, a single woman, James Miller, a married man dealing solely with his separate property, joined herein by Tomi Miller, his wife, to any interest she may have therein, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 20, 2017 as Document No. 201700379, Book 2017, Page 379; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 20, 2022 as Document No. 202206481, Book 2022, Page 6481; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 13 East, N.M.P.M.

Section 17: W2

Section 18: Lots 1, 2, 3, 4; E2W2; E2

Section 19: E2E2

Section 20: W2

Agreement 12:

Landowner:

REX ALLEN WILSON

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 28, 2016, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and Rex Allen Wilson, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 30, 2016 as Document No. 201607431, Book 2016, Page 7431, and rerecorded on February 23, 2017 as Document No. 201701023, Book 2017, Page 1023; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Partition, Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 19, 2022, filed of record on October 19, 2022 as Document No. 202206475, Book 2022, Page 6475; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 5 South, Range 13 East, N.M.P.M.

- Section 3: Part of the NW4, beginning at the northwest corner of Section Three (3), thence east along the north boundary of Section Three (3) 1815 feet, thence south 5 degrees 3'W 2785 feet, thence north 84 degrees 30'W 1617.5 feet, thence north along west boundary of section 3 33.25 chains to the place of beginning.
- Section 4: Lots 1, 3, 4; W2; SE4
- Section 5: Lot 3, 4; S2NW4; E2; SW4
- Section 6: SE4NE4; E2SE4; E2SW4NE4; E2NW4SE4
- Section 8: N2
- Section 9: N2

Township 4 South, Range 13 East, N.M.P.M.

- Section 1: S2NW4; SW4
- Section 3: E2SE4
- Section 10: E2NE4; S2
- Section 11: N2
- Section 12: NW4; N2SW4; E2E2
- Section 13: NW4; E2
- Section 14: N2
- Section 15: N2
- Section 23: W2; NW4NE4
- Section 24: NE4
- Section 33: S2S2

Section 34: S2

Agreement 13:

Landowner:

ROGENE ALFORD and SANDRA ALFORD, a Co-Trustees of THE ALFORD FAMILY TRUST, u/a dated May 3, 2018

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Rogene and Sandra Alford, husband and wife, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 9, 2016 as Document No. 201606932, Book 2016, Page 6932, and rerecorded on February 22, 2017 as Document No. 201700991, Book 2017, Page 991; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated May 3, 2018, filed of record on August 2, 2023, as Document No. 202303903, in Book 2023, Page 3903; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

- Section 11: E2E2, less and excepting that portion lying northwesterly of a line parallel to and distant 100 feet at right angles southeasterly from the center line of the main track of the El Paso and Rock Island Railway Company, as shown by Quitclaim Deed recorded in Book 3 of Miscellaneous Records, page 157
- Section 12: All
- Section 13: E2; E2W2; W2SW4; SW4NW4; NW4NW4
- Section 14: SE4NE4; E2SE4; NE4NE4
- Section 23: E2NE4
- Section 24: N2

Township 2 South, Range 13 East, N.M.P.M.

- Section 18: All

Agreement 14:

Landowner:

THOMAS A. HUEY and SUSAN HUEY, husband and wife; NICKY HUEY, individually; RICKY LANE HUEY, individually; and MICKY HUEY, individually

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Thomas A. Huey and Susan Huey, husband and wife; Nicky Huey, individually; Ricky Lane Huey, individually; and Micky Huey, individually, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 30, 2016 as Document No. 201607430, Book 2016, Page 7430; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 14 East, N.M.P.M.

Section 5: Lots 3, 4; SE4NW4, lying north and east of State Road 42; Lot 2, lying north and west of a diagonal line extending from the NE corner to the SW corner of said Lot 2

Township 1 South, Range 14 East, N.M.P.M.

Section 20: S2
Section 21: W2SW4
Section 28: W2W2
Section 29: All
Section 31: All, lying North and East of State Road 42
Section 32: W2; W2E2; E2NE4
Section 33: W2NW4

Agreement 15:

Landowner:

JODY RAY LOUDER as Trustee of THE JODY LOUDER 2021 GST TRUST

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated May 16, 2018, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Johnny Louder and Sandy Louder, husband and wife as Joint Tenants, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on May 17, 2018 as Document No. 201802845, Book 2018, Page 2845; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated December 22, 2021, filed of record on May 4, 2023, as Document No. 202302183, in Book 2023, Page 2183; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 18: S2N2; S2

Township 1 South, Range 13 East, N.M.P.M.

Section 13: All

Section 14: All

Section 15: All

Section 22: All

Section 23: W2; W2E2; NE4NE4

Section 24: NE4; E2NW4; NW4NW4

Section 26: W2NW4

Section 27: All, except one square acre in the Southwest quarter Southwest quarter of said Section 27, the South boundary line of said square acre coinciding with the South boundary line of the said Southwest quarter Southwest quarter of said Section 27, the Southwest corner of said square acre being at a point on said South boundary line of said Southwest quarter Southwest quarter 960 feet East of the Southwest corner of said Southwest quarter Southwest quarter of said Section 27 (said one acre being that same one acre described and reserved to sellers in that certain Warranty Deed conveyance dated September 29, 1938 between M.M. Penix and Lucille S. Penix, as sellers, and H.L. Hancock as purchaser, said Warranty Deed filed for record with the County Clerk of Lincoln County, N.M., on November 10, 1938, in Book A-18 of Deed Records, page 480).

Agreement 16:

Landowner:

HERMAN ROMERO, a married person, and VERONICA MOORE, a married person

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Richard J. Manning and Loretta R. Manning, husband and wife as joint tenants, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 20, 2017 as Document No. 201700380, Book 2017, Page 380; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated September 22, 2022, filed of record on May 17, 2023, as Document No. 202302402, in Book 2023, Page 2402; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 1: E2E2

Section 12: E2NE4

Township 1 South, Range 14 East, N.M.P.M.

Section 6: All

Section 7: E2NW4; Lots 1, 2

Agreement 17:

Landowner:

PENIX LIVESTOCK, INC., a New Mexico corporation

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Penix Livestock, Inc., a New Mexico corporation, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on December 9, 2016 as Document No. 201606933, Book 2016, Page 6933, and rerecorded on March 3, 2017 as Document No. 201701242, Book 2017, Page 1242; partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated September 24, 2020, filed of record on September 25, 2020 as Document No. 202005229, Book 2020, Page 5229; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; as Assignment and Assumption of Land Agreement amended by that certain First Amendment to Assignment and Assumption of Land Agreement filed of record on September 11, 2023, as Document No. 202304664, in Book 2023, Page 4664; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 2: Lot 2; SW4NE4; NW4SE4
Section 3: SW4; S2SE4
Section 4: SE4; N2SW4, except 7.236 acres sold and also railroad right of way
Section 9: E2
Section 10: N2; SE4, an undivided 69/72 interest in SW4
Section 11: E2SW4; SE4; NW4; W2SW4; W2NE4; SE4NE4
Section 12: W2NE4; S2NW4
Section 31: Lots 1, 2, 3, 4; E2W2; E2
Section 32: W2NW4
Section 33: All
Section 34: W2; W2E2

Township 2 South, Range 13 East, N.M.P.M.

Section 3: SW4NW4; NW4SW4; Lots 2, 3, 4; SE4NW4; SW4NE4; NE4SW4; S2SW4; W2SE4
Section 4: Lot 1, 2, 3, 4; S2N2; S2
Section 5: Lots 1, 2, 3, 4, S2N2; S2

Section 6: Lots 1, 2, 3, 4, 5; SE4NW4; E2SW4; E2
Section 7: E2NE4
Section 8: All, excepting therefrom the following described tract: All that portion of the SW4 of Section 8, Township 2 South, range 13 East, beginning at the southwest corner of said Section 8, and running thence north along the section line a distance of 1428 feet; thence south 76 deg. 44 min. east, a distance of 154 feet; thence south 31 deg. 49 min. east a distance of 960 feet; thence south 67 deg. 29 min. east (passing through the center of a well and windmill at 65 feet), a distance of 1542 feet to the south line of said Section 8; thence north 89 deg. 58 min. west, along the section line, a distance of 2064 feet to the point of beginning, and containing 25.6 acres, more or less.
Section 9: N2N2
Section 10: NW4NW4; SW4SW4; NE4NW4; S2NW4; W2NE4; N2SW4; SE4SW4; SE4

Township 1 South, Range 14 East, N.M.P.M.

Section 8: NE4NE4; S2N2; N2S2
Section 17: S2SE4
Section 20: NE4
Section 21: N2
Section 22: NW4; N2NE4; SE4NE4

Township 2 South, Range 12 East, N.M.P.M.

Section 1: SW4

Agreement 18:

Landowner:

GERALD R. PERKINS and SHERRILL D. BRADFORD, Co-Trustees of the PERKINS FAMILY TRUST, established April 20, 1993

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 24, 2023, by and between Gerald R. Perkins and Sherrill D. Bradford, Co-Trustees of the Perkins Family Trust dated April 20, 1993 and SunZia Wind South LLC, a Delaware limited liability company, as entered into and evidenced of record by that certain Notice of Exercise of Option of even date therewith, filed of record on August 24, 2023 as Document No. 202304300, Book 2023, Page 4300, in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 21: SE4NW4; N2SW4, NE4NW4; E2; S2SW4
Section 28: W2SW4
Section 1: W2E2; W2
Section 2: E2E2; W2
Section 3: N2; N2SE4
Section 4: NE4NE4
Section 11: NE4NE4
Section 12: N2NW4

Agreement 19:

Landowner:

JAMES K. ROBERTS and PATRICIA A. RAHN

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated May 5, 2017, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and James K. Roberts and Patricia A. Rahn, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on May 9, 2017 as Document No. 201702558, Book 2017, Page 2558; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 13 East, N.M.P.M.

Section 6: Lots 6, 7

Section 7: Lots 1, 2, 3, 4; E2W2; SE4; W2NE4

Agreement 20:**Landowner:**

ROCKING A RANCH, LLC, a New Mexico limited liability company

Landowner Documents:

Unrecorded Land Lease and Wind Easement dated August 24, 2023, by and between Rocking A Ranch, LLC, a New Mexico limited liability company, and SunZia Wind South LLC, a Delaware limited liability company, as entered into and evidenced of record by that certain Notice of Exercise of Option of even date therewith, filed of record on August 24, 2023 as Document No. 202304301, Book 2023, Page 4301, in the records of Lincoln County, New Mexico; Option Agreement for Land Lease and Wind Easement dated January 27, 2022, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and Rocking A Ranch, LLC, a New Mexico limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on January 27, 2022 as Document No. 202200620, Book 2022, Page 620; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment and Assumption of Land Agreement dated October 19, 2022, filed of record on October 29, 2022 as Document No. 202206507, Book 2022, Page 6507; all in the Records of Lincoln County, New Mexico

Legal Description:**Township 1 South, Range 14 East, N.M.P.M.**

Section 9:	S/2SE/4
Section 10:	S/2, NE/4, S/2NW/4, NE/4NW/4
Section 11:	ALL
Section 12:	NW/4NE/4, S/2NE/4, SE/4, S/2SW/4
Section 13:	ALL
Section 14:	E/2, SW/4, S/2NW/4, NE/4NW/4
Section 15:	ALL
Section 17:	N/2, N2S/2
Section 22:	SW/4NE/4, SE/4
Section 23:	ALL
Section 24:	NW/4, N/2SW/4, SE/4, S/2NE/4, NW/4NE/4
Section 25:	ALL
Section 36:	ALL

Township 1 South, Range 15 East, N.M.P.M.

Section 7:	S/2N/2, S/2
Section 8:	W/2
Section 17:	ALL
Section 18:	ALL

Section 19: NE/4, N/2SE/4, E/2NW/4, NE/4SW/4, Lots 1, 2 and 3
Section 20: W/2, W/2SE/4
Section 21: SW/4
Section 28: ALL
Section 29: E/2, E/2W/2, NW/4NW/4
Section 31: E/2SW/4, SE/4, Lots 3 and 4

And;

A non-exclusive easement along the existing roadway across Section 3, Township 1 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico, being 25 feet in width, 12.5 feet on either side of the following described centerline:

BEGINNING at the most Northerly point of this easement, a point on the New Mexico Base Line, whence an aluminum cap at the section corner common to Sections 3 and 4, T1S, R14E, N.M.P.M. of the U.S.G.L.O. Surveys bears N 89°52'27" W, a distance of 802.26 feet;

THENCE from the point of beginning and leaving the base line S 6°21'33" W, 281.74 feet to an angle point;

THENCE S 16°21'29" W, 518.27 feet to an angle point;

THENCE S 7°46'40" W, 608.72 feet to an angle point;

THENCE S 6°07'10" E, 276.89 feet to an angle point;

THENCE S 0°13'41" W, 268.13 feet to an angle point;

THENCE S 7°48'25" E, 589.07 feet to an angle point;

THENCE S 19°34'06" E, 761.32 feet to an angle point;

THENCE S 11°15'20" E, 355.74 feet to an angle point;

THENCE S 22°02'48" E, 586.09 to an angle point;

THENCE S 27°49'08" E, 1233.78 feet to the South line of Section 3, and the end of this easement, whence an aluminum cap for the section corner common to Sections 3, 4, 9 and 10, T1S, R14E, bears S 89°55'19" W, a distance of 1763.24 feet.

Agreement 21:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0056 dated June 1, 2020, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0056 filed of record on May 19, 2022 as Document No. 202203258, Book 2022, Page 3258; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206573, Book 2022, Page 6573; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 5: NE4

Township 2 South, Range 12 East, N.M.P.M.

Section 14: W2; W2E2

Section 15: All

Section 16: All

Section 21: N2

Section 22: W2; NE4; NW4SE4; SW4SE4

Agreement 22:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0058 dated June 1, 2020, entered into by and between Tecolote Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0058 filed of record on September 28, 2020 as Document No. 202005284, Book 2020, Page 5284; as assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated November 25, 2020, filed for record on December 7, 2020 as Document No. 202006964, Book 2020, Page 6964; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated December 3, 2020, filed of record on December 7, 2020 as Document No. 202006963, Book 2020, Page 6963; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206574, Book 2022, Page 65; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M.

Section 1: W2

Section 2: S2; NE4

Section 12: NW4; NW4SW4; NE4SW4

Agreement 23:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0062 dated June 1, 2020, entered into by and between Tecolote Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0062 filed of record on September 28, 2020 as Document No. 202005285, Book 2020, Page 5285; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated November 25, 2020, filed of record on December 7, 2020 as Document No. 202006965, Book 2020, Page 6965; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206575, Book 2022, Page 6575: all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 13 East, N.M.P.M.

Section 12: S2

Township 1 South, Range 14 East, N.M.P.M.

Section 7: S2; NE4

Section 8: S2S2; N2NW4; NW4NE4

Section 9: W2

Section 16: All

Section 18: N2N2

Agreement 24:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0107 dated October 21, 2022, entered into by and between Mesa Canyons Wind LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0107 filed of record on October 27, 2022 as Document No.202206674, Book 2022, Page 6674, in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 15 East, N.M.P.M.

Section 8: E2

Section 9: S2; S2N2

Section 16: All

Section 19: S2S2

Section 20: NE4; E2SE4

Section 21: N2; SE4

Agreement 25:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0094 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0094 filed of record on July 8, 2022 as Document No. 202204252, Book 2022, Page 4252; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206572, Book 2022, Page 6572; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 12 East, N.M.P.M.

Section 36: NE4; SE4; SW4; E2NW4

Township 1 South, Range 13 East, N.M.P.M.

Section 16: All

Section 32: S2; NE4; E2NW4

Section 34: E2E2

Section 35: N2N2; SW4NW4; W2SW4; SE4SE4

Section 36: All

Township 2 South, Range 12 East, N.M.P.M.

Section 1: N2; SE4

Section 2: E2SE4; SE4NE4; Lot 1

Township 2 South, Range 13 East, N.M.P.M.

Section 1: NE4SE4; SE4SE4; SE4NE4; SW4SW4

Section 2: All

Section 3: E2E2

Section 10: E2NE4

Section 11: W2W2; NE4SE4

Section 12: NE4NE4; NW4SE4

Section 13: NE4NE4; NE4SW4; NW4NE4

Section 14: NE4NW4; NW4NE4; NW4NW4; NW4SE4

Section 23: SE4NE4
Section 24: NW4NE4
Section 25: NE4SE4; NW4SE4
Section 26: NE4NE4; NW4NE4

Township 2 South, Range 14 East, N.M.P.M.

Section 16: All
Section 17: N2N2; SE4NW4; SE4SE4
Section 18: NE4NE4; SW4NE4; Lot 4
Section 19: SE4NW4
Section 20: S2
Section 28: N2N2
Section 29: N2
Section 30: N2; E2SE4; NE4SW4

Agreement 26:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0095 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0095 filed of record on July 8, 2022 as Document No. 202204253, Book 2022, Page 4253; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206576, Book 2022, Page 6576; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 14 East, N.M.P.M.

Section 36: All

Township 2 South, Range 15 East, N.M.P.M.

Section 8: S2SE4

Section 15: SW4; W2SE4

Section 16: All

Section 21: SE4; W2NE4

Section 29: All

Section 32: All

Section 33: All

Agreement 27:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0096 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0096 filed of record on July 8, 2022 as Document No. 202204254, Book 2022, Page 4254; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206577, Book 2022, Page 6577; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 2 South, Range 12 East, N.M.P.M.

Section 23: E2SE4
Section 24: S2
Section 25: N2; NE4SW4; S2SW4; SE4
Section 26: E2NE4; E2SE4
Section 35: E2NE4; E2SE4
Section 36: All

Township 2 South, Range 13 East, N.M.P.M.

Section 19: Lot 1, 2, 3, 4; E2W2; E2
Section 29: All
Section 30: Lot 1, 2, 3, 4; E2W2; E2
Section 31: Lot 1, 2, 3, 4; E2W2; E2
Section 32: All
Section 33: W2W2

Township 3 South, Range 12 East, N.M.P.M.

Section 1: Lot 1, 2, 3, 4; S2N2; N2SW4; N2SE4; SE4SE4
Section 2: Lot 3, 4; S2NW4; S2
Section 13: SE4NE4; S2SW4; SE4
Section 14: E2SE4
Section 24: NE4NE4; NW4NW4; S2N2; S2
Section 25: N2N2; E2SE4

Section 26: SW4NE4; S2NW4; W2SE4
Section 35: NE4
Section 36: All

Township 3 South, Range 13 East, N.M.P.M.

Section 4: Lot 1, 2, 3, 4; S2N2; S2
Section 5: Lot 1, 2, 3, 4; S2N2; S2
Section 6: Lot 2, 3, 4, 5, 6, 7; SW4NE4; SE4NW4; E2SW4; N2SE4; SE4SE4
Section 7: Lot 1, 2, 3, 4; S2NE4; E2NW4; E2SW4; SE4
Section 8: N2; NW4SW4; S2S2
Section 9: All
Section 10: All
Section 15: All
Section 16: All
Section 17: All
Section 18: Lot 3, 4; NE4; SE4SW4; S2SE4
Section 19: Lot 1, 2, 3, 4; E2; E2W2
Section 20: NE4NE4; S2N2
Section 21: N2
Section 22: N2
Section 23: E2NE4
Section 26: SW4SW4
Section 27: NW4NE4
Section 29: S2SE4
Section 30: Lot 1; N2NE4; NE4NW4
Section 32: All
Section 34: NE4NE4

Agreement 28:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0097 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0097 filed of record on July 8, 2022 as Document No. 202204255, Book 2022, Page 4255; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206578, Book 2022, Page 6578; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 3 South, Range 13 East, N.M.P.M.

Section 36: All

Township 3 South, Range 14 East, N.M.P.M.

Section 19: Lot 4

Section 30: Lot 1, 2, 3, 4; E2W2

Section 31: Lot 1, 2, 3, 4; E2W2

Section 32: All

Section 34: S2

Section 36: All

Township 3 South, Range 15 East, N.M.P.M.

Section 32: All

Township 4 South, Range 13 East, N.M.P.M.

Section 2: Lot 1, 2, 3, 4; S2N2; S2

Section 11: S2

Section 16: All

Township 4 South, Range 14 East, N.M.P.M.

Section 2: Lot 1, 2, 3, 4; S2N2; S2

Section 16: All

Township 4 South, Range 15 East, N.M.P.M.

Section 5: Lot 1, 2, 3, 4; S2N2; S2

Section 6: Lot 1, 3, 4, 6, 7; S2NE4; SE4NW4; E2SW4; SE4

Agreement 29:

Landowner:

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

Landowner Documents:

Business Lease EW-0098 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0098 filed of record on July 8, 2022 as Document No. 202204256, Book 2022, Page 4256; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October 24, 2022 as Document No. 202206579, Book 2022, Page 6579; all in the Records of Lincoln County, New Mexico

Legal Description:

Township 4 South, Range 13 East, N.M.P.M.

Section 36: All

Township 4 South, Range 14 East, N.M.P.M.

Section 32: All

Township 5 South, Range 14 East, N.M.P.M.

Section 1: Lot 1, 2; W2NE4; NW4; W2SW4

Section 2: All

Section 6: W2SE4

Section 7: N2NE4; E2NW4

Section 8: E2NE4; N2NW4

Section 9: NW4

Section 11: N2NE4; SE4NE4; NE4NW4

Section 12: NW4

Section 16: N2

Agreement 30

Landowner:

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

Landowner Documents:

Option Agreement for Land Lease and Wind Easement dated September 12, 2017, entered into by and between The Regents of New Mexico State University and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on September 15, 2017 as Document No. 201705127, Book 2017, Page 5127; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement filed of record on October 13, 2020 as Document No. 202005674, Book 2020, Page 5674; as partially assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Partition, Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement filed of record on December 14, 2022 as Document No. 202207592, Book 2022, Page 7592; all in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 14 East, N.M.P.M., Lincoln County, New Mexico

Section 9: NE4; NE4SE4

Section 10: NW4NW4

Agreement 31

Landowner:

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

Landowner Documents:

Grant of Access Easement dated May 22, 2023 entered into by and between The Regents of New Mexico State University and SunZia Wind South LLC, a Delaware limited liability company, filed of record on June 1, 2023 as Document No. 202302709, Book 2023, Page 2709, in the Records of Lincoln County, New Mexico

Legal Description:

A CENTERLINE DESCRIPTION FOR A 20-FOOT WIDE ROAD EASEMENT ACROSS A NEW MEXICO STATE UNIVERSITY TRACT SITUATED IN SECTION 3, TOWNSHIP 1 SOUTH, RANGE 14 EAST, N.M.P.M., LINCOLN COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND DISTANCES AS FOLLOWS:

BEGINNING at the most northerly point of this easement, a point on the New Mexico base Line, whence an aluminum cap at the section corner common to Sections 3 and 4, T.1S., R.14E., N.M.P.M. of the U.S.G.L.O. Surveys bears, N 89° 52' 27" W, a distance of 802.26 feet;

THENCE from the place of beginning and leaving the base line S 06° 21' 33" W, 281.74 feet to an angle point;

THENCE S 16° 21' 29" W, 518.27 feet to an angle point;

THENCE S 07° 46' 40" W, 608.72 feet to an angle point;

THENCE S 06° 07' 10" E, 276.89 feet to an angle point;

THENCE S 00° 13' 41" W, 268.13 feet to an angle point;

THENCE S 07° 48' 25" E, 589.07 feet to an angle point;

THENCE S 19° 34' 06" E, 761.32 feet to an angle point;

THENCE S 11° 15' 20" E, 355.74 feet to an angle point;

THENCE S 22° 02' 48" E, 586.09 feet to an angle point;

THENCE S 27° 49' 08" E, 1233.78 feet to a point on the south line of said Section 3 and being the point of termination, whence an aluminum cap for the section corner common to sections 3, 4, 9 and 10, T.1S., R.14E, N.M.P.M. bears, S 89° 55' 19" W, a distance of 1763.24 feet. Said centerline tract containing a total centerline length of 5479.75 feet, or 332.11 rods, and 2.52 acres, more or less.

Notes

1) Bearings and coordinates shown hereon are NAD83 (2011), grid and conform to the New Mexico Coordinate System, "New Mexico Central Zone", U.S. feet.

- 2) This survey was completed without the benefit of an abstract of title. There may be easements or other matters of record not shown. Record information shown hereon were provided by the client.
- 3) A description of same data accompanies this plat.

Agreement 32

Landowner:

MICHAEL J. WILKE and LOIS J. WILKE, husband and wife

Landowner Documents:

Grant of Access Easement dated September 13, 2023, entered into by and between Michel J. Wilke and Lois J. Wilke, husband and wife, and SunZia Wind South LLC, a Delaware limited liability company, filed of record on September 25, 2023 as Document No. 202304947, in Book 2023, Page 4947, in the records of Lincoln County, New Mexico

Legal Description:

Township 1 South, Range 12 East, N.M.P.M., Lincoln County, New Mexico

Section 35: All

Section 36: All



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 23

SUBJECT:

Discussion and Approval of the 4th and Final Renewal of the Agreements Between the County of Lincoln and Ventura Plumbing, Heating and Cooling for HVAC Services and Plumbing Services

Tuesday, November 14, 2023

**4TH AND FINAL RENEWAL OF AGREEMENT BETWEEN
THE COUNTY OF LINCOLN AND
VENTURA PLUMBING, HEATING & COOLING
FOR HEATING AND AIR CONDITIONING
PREVENTIVE MAINTENANCE SERVICES – RFP 20-21-005**

WHEREAS, Lincoln County and Ventura Plumbing, Heating & Cooling entered into an Agreement effective October 20, 2020, to provide Heating and Air Conditioning Preventative Maintenance Services to Lincoln County; and

WHEREAS, the original term of the Agreement provided for a one (1) year term which the County has the right to extend on an annual basis (or a portion thereof) and by mutual agreement, for up to three (3) additional years. The Agreement provides that, under no circumstances will the term of the Agreement, including any extension thereto, exceed four (4) years, unless terminated pursuant to paragraph 4 (Termination) or paragraph 6 (Appropriations). In accordance with §13-1-150 (B) NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years except as set forth in §13-1-150 NMSA 1978; and

WHEREAS, on October 19, 2023, the County extended the Agreement for a period of 30 days beginning October 20, 2023, and terminating November 19, 2023; and

WHEREAS, the County desires to exercise its final renewal option to extend the Agreement beginning November 20, 2023, and terminating October 19, 2024. All terms and conditions as set forth in the original Agreement shall remain in full force and effect during the course of this 4th and final renewal of the Agreement.

NOW THEREFORE, the parties agree that this Agreement will continue beginning November 20, 2023 and terminating October 19, 2024.

COUNTY OF LINCOLN:

CONTRACTOR:

**VENTURA PLUMBING, HEATING
& COOLING**

By: Todd F. Proctor
Its: Chairman of the
Board of County Commissioners

By: John Paul Ventura
Its: Owner

Dated this 14th day of November, 2023.

Dated this _____ day of November, 2023.

**4TH AND FINAL RENEWAL OF AGREEMENT BETWEEN
THE COUNTY OF LINCOLN AND
VENTURA PLUMBING, HEATING & COOLING
FOR PLUMBING
PREVENTIVE MAINTENANCE SERVICES – RFP 20-21-005**

WHEREAS, Lincoln County and Ventura Plumbing, Heating & Cooling entered into an Agreement effective October 20, 2020, to provide Plumbing Preventative Maintenance Services to Lincoln County; and

WHEREAS, the original term of the Agreement provided for a one (1) year term which the County has the right to extend on an annual basis (or a portion thereof) and by mutual agreement, for up to three (3) additional years. The Agreement provides that, under no circumstances will the term of the Agreement, including any extension thereto, exceed four (4) years, unless terminated pursuant to paragraph 4 (Termination) or paragraph 6 (Appropriations). In accordance with §13-1-150 (B) NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years except as set forth in §13-1-150 NMSA 1978; and

WHEREAS, on October 19, 2023, the County extended the Agreement for a period of thirty days beginning October 20, 2023, and terminating November 19, 2023; and

WHEREAS, the County desires to exercise its final renewal option to extend the Agreement beginning November 20, 2023, and terminating October 19, 2024. All terms and conditions as set forth in the original Agreement shall remain in full force and effect during the course of this 4th and final renewal of the Agreement.

NOW THEREFORE, the parties agree that this Agreement will continue beginning November 20, 2023, and terminating October 19, 2024.

COUNTY OF LINCOLN:

CONTRACTOR:

**VENTURA PLUMBING, HEATING
& COOLING**

By: Todd F. Proctor
Its: Chairman of the
Board of County Commissioners

By: John Paul Ventura
Its: Owner

Dated this 14th day of November, 2023.

Dated this ____ day of November, 2023.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 24

SUBJECT:

Lincoln County Road Department:

- a. Review and Discussion of Road Maintenance Plan
- b. Approval of Month-to-Month Contract Extension for the D6T Dozer and the CSB56 Roller
- c. Discussion and Approval of Surcharge Increase in the Amount of \$4,000.00 for Mack Granite Dump Truck

Tuesday, November 14, 2023

ROAD PROJECTS & MAINTENANCE PLAN

LINCOLN COUNTY NEW MEXICO
ROAD SUPERINTENDENT-JEFF HONEYCUTT



PROJECTS LAST 3 YEARS

1. JUNIPER SPRINGS DOUBLE PEN CHIP SEAL-GRANT \$242,489 MATCH \$80,830 TOTAL \$323,319 LGRF GRANT
2. FORT STANTON ROAD RECONSTRUCTION-GRANT \$1,790,725 MATCH \$94,275.00 TOTAL 1,885,000 ECONOMIC GRANT
3. GAVILAN CANYON RIGHT TURN LANE-GRANT \$299,381 MATCH \$99,794 TOTAL \$399,175 LGRF GRANT
4. GAVILAN CANYON 4.2 MILES MILL/INLAY (JONIT WITH RUIDOSO)-MATCH \$75,000 TOTAL 1,400,000
5. MICRO SURFACE SCHLARB RD, FFA RD, JUNIPER SPRINGS RD, ALPINE VILLAGE RD & MUSKETBALL DR-GRANT \$389,523 MATCH \$20,501 TOTAL \$410,024 SERTPO GRANT

TOTAL FOR ALL PROJECTS

GRANT \$4,047,118 MATCH \$370,400



CURRENT PROJECTS

1. LOWER EAGLE CREEK RD DRAINAGE IMPROVEMENTS PHASE I-GRANT \$630,750
MATCH \$210,250 TOTAL \$841,000 LGRF GRANT
2. PALO VERDE SLOPES DRAINAGE IMPROVEMENTS PHASE I-GRANT \$1,100,000
MATCH \$200,000 TOTAL \$1,300,000 COLONIAS GRANT
3. PERRY SPRING TRL BOX CULVERTS AND DESIGN-GRANT \$325,000 COMMISSION
FUNDED
4. FORT LONE TREE RD CHIPSEAL DOUBLE PEN AND DESIGN-GRANT \$678,547
MATCH \$35,748 ESTIMATED TOTAL \$714,296 SERTPO GRANT
5. FAIRGROUNDS PARKING LOT/FENCING/DRAINAGE PHASE 1A-COMMISSION
FUNDED \$1,100,000

TOTAL FOR ALL PROJECTS

GRANT \$2,409,297 MATCH \$545,998 COMMISSION FUNDED \$1,425,000

CURRENT FUNDING AND MATCH FOR LAST 3 YEARS AND CURRENT PROJECTS

TOTAL GRANT FUNDING LAST 3 YRS TO DATE	COMMISSION FUNDING TO DATE	COUNTY MATCH TO DATE
<u>\$6,456,415</u>	<u>\$1,425,000</u>	<u>\$916,398</u>

POTENTIAL FUNDING SOURCES

FUTURE PROJECTS SHOULD BE PLACED ON THE ICIP/CAPITAL
OUTLAY LIST TO INCREASE CHANCES OF FUTURE FUNDING

1. LOCAL GOVERNMENT ROAD FUND (LGRF) 25% MATCH
2. COLONIAS GRANT LOAN AND MATCH COMPONENT
3. WATER TRUST BOARD LOAN AND MATCH COMPONENT
4. SOUTHEASTERN REGIONAL TRANSPORTATION
ORGANIZATION (SERTPO) 5% MATCH
5. CAPITAL OUTLAY
6. JUNIOR BILL
7. COMMISSION FUNDED



FUTURE PROJECTS

1. VEHICLE BRIDGE FAIRGROUNDS-\$1,400,000 ESTIMATED WATER TRUST BOARD (2ND ROUND)
2. PEDESTRIAN/LIVESTOCK BRIDGE-\$1,700,000 PARTIALLY FUNDED FEDERAL NMDOT GRANT
3. FAIRGROUNDS PROJECT DRAINAGE IMPROVEMENTS/WASH RACK/FENCING PHASE 1B-\$1,100,000 COMMISSION FUNDED
4. EL VALLE LOOP DOUBLE PEN CHIPSEAL WITH MICRO 2.75 MILES-\$1,000,000 ESTIMATED COST NO FUNDING YET
5. ENCHANTED FORESTLOOP DOUBLE PEN CHIPSEAL WITH MICRO 1.25 MILES-\$425,000 ESTIMATED COST NO FUNDING YET
6. MICO SURFACING BANCROFT/DAWSON/HIGH MESA/CEDAR CREEK-\$500,000 ESTIMATED COST NO FUNDING YET

TOTAL FOR PROJECTS

GRANT ESTIMATED \$4,725,000 MATCH ESTIMATED \$650,000 COMMISSION FUNDED \$1,100,000

Jeffrey Honeycutt

From: Lewis Armstrong <Lewis.Armstrong@cat.com>
Sent: Monday, November 6, 2023 2:49 PM
To: Veronica Huber; Jeffrey Honeycutt
Cc: Eugene Mora
Subject: RE: LINCOLN, NM, COUNTY OF - End Of Lease Intent - 001-0959021-000

Hello Veronica,

The monthly payment will stay the same. As for the warranty they would have to purchase that separately from the dealer or finance with Cat Card. Please let me know if I can assist further.

Lewis

Caterpillar: Confidential Green

From: Veronica Huber <Veronica.Huber@cat.com>
Sent: Monday, November 6, 2023 2:39 PM
To: Lewis Armstrong <Lewis.Armstrong@cat.com>; jhoneycutt@lincolncountynm.gov
Cc: Eugene Mora <mora_eugene@wagnerequipment.com>
Subject: Re: LINCOLN, NM, COUNTY OF - End Of Lease Intent - 001-0959021-000

Lewis,

Can you answer the below questions:

When these units go month to month, what is the monthly payment to the County? Can the warranty be extended until new machines arrive?

Thanks,

Veronica Huber
Territory Manager – New Mexico
Caterpillar Financial Services Corporation
Mobile: 706-905-8826
Email: veronica.huber@cat.com

www.catfinancial.com | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#)

Caterpillar: Confidential Green

From: Lewis Armstrong <Lewis.Armstrong@cat.com>
Sent: Monday, October 30, 2023 11:15:01 AM
To: jhoneycutt@lincolncountynm.gov <jhoneycutt@lincolncountynm.gov>; ntaylor@lincolncountynm.gov

<ntaylor@lincolncountynm.gov>

Cc: Veronica Huber <Veronica.Huber@cat.com>

Subject: LINCOLN, NM, COUNTY OF - End Of Lease Intent - 001-0959021-000

Hello LINCOLN, NM, COUNTY OF,

We hope you've enjoyed your lease experience with Cat Financial. Now it's time to declare your option.

Expiration Date: 01/17/2024

Contract: 001-0959021-000

Model: D6T

Serial Number: NDY00526

Below are your options:

1. Purchase the machine in full
2. Finance the purchase price for 12, 24, 36, or 48 months
3. Extend the Lease for 12, 24, or 36 months (approval required)
4. Place the contract on month-to-month rental payments
5. Return the machine to your local - **WAGNER EQUIPMENT CO.**

Please advise on your intended course of action and I will have the appropriate documents prepared.

Thank you for choosing Caterpillar Financial for your financing needs.

Lewis H. Armstrong Jr.

Lease Consultant

Caterpillar Financial Services Corporation

Direct line 1 615 341 1965

Toll Free 1-800-651-0567

Lewis.Armstrong@cat.com

Learn about what we offer: [Financing](#) | [Cat Card](#) | [Customer Value Agreements](#) | [Extended Protection](#)

Manage your account or apply for a Cat Card: <https://mycatfinancial.cat.com/>

Caterpillar: Confidential Green

**CUSTOMER STATEMENT**

PAGE 1 OF 1

LINCOLN, NM, COUNTY OF

STATEMENT NUMBER: 34434971

CUSTOMER NUMBER: 1970922

DUE DATE: 10/18/23

AMOUNT DUE: \$3,503.74

*Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you
and look forward to our continued relationship.*

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-0959021-000	D6T / NDY00526	TRACK TYPE TRACTOR Payment	18-Oct-2023			\$3,503.74
AMOUNT DUE ON CONTRACT 001-0959021-000						\$3,503.74
Last Payment Received Date		11-Sep-2023		\$7,397.53		

Received by Lincoln County

OCT 02 2023

FINANCE DEPARTMENT

TOTAL AMOUNT DUE

\$3,503.74

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

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

APPROVED FOR PAYMENT

AMOUNT

ACCOUNT NO.

DEPT HEAD SIGNATURE

DATE

PAID ON

PO #

CHECK#

CLOSE Y

(N)

S
Dr.**CONTACT US**

CUSTOMER SERVICE

U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

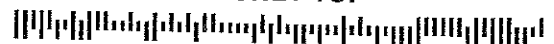


STATEMENT NUMBER: 34434971

CUSTOMER NUMBER: 1970922

DUE DATE: 10/18/23

AMOUNT DUE: \$3,503.74

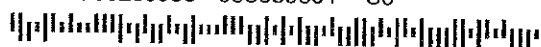
SEND PAYMENT ONLY TO:

Caterpillar Financial Services Corporation

P.O. Box 100647

Pasadena, CA 91189-0647

PIP11C00203388 - 588039864 - S3



LINCOLN, NM, COUNTY OF

300 CENTRAL AVE.

P.O. BOX 711

CARRIZOZO NM 88301-0711

0034434971 9999 231018 10000350374

**CUSTOMER STATEMENT**

USA-R-0005

PRINTED ON October 13, 2023

PAGE 1 OF 1

LINCOLN, NM, COUNTY OF

STATEMENT NUMBER: 34512115

CUSTOMER NUMBER: 1970922

DUE DATE: 11/07/23

AMOUNT DUE: \$1,694.43

*Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you
and look forward to our continued relationship.*

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-0957150-000	CS56B / S5600836	VIBRATORY COMPACTOR				
		Payment	07-Nov-2023			\$1,694.43
		AMOUNT DUE ON CONTRACT 001-0957150-000				\$1,694.43
		Last Payment Received Date 25-Sep-2023		\$19,399.39		

Received by Lincoln County

OCT 30 2023

FINANCE DEPARTMENT

TOTAL AMOUNT DUE

\$1,694.43

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

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

APPROVED FOR PAYMENT

AMOUNT

1694.43

ACCOUNT NO.

402402900

DEPT HEAD SIGNATURE

DATE

PAID ON

CHECK#

PO #

916253

CLOSE Y

N

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CONTACT US

CUSTOMER SERVICE

U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com



STATEMENT NUMBER: 34512115

CUSTOMER NUMBER: 1970922

DUE DATE: 11/07/23

AMOUNT DUE: \$1,694.43

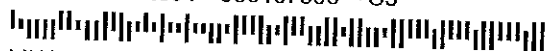
SEND PAYMENT ONLY TO:

Caterpillar Financial Services Corporation

P.O. Box 100647

Pasadena, CA 91189-0647

PISJ8C00102391 - 588107308 - S3



LINCOLN, NM, COUNTY OF

300 CENTRAL AVE.

P.O. BOX 711

CARRIZOZO NM 88301-0711

0034512115 9999 231107 20000169443

Jeffrey Honeycutt

From: Ryan Linson <rlinson@brucknertruck.com>
Sent: Thursday, October 26, 2023 2:22 PM
To: Jeffrey Honeycutt
Cc: Toni Foligno Purchasing Agent
Subject: Updated Pricing - Mack Material Surcharge
Attachments: Lincoln County - 2024 Mack GR64B 13CY Dump - CES Quote Surcharge.pdf; Bruckner Mack - 2020-31B Price List - 05232022 with Surcharge.xlsx; Martin P Weissburg Customer Letter 10-19-2022 - Surcharge.pdf

Jeff,

As mentioned, shortly after receiving the PO on the Mack Granite dump truck, Mack had announced a \$4,000 Material Surcharge that would be applied to all 2024 model year HD trucks. Your truck was invoiced with this additional surcharge.

Attached are the updated CES quote, Letter for Mack, and my CES Price Book. The price book states that CES members should build contingencies into their PO's to cover potential surcharges. Prior to delivery, will require an amended PO, reflecting the adjusted pricing. Please let your purchasing office know that CES will need to be aware that the original PO is being adjusted/amended. Otherwise they think that it is a new order.

Please review this information and let me know if you have any questions.

Note: Your new unit should be completed within the next 2-3 weeks.

Best Regards,

Ryan Linson
Governmental Contract Sales
8101 Daytona Rd. NW
Albuquerque, NM 87121
(505) 839-5907 phone
(505) 839-5990 fax
(505) 450-8464 cell
brucknertruck.com





Bruckner Truck Sales, Inc. CES Quote

Date: **October 26, 2023**

CUSTOMER INFORMATION	
Name:	County of Lincoln
Name:	
Address:	PO BOX 711

CSZ: **Carrizozo, NM 88301**

Phone: **(575) 354-2922** Cell: **575-808-1390**

Fax: Contact: **Jeff Honeycutt**

Email: **jhoneycutt@lincolncountynm.gov**

EQUIPMENT INFORMATION	
Stock #:	61483

Year: **2024**

Make: **Mack**

Model: **GR64BR**

VIN: **1M2GR4GC7RM040699**

Salesperson: **Ryan Linson**

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP8 13L	Wheelbase:	198"
Horsepower:	505HP - 1,860 lb/ft Torque	Frame:	11.81"x3.54"x0.437"
Engine Brake:	Powerleash	Interior Trim:	Standard- Steel Gray Vinyl
Transmission:	13spd M-Drive HD w/ Crawler Gear	Wheels Front:	Steel
Front Axle:	18,000lb	Wheels Rear:	Steel
Rear Axle:	40,000lb	Tire Size:	
Rear Suspension:	Mack Camelback Multi-Leaf	Tire Front:	315/80R22.5
Ratio:	3.79	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

13CY Beau Roc Dump Body (As Specified)

Elliptical Rock Body w/ Hi-Lift Gate (Included)

FOB - Albuquerque, NM

Mack Surcharge \$4,000 - All 2024 Model Year Trucks

CES Contract# 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	201,788.00	201,788.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity	1			
OTHER CHARGES:				
Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type: 5yr/250k Engine + EATS Warranty		4,524.00	4,524.00
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			\$206,312.00	206,312.00

Dealer Signature: _____

Customer Signature: _____

Date: **10/26/2023**

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

NOT AN INVOICE



To Mack Truck Customers,

Our industry has struggled over the past many months to manage through the global pandemic, supply chain disruptions, material and labor shortages, and high inflation. Unfortunately, we do not see significant improvement anytime soon.

Extraordinary increases on input costs including raw materials, labor, freight, and energy continue at an unprecedented pace. At Mack, we are working around the clock to mitigate these impacts. As part of the global Volvo Group, we have close and good relationships with our suppliers. Even with all the good work accomplished by our team, due to the ongoing increases from our suppliers, it is necessary that for model year 2024 production, we apply a \$4,000 surcharge on heavy-duty trucks and a \$2,000 surcharge on medium-duty trucks.

We do not make these decisions lightly. I recognize the impact these additional costs may have on your business and your current Mack Trucks orders. We will continue to build as many new Mack Trucks as we are able given the circumstances and will never compromise on the quality of our product. We want to remain a good business partner and will provide the flexibility that allows you to make the needed decisions for your business. We realize that you may choose to seek alternative solutions, so Mack will waive any cancellations penalties.

All of us at Mack are committed to delivering the best truck for your business needs. Please contact your local Mack Trucks dealer if you have any additional questions.

I appreciate your understanding and thank you for your business.

Sincerely,

Martin Weissburg
President
Mack Trucks

Mack Trucks
7900 National Service Road
Greensboro, NC 27409
USA

www.macktrucks.com

PURCHASE ORDER

914846

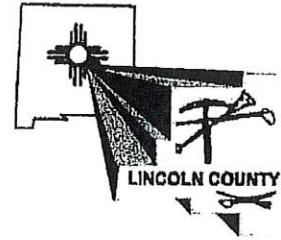
COUNTY OF LINCOLN

(575) 648-2385

Ship to: 300 Central Avenue

P.O. Box 711

Carrizozo, New Mexico 88301-0711

**IMPORTANT: INSTRUCTION FOR INVOICING AND SHIPPING**

1. Lincoln County is tax exempt under Gross Receipts Taxes #01-508838-003 or request an NTTC.
2. Taxes for services must be at the rate where the services are performed.
3. Merchandise is to be received F.O.B. Carrizozo, NM 88301, unless otherwise stated.
4. Purchase Order number must be accurate and appear on all invoices and packages.
5. If submitting Statements, attach a copy of each invoice to each statement.
6. Invoices are paid on a net 30 unless otherwise agreed upon.
7. Notify us immediately if you are unable to ship a complete order.

(ALL INSTRUCTIONS MUST BE COMPLIED WITH BEFORE PAYMENT CAN BE MADE.)

ADDRESS ALL INVOICES TO:

COUNTY OF LINCOLN

ACCOUNTS PAYABLE

P.O. BOX 711

CARRIZOZO, NEW MEXICO 88301-0711

PLEASE SEND ONE COPY OF YOUR INVOICE

WITH ORIGINAL BILL OF LADING

UNIT COST	QUANTITY	ARTICLE AND DESCRIPTION	LINE ITEM	EST. ACTUAL COST
195475.00	1.00	2024 MACK DUMPTRUCK MP8 13L	414-91-2935	195475.00
4525.00	1.00	5YR/260K ENG & EATS WARRANTY	414-91-2935	4525.00
2312.00	1.00	FUND TO MAKE UP BALANCE DUE	402-40-2132	2312.00
		CES CONTACT #2020-31B-C106-ALL		
		EXPIRES 2024		
		CO COMMISSION APPR. MAY 2022		
		13CY BEAU ROC DUMP		



FIXED ASSETS

APPROVED

By Bryan Hardy at 11:12 am, Sep 09, 2022

TO BE PAID FROM:

FISCAL YEAR

202312.00

VENDOR

11

PURCHASE ORDER NO

914846

BRUCKNER'S TRUCK & EQUIPMENT
BRUCKNER'S TRUCK SALES INC
8101 DAYTONA RD. NW
ALBUQUERQUE NM 87121

DATE

9/07/22

BY: 
PURCHASING OFFICER



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 25

SUBJECT:

Presentations in Response to RFP 23-24-3 Youth Mentoring Services and Positive Active Programming

Tuesday, November 14, 2023

**AGREEMENT
BETWEEN LINCOLN COUNTY AND
[insert entity]**

**FOR
YOUTH MENTORING SERVICES AND POSITIVE ACTIVE PROGRAMMING**

THIS AGREEMENT is made and entered into this ____ day of November, 2023, by and between the County of Lincoln, a political subdivision of the State of New Mexico, whose address is P.O. Box 711, Carrizozo, New Mexico 88301, acting by and through its duly elected Board of Commissioners, hereinafter referred to as “County” and _____, whose address is _____, hereinafter referred to as “Contractor.”

WITNESSETH

WHEREAS, Lincoln County received a legislative appropriation [Appropriation Number 23-ZH9241] for youth mentoring and positive active programming in Lincoln County; and

WHEREAS, Lincoln County solicited proposals for these youth services (RFP 23-24-3] on September 29, 2023; and

WHEREAS, the Lincoln County Board of Commissioners selected Contractor to provide these services to the youth of Lincoln County at its November 14, 2023, County Commission meeting, and

WHEREAS, both parties desire to enter this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to provide youth mentoring and positive active programming services as detailed in their proposal dated _____. Contractor’s proposal is incorporated and made a part of this Agreement and hereto identified as **Exhibit A**.
2. COMPENSATION.
 - A. The County shall pay _____ (\$_____) per month for services rendered, inclusive of New Mexico gross receipts tax.
 - B. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
 - C. The total amount of monies payable to the Contractor under this Agreement shall not exceed _____ Dollars (\$_____).

- D. Contractor shall submit a monthly report and invoice for services rendered. The report shall detail the youth mentoring and positive active programming utilized and outcomes realized.
 - E. Contractor shall make quarterly presentations to the County Commission. These presentations will inform the Commission as to how these funds are being utilized and the performance of the program.
3. TERM. The term of this Agreement begins on December 1, 2023 and ends June 15, 2024.
4. TERMINATION. This Agreement may be terminated by either party hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
5. CONTRACTOR STATUS. Contractor is an independent contractor performing certain services for the County and is not an employee of the County. As such, Contractor shall not receive leave, retirement, insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County. In addition, Contractor does not have the authority to commit or bind the County in any manner.
6. INSURANCE. Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:
- A. General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
 - B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Lincoln County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days' prior written notice provided to Lincoln County.
 - C. Contractor agrees to abide by the State of New Mexico Workman's Compensation Act.
7. CONFLICT OF INTEREST. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or service required under the Agreement.
8. GOVERNMENTAL CONDUCT ACT. The Contractor represents and warrants that it has complied and will continue to comply with all applicable provisions of the Governmental Conduct Act. Section 10-16-1, NMSA, 1978.
9. INDEMNIFICATION. Contractor agrees to accept responsibility for loss or damage to

10. ASSIGNMENT. Contractor will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.
11. RELEASE. Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its Elected Officials, Officers and Employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County unless Contractor has express written authority to do so, and then only within strict limits of that authority.
12. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.
13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New Mexico.

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

Pierre S. Pfeffer, Member
District IV

For / Against

Mark G. Fischer, Member
District V

For / Against

ATTEST:

Shannan Hemphill, Clerk

Insert Entity _____

By: _____

Its: _____

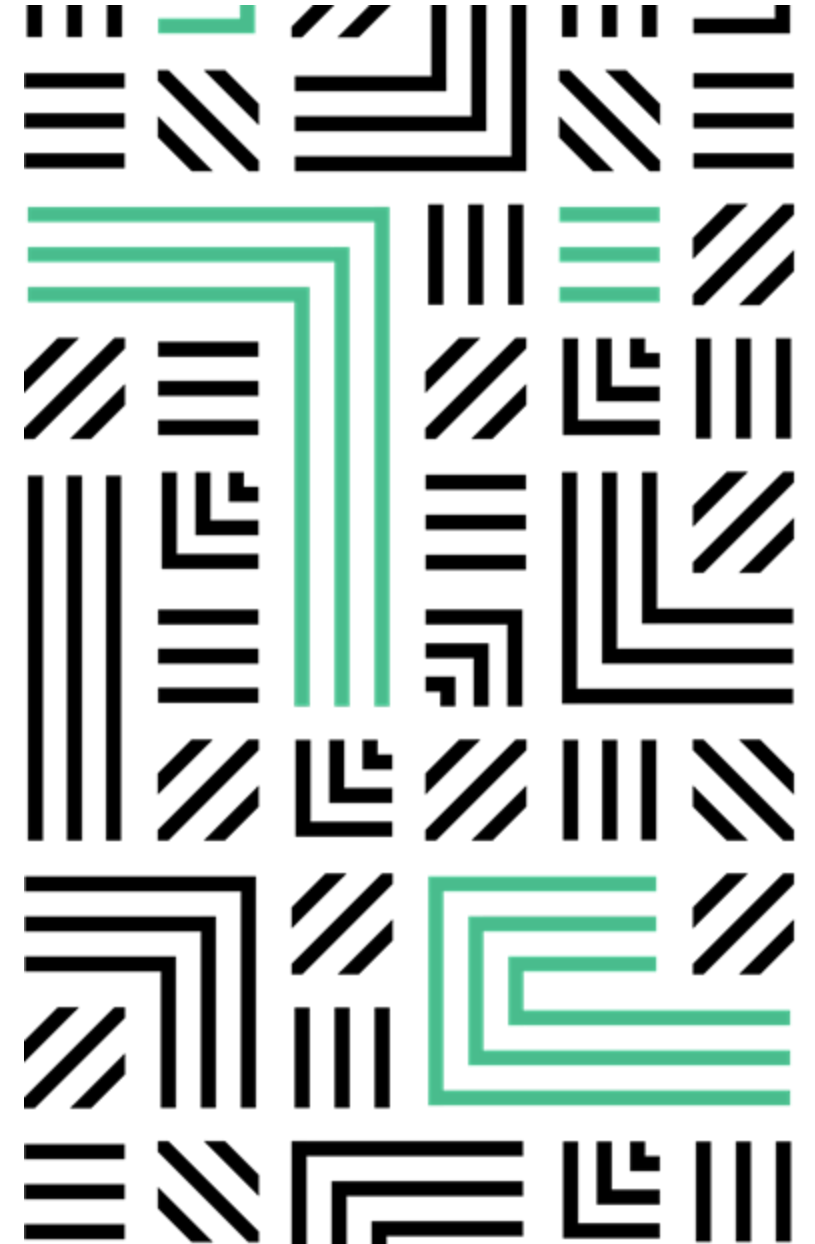


**Big Brothers
Big Sisters®**

Lincoln County RFP-24-3 Youth Mentoring

OUR STAFF

- Angela Reed Padilla
 - Chief Executive Officer (CEO)
- Brenda Dorsey
 - VP of Rural Programs
- Cynthia Bond
 - Program Coordinator
- Miguel Viscarra
 - Program Specialist



ENVIRONMENT FOR LINCOLN COUNTY YOUTH

- School-Based
 - In school mentoring, one hour/week
 - High school mentor elementary
 - SEL activities thru academic and play
- Community Based
 - Four hours/ month
 - Out of school time
 - Adults mentor children 6-18
 - SEL activities to learn, explore, and grow; academic, recreational



ACCESSIBILITY FOR FAMILIES

- On-site school-based – teachers refer mentors and mentees, help parents enroll
- Community programs - flexible interviews virtual or in person; bilingual forms
- Parents do not pay fees for services
- Advertisement on multiple platforms



YOUTH SERVICES SUCCESS PLAN

- Trauma-Informed Care – train staff, volunteers
- 22 Standards of Excellence for Quality, Impact
 - Recruitment and Enrollment
 - Match Support
 - Match Activities
 - Business ethics, staff/mentor training
- Addressing high risk factors
 - Individuals – stay in school, graduate on time
 - Family/friends – positive adult, stronger social skills



SOCIO-EMOTIONAL LEARNING (SEL)

- Academic success
 - College and career
 - Educational Mentoring
- Health and wellness
 - Physical and Mental
- Life skills
 - Social etiquette
 - Basic life skills
- Fitness and structured recreation

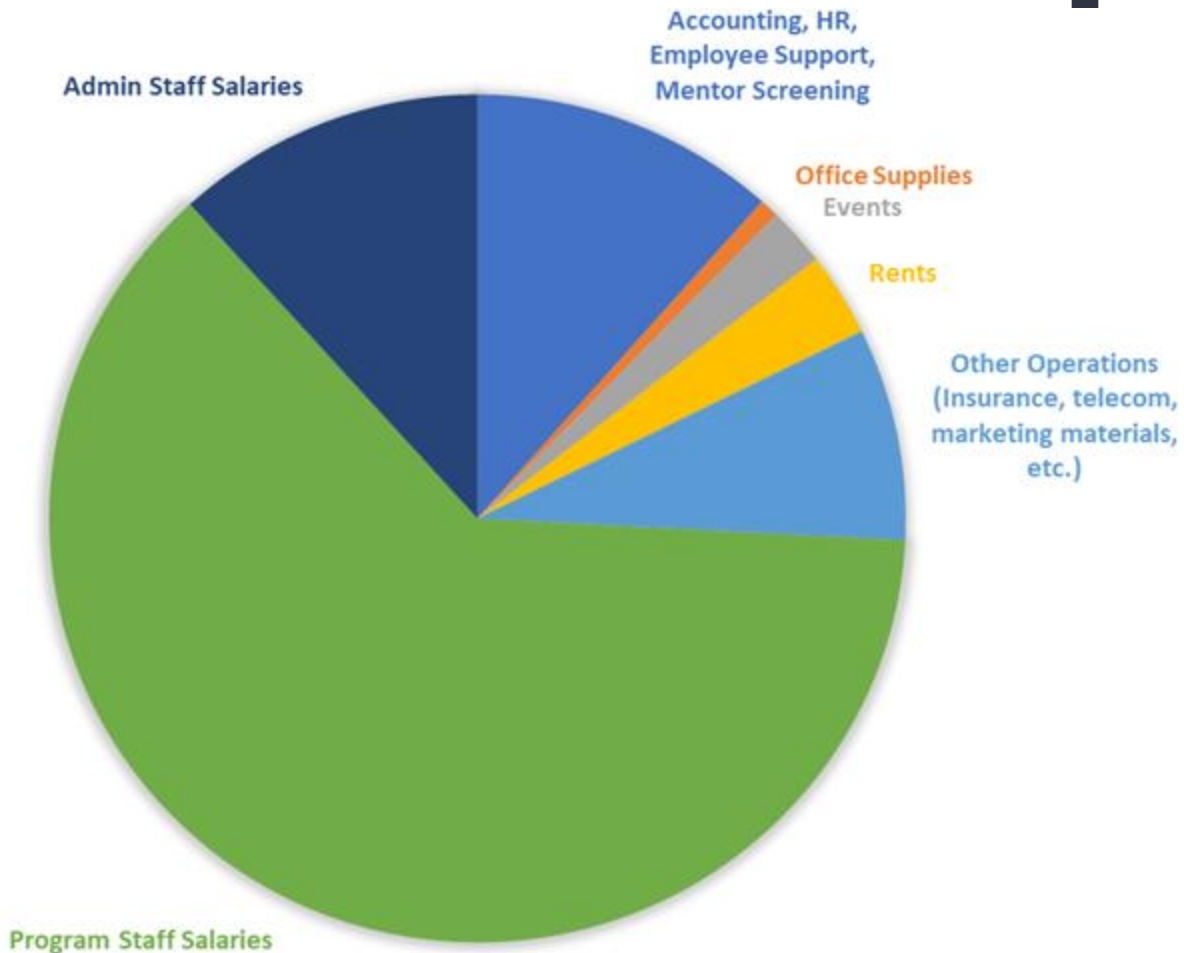


OUTCOMES AND IMPACT

- Projected Youth Served
 - 40 School-based children served CY 2024
 - 5 Community-based children served CY24
 - Continuing to grow program in CY25
- Evidence-Based Programs
 - Youth Development Plan (YODP)
 - Child/ Youth Outcome Surveys (COS/YOS) - maintain or improve in at least three areas
 - Academic Progress – earn credits to advance



PROGRAM COSTS



- Nearly 75% of all operating costs are salary and benefits expenses
 - Supporting 1-2 support specialists in FY24
 - Increases in salaries
 - Administrative costs are shared amongst the larger organization resulting in lower overall costs
- Operational costs
 - BBBSA fees, Insurance, Background check costs, telecommunications (internet, telephone, etc.)
 - Rent and occupancy fees
 - Event Costs
 - Office supplies

PROGRAM REVENUE

- Government Funding (66%)
 - State of New Mexico: \$10K (secured)
 - OJJDP federal : \$5K (secured)
 - Lincoln County: \$50-75K (projected)
- Private Funding (34%)
 - BBBS Donation Center: \$5K (partially secured;
 - Corporate Grants: \$5K (projected)
 - Individual Giving: \$5K(projected)
 - Fundraising Events and initiatives: \$30,000 (future years)

FUNDING FROM LINCOLN COUNTY

- Support 1-2 FTES to run programs
- Academic and event activities requiring fees, materials, and more
- Add schools
- Recruit/enroll youth in community-based program

PROJECTED SITE-BASED

RUIDOSO HIGH SCHOOL



WHITE
MOUNTAIN
ELEMENTARY
AND SIERRA
VISTA PRIMARY

CAPITAN HIGH
SCHOOL



CAPITAN
ELEMENTARY

FUTURE SCHOOLS/PROGRAMS

HONDO HIGH SCHOOL

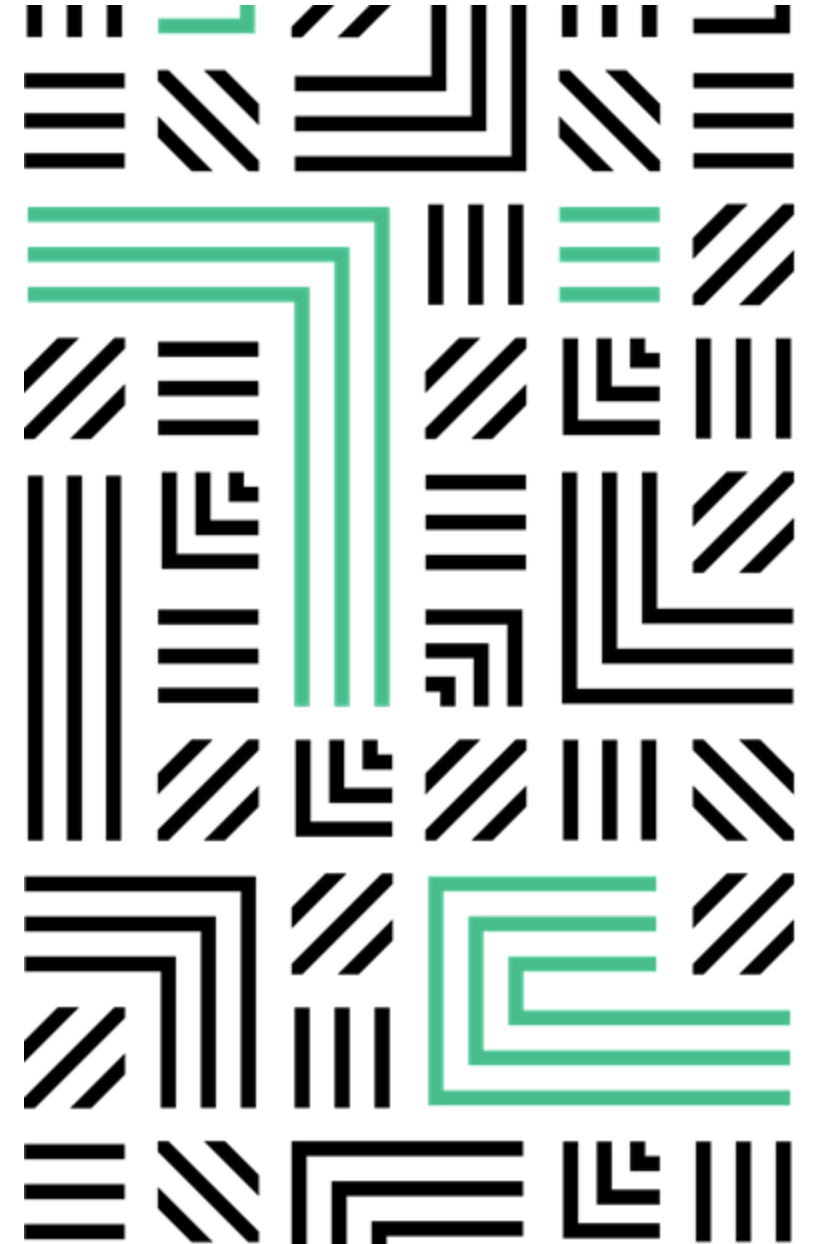


HONDO ELEMENTARY
SCHOOL



THANK YOU FROM OUR TEAM

- Angela Reed Padilla
 - Chief Executive Officer (CEO)
- Brenda Dorsey
 - VP of Rural Programs
- Cynthia Bond
 - Program Coordinator
- Miguel Viscarra
 - Program Specialist





County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 26

SUBJECT:

Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code During the Contract Negotiation Process, Section 10-15-1(H)(6); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2)

Tuesday, November 14, 2023

Alan P. Morel, P.A.

Attorney at Law

700 Mechem Drive, Suite 12
Post Office Box 1030
Ruidoso, New Mexico 88355-1030

Jira Plaza
Telephone (575) 257-3556
Facsimile (575) 257-3558

November 14, 2023

LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT: DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION, SECTION 10-15-1, SUBPARAGRAPH (H)(7); AND DISCUSSION OF THE PURCHASE ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1, SUBPARAGRAPH (H)(8); DISCUSSION OF COMPETITIVE SEALED PROPOSALS SOLICITED PURSUANT TO THE PROCUREMENT CODE DURING THE CONTRACT NEGOTIATION PROCESS, SECTION 10-15-1(H)(6); AND LIMITED PERSONNEL MATTERS, INCLUDING COUNTY MANAGER, MAKAYLA ZONFRILLI, CONTRACT REVIEW, SECTION 10-15-1, SUBPARAGRAPH (H)(2)

New or Updated Matters since last report *

1. **Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055**
Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.

2. **Roger Romero v. State of New Mexico – D-1226-CV-2018-00113 (Underlying Cases are: Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142)** A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.

On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.

On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.

3. **Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271** Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9, 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.

4. **Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al – U.S. Dist. Court Case No. 2:19-cv-00462** – Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail &

Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

5. **Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095** – Compromise and Settlement Agreement and Release executed on December 17, 2015.

6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for “malicious abuse of process”. County Defendants were served on November 2, 2021. The case is still pending.

7. **Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260** A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.

8. **Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions Group, LLC, et al, Cause No. 2:21-cv-01208** A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.

9. **Lionel Burns v. Lincoln County Sheriff’s Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032** A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.

On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.

10. ***Butch’s Properties, LLC v. Vera Cruz Ranches, et al, Cause No. D-1226-CV-2022-00166** A Complaint to Quiet Title was filed on the 18th day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26th day of August, 2022, and filed its Answer to the Complaint on the 26th day of September, 2022. On October 31, 2023, a Judgment of Quiet Title was entered by Judge John P. Sugg bringing this matter to a conclusion.

11. **Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199** A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants’ Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.

12. ***Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085**. A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD’s Health Plan Assessments to Counties are unconstitutional and void. Petitioners filed their Motion for Summary Judgment on November 3, 2023 which has yet to be ruled upon. The case is still pending.

13. ***Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192** A Complaint alleging improper oaths of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. A hearing on Defendants' Motion to Dismiss is scheduled to take place on December 15, 2023 at 3:00 p.m. The case is still pending.

14. **KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. D-1226-CV-2023-00147** A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County Defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. The case is still pending.

15. **Deer Park Valley Special Paving Assessments & Delinquencies**

Tort Claims Notices Received or Threatened

2023

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident / rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court,

Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

Wall, Ronald Gordon – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

2022

Schwartz, Neil – Tort Claim Notice received on February 10, 2022 alleging malicious and/or tortious actions and/or omissions by the State of New Mexico, the Lincoln County Sheriff's Department, the New Mexico State Police, and the Twelfth Judicial District Attorney's Office resulting in damages to Claimant including, but not limited to, infliction of mental pain and suffering, injuries to Claimant's reputation, and current and future loss of earnings.

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 27

SUBJECT:

Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active Programming

Tuesday, November 14, 2023



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 28

SUBJECT:

Authorization to Schedule Public Hearing to Consider Other Outdated or New
Lincoln County Ordinances

Tuesday, November 14, 2023