

**VILLAGE OF RUIDOSO
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, April 2, 2024 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG.

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Memorandum of Understanding Between Eastern New Mexico University-Ruidoso and the Village of Ruidoso for a Sheltering and Mass Care Facility.
2. Discussion on Memorandum of Understanding Between the Bureau of Land Management and the Village of Ruidoso, Sierra Blanca Regional Airport Regarding Public Use of Sierra Blanca Regional Airport Lands Outside the Security Fence and Adjacent to Bureau of Land Management Lands.
3. Discussion on Agreement between the Village of Ruidoso and the New Mexico Department of Cultural Affairs, New Mexico State Library Division for the Reimbursement of Expenditures, Per the 2022 State General Obligation Bond Appropriation in the Amount of \$47,038.82.
4. Discussion on Suspension of Work on ITB #2024-001B for Water Storage Tank Rehabilitation (Phase One) with D&R Tank Company for Two Hundred and Eighty (280) Days.
5. Discussion on Appeal Submitted by Don Sinclair for Denial of a Domestic Well Permit for 107 W. Riverside Dr.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2024-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Eric Queller, Emergency Manager

Meeting Date: April 2, 2024

Re: Discussion on Memorandum of Understanding Between Eastern New Mexico University-Ruidoso and the Village of Ruidoso for a Sheltering and Mass Care Facility.

Item Summary:

Discussion on Memorandum of Understanding Between Eastern New Mexico University-Ruidoso and the Village of Ruidoso for a Sheltering and Mass Care Facility.

Financial Impact:

None.

Item Discussion:

Memorandum of Understanding Between Eastern New Mexico University-Ruidoso and the Village of Ruidoso for a Sheltering and Mass Care Facility.

Recommendations:

To Discuss Memorandum of Understanding Between Eastern New Mexico University-Ruidoso and the Village of Ruidoso for a Sheltering and Mass Care Facility.

ATTACHMENTS:

Description

MOU

MEMORANDUM OF UNDERSTANDING

Sheltering and Mass Care Facilities

BETWEEN
VILLAGE OF RUIDOSO
AND
EASTERN NEW MEXICO UNIVERSITY RUIDOSO

THIS AGREEMENT is entered into this ____ day of April, 2024, between the Village of Ruidoso Office of Emergency Management (OEM) and the Eastern New Mexico University Ruidoso Branch Community College (ENMU-Ruidoso).

The Village of Ruidoso OEM will make every effort to notify ENMU-Ruidoso of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in Annex C of the Village of Ruidoso Emergency Operations Plan and is considered confidential information and is not subject to public disclosure.

ENMU-Ruidoso agrees to open its building located at 709 Mechem Dr., Ruidoso, NM 88345, to provide shelter and assistance to displaced evacuees during emergencies when Shelter and Mass Care are needed during the initial onset of the disaster and or emergency. ENMU-Ruidoso has the capacity to accommodate approximately 200 people for no more than 24 hours. The college cannot provide beds or showers.

ENMU-Ruidoso understands that their organization will be responsible for opening the building and developing procedures to make the building accessible, including restrooms, kitchen facilities, and areas for charging cellphones and connecting to wireless internet (if available) for the Village of Ruidoso evacuees.

The Village of Ruidoso OEM agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse ENMU-Ruidoso for any items, materials, equipment, or supplies that may be used by the program in the conduct of its sheltering and Mass Care activities in said facilities.

The Village of Ruidoso OEM will be responsible for replacing, restoring, or repairing damage occasioned by the use of the building, facilities, or equipment belonging to ENMU-Ruidoso.

The Village of Ruidoso OEM shall provide all release of information to the press and media about shelter operations. Requests for interviews or information submitted to ENMU-Ruidoso shall be directed to the Village of Ruidoso PIO office.

The Village of Ruidoso OEM will make every effort to recognize the hospitality of ENMU-Ruidoso in any press or media release pertaining to Shelter and Mass Care Operations happening in the facility.

This agreement shall become effective on _____ 2024 and may be modified upon mutual written consent of both parties.

The terms of this agreement, as modified with the consent of both parties, shall be self-renewable for a period of five years from the end date of the agreement unless written termination is given by either party. Either party, upon 60 days written notice to the other party, may terminate this agreement.

AND NOW, this _____ day of April, 2024, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Lynn D. Crawford
Mayor
Village of Ruidoso

Eric J. Queller
Emergency Manager
Village of Ruidoso

Attest:

Jini S. Turri, MMC
Clerk
Village of Ruidoso

(Name)
(Title)
ENMU-Ruidoso

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: April 2, 2024

Re: Discussion on Memorandum of Understanding Between the Bureau of Land Management and the Village of Ruidoso, Sierra Blanca Regional Airport Regarding Public Use of Sierra Blanca Regional Airport Lands Outside the Security Fence and Adjacent to Bureau of Land Management Lands.

Item Summary:

Discussion on Memorandum of Understanding Between the Bureau of Land Management and the Village of Ruidoso, Sierra Blanca Regional Airport Regarding Public Use of Sierra Blanca Regional Airport Lands Outside the Security Fence and Adjacent to Bureau of Land Management Lands.

Financial Impact:

This Does Not Have any Financial Impact on the Sierra Blanca Regional Airport or the Village of Ruidoso.

Item Discussion:

Memorandum of Understanding Between the Bureau of Land Management and the Village of Ruidoso, Sierra Blanca Regional Airport Regarding Public Use of Sierra Blanca Regional Airport Lands Outside the Security Fence and Adjacent to Bureau of Land Management Lands. Under the Old Agreement the Memorandum of Understanding Stated Public Land Users Could Ingress and Egress the Sierra Blanca Regional Airports East and Souths Approach Corridors. The Updated Memorandum of Understanding States Public Land Users Could Ingress and Egress the Sierra Blanca Regional Airport's East and South Approach Corridors, Outside of the Security Fence.

Recommendations:

To Discuss Memorandum of Understanding Between the Bureau of Land Management and the Village of Ruidoso, Sierra Blanca Regional Airport Regarding Public Use of Sierra Blanca Regional Airport Lands Outside the Security Fence and Adjacent to Bureau of Land Management Lands

ATTACHMENTS:

Description

MEMORANDUM OF UNDERSTANDING

Maps

MEMORANDUM OF UNDERSTANDING

**between
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROSWELL FIELD OFFICE
AND THE
VILLAGE OF RUIDOSO, SIERRA BLANCA REGIONAL AIRPORT**

Regarding

**PUBLIC USE OF SIERRA BLANCA REGIONAL AIRPORT LANDS OUTSIDE THE
SECURITY FENCE AND ADJACENT TO BUREAU OF LAND MANAGEMENT
LANDS**

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Roswell Field Office and Village of Ruidoso, Sierra Blanca Regional Airport (SBRA) jointly referred to as the "Parties." The agreement is to establish a general framework of cooperation upon which mutually beneficial educational programs, service projects, and other activities may be planned and accomplished on BLM administered lands. Such programs, projects, and activities complement both the BLM and the Sierra Blanca Regional Airport and are in the best interest of the public land users.

II. Purposes

The MOU would allow public land users to ingress and egress the Sierra Blanca Regional Airport's East and South approach corridors, outside of the SBRA security fences, for the purpose of ensuring continuous utilization of the multi-use trails designated within the Fort Stanton - Snowy River Cave National Conservation Area (NCA).

The MOU would promote and provide responsible use and enjoyment of public lands, and the Multi-Use Trails in the Fort Stanton (NCA) which are currently restricted, because the Sierra Blanca Regional Airport South Approach Corridor blocks the Southwest side of the Fort Stanton (NCA) where the South Approach Corridor butts up against the U.S. Forest Service boundary fence. (See attached maps: Ft Stanton Trails and Airport Corridor Trails).

The MOU would allow the BLM to maintain the multi-use trails that are located across the South and East Approach Corridors. The trails would be used by the recreating public as equestrian, mountain bike, and hiking trails and would provide access to the southwest

side of the Fort Stanton (NCA). Motorized vehicles, ATVs, etc., are not allowed as recreation participants on the Fort Stanton (NCA) trail system.

Authorized use of motorized vehicles or ATV on trails would be allowed to perform trail maintenance, only under auspicious of the BLM.

III. Background

The Sierra Blanca Regional Airport provides air travel accommodations to air travelers and tourists to the Ruidoso, New Mexico area. It is a full-service airport with two (2) runways, air terminal, aircraft parking, and rental cars. The airport is currently seeking to obtain a commercial air carrier that would service the Ruidoso area. The Sierra Blanca Regional Airport is bordered on all sides by BLM and U.S. Forest Service administered public lands. The Sierra Blanca Regional Airport, has on numerous occasions, cooperated with BLM efforts to provide access to public lands adjacent to the airport property.

The BLM is a Federal Land Management Agency within the Department of the Interior, of the United States of America, whose mission includes providing quality recreation opportunities on public lands. The BLM provides educational materials that encourage responsible backcountry use and provides land use education ethics through the Leave No Trace program. Many members of affiliated clubs and organizations, as well as weekend recreationists, enjoy the recreational opportunities provided by the BLM on public lands.

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to, the following:
 - 1. Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
 - 2. Public Law 111-11

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. Roles and Responsibilities

- A. The BLM roles and responsibilities include:
 - 1. Maintain the trails across the approach corridors of the airport in accordance with BLM trail construction manuals. Trails within the Ft Stanton NCA will be built and

designed to Bureau standards for trail construction. In keeping with BLM policy, trail location objectives will be to provide a facility on the ground that produces a minimum physical impact on the land, is visually pleasing, requires minimum maintenance, and functionally provides for the intended use.

2. Monitor trail use of the access trails across the approach corridors and will report all unauthorized use to the BLM law enforcement, and the Airport Manager.
3. Communicate to the Sierra Blanca Regional Airport Manager, the issuance of any Special Recreation Permits that would lead to more than normal activity on the access trails crossing the airport approach corridors.
4. Maintain the access trails and will post signage that informs trail users that access is not authorized inside of the airport security fence which encompasses the active runways on airport property.

B. The Sierra Blanca Regional Airport roles and responsibilities include:

1. Provide access to the BLM across the East and South Approach Corridors of airport property located outside of the SBRA security fence, to be used as multi-use trails by the recreating public.
2. Aid the BLM in monitoring the access trails, and report use, violations, and any unusual activities (motorized vehicle, ATV, motorcycles etc.).
3. Communicate to BLM any airport activity that may present a hazard to recreation users of the access trails located on the approach corridors.

VI. Representatives

The Parties will designate representatives as specified in the Attachment to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Attachment to the other Party. Any revisions must be added to the official file.

VII. Funding

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any

contract or agreement for other services must fully comply with all applicable requirements for competition.

VIII. Records

- A. Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies.
- B. The cooperating agencies will keep confidential and protect from public disclosure any and all documents related to or generated by this agreement. BLM will determine their suitability for public review or release under the provisions of the Freedom of Information Act (FOIA), Privacy Act, and in accordance with Department of Interior or BLM regulations.

IX. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

X. Term, Amendments, and Termination

A. Term of MOU:

- 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
- 2. This MOU shall remain in effect for 5 years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

B. Amendments:

- 1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
- 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.

Lynn Crawford
Mayor
Village of Ruidoso

Dated: _____

Warren Kasper
NCA Manager
Bureau of Land Management, Roswell Field Office

Dated: _____

1 Attachment:

- 1 - Principle Contacts (1 p)

Point of Contacts

The principal contacts for this MOU are:

Warren Kasper
NCA Manager
Bureau of Land Management
Roswell Field Office
2909 West 2nd Street
Roswell, NM 88201
575-808-9611, wkasper@blm.gov

Lee Baker
Sierra Blanca Regional Airport Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
575-336-8111, leebaker@ruidoso-nm.gov





AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Dianne D. Staab, Library Manager

Meeting Date: April 2, 2024

Re: Discussion on Agreement between the Village of Ruidoso and the New Mexico Department of Cultural Affairs, New Mexico State Library Division for the Reimbursement of Expenditures, Per the 2022 State General Obligation Bond Appropriation in the Amount of \$47,038.82.

Item Summary:

Discussion on Agreement between the Village of Ruidoso and the New Mexico Department of Cultural Affairs, New Mexico State Library Division for the Reimbursement of Expenditures, Per the 2022 State General Obligation Bond Appropriation in the Amount of \$47,038.82.

Financial Impact:

This is a State of New Mexico Capital Grant Project which requires expenditure of funds followed by 100% reimbursement by the NM State Library, provided only purchases identified in 4.5.8 NMAC are made. The Grant is currently budgeted in the Special Library Fund, both revenues and expenditures.

Item Discussion:

Chapter 67, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2022 appropriates General Obligation Bonds to all New Mexico libraries. Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Ruidoso Public Library will receive a total reimbursement for eligible expenditures not to exceed \$47,038.82.

In signing and accepting this agreement, the Village and Library commit to: 1) expending funds only for eligible purchases; 2) expending these funds and requesting reimbursement prior to the Appropriations Reversion Date of 30 June 2024; 3) submitting required Paper Periodic Reports; 4) providing the required Paper Final Report; 5) entering such Project information as the NM State Library and the Department of Finance and Administration (DFA) may require directly into a database maintained by the DFA; and 6) complying with any requests from the NM State Library or DFA for additional information and/or onsite project inspections.

Recommendations:

To Discuss Agreement between the Village of Ruidoso and the New Mexico Department of Cultural Affairs, New Mexico State Library Division for the Reimbursement of Expenditures, Per the 2022 State General Obligation Bond Appropriation in the Amount of \$47,038.82.

ATTACHMENTS:

Description

2022 GO Bond Agreement

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the **VILLAGE OF RUIDOSO**, hereinafter called the "Grantee" on behalf of the **Ruidoso Public Library**. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Paragraph B(1)(a), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria describe in Rule 4.5.8.8 NMAC ("Distribution of Funds").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Project No. **A22-G5372** for Six Million Dollars (\$6,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2026

Laws of 2022, Chapter 55, Paragraph B(1)(a), \$6,000,000.00 (Six Million Dollars) for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at tribal libraries statewide. The Grantee's total reimbursements under this Agreement shall not exceed

\$ 47,038.82

(Forty-seven thousand, thirty-eight dollars and eighty-two cents)
which is hereinafter referred to as "Appropriation Amount." Pursuant to the Art in Public Places Act, zero dollars (\$0.00) has been set aside from the Project and transferred to the Art in Public Places Fund, which is administered by the Cultural Affairs Department.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse¹ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal

¹ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and

- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department’s Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their **official financial representative(s)** concerning all matters related to this Agreement:

Grantee: (_____)
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico State Library, Development Bureau
Name: Patricia Moore
Title: GO Bond Project Manager
Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
Telephone: 505-476-9724
Email: patricia.moore@dca.nm.gov

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular

quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report Project activity, if applicable, by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement

of funds. The Department shall give Grantee a minimum of thirty (30) days' advance, written notice of any changes to the information the Grantee is required to report. The Paper Final Report must be submitted 90 days from the reversion date.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report (Exhibit 1) for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted 90 days from the reversion date.

C. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- (iv) As an additional condition precedent to payment, the Department may, in its discretion, require the Grantee to submit with its Request(s) for Payment invoices showing the amount and type of expenditures and proof of payment (e.g., cancelled warrant or check (front and back)).

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date; or
- (iv) **Ninety (90) days from the Reversion Date.**

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful

deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received,

pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Grantee or the Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department Grant Agreement. Should the Department early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

The Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Debra Garcia y Griego, Cabinet Secretary

Date

By: Greg Geisler, *Division Director, CFO*, Administration
Services Division

Date

By: Max DeAzevedo, General Counsel

Date

By: Eli Guinnee, State Librarian

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

| | | | | | | | | | |
|---|------------------------|--|------------------|--|--|-----------------|--|--|--|
| STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1 | | | | | | | | | |
| I. Grantee Information | | | | | II. Payment Computation | | | | |
| (Make sure information is complete & accurate) | | | | | A. Payment Request No. | | | | |
| A. | Grantee: | | | | B. Grant Amount: | | | | |
| B. | Address: | | | | C. AIPP Amount <i>(If Applicable)</i> : | | | | |
| (Complete Mailing, including Suite, if applicable) | | | | | D. Funds Requested to Date: | | | | |
| | | | | | E. Amount Requested this Payment: | | | | |
| | | | | | F. Reversion Amount <i>(If Applicable)</i> : | | | | |
| | | | | | G. Grant Balance: | | | | |
| City State Zip | | | | | H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i> | | | | |
| C. | Phone No: | | | | I. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i> | | | | |
| D. | Grant No: | | | | | | | | |
| E. | Project Title: | | | | | | | | |
| F. | Grant Expiration Date: | | | | | | | | |
| | | | | | | | | | |
| III. Fiscal Year : | | | | | | | | | |
| (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year) | | | | | | | | | |
| | | | | | | | | | |
| IV. <input type="checkbox"/> Reporting Certification: | | | | | I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement. | | | | |
| V. <input type="checkbox"/> Compliance Certification: | | | | | Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause. | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Grantee Fiscal Officer | | | | | Grantee Representative | | | | |
| or Fiscal Agent <i>(if applicable)</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Printed Name | | | | | Printed Name | | | | |
| | | | | | | | | | |
| Date: | | | | | Date: | | | | |
| | | | | | | | | | |
| (State Agency Use Only) | | | | | | | | | |
| Vendor Code: | | | Fund No.: | | | Loc No.: | | | |
| | | | | | | | | | |
| I certify that the State Agency financial and vendor file information agree with the above submitted information. | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Division Fiscal Officer | | | | | Division Project Manager | | | | |
| Date | | | | | Date | | | | |

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [REDACTED]

TO: Department Representative: [REDACTED]

FROM: Grantee: [REDACTED]

Grantee Official Representative: [REDACTED]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [REDACTED]

Grant Termination Date: [REDACTED]

As the designated representative of the Department for Grant Agreement number [REDACTED] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor:

[REDACTED]

Third Party Obligation Amount: [REDACTED]

Vendor or Contractor:

[REDACTED]

Third Party Obligation Amount: [REDACTED]

Vendor or Contractor:

[REDACTED]

Third Party Obligation Amount: [REDACTED]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable):

[REDACTED]

The Amount of this Notice of Obligation:

[REDACTED]

The Total Amount of all Previously Issued Notices of Obligation:

[REDACTED]

The Total Amount of all Notices of Obligation to Date:

[REDACTED]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver:

[REDACTED]

Title:

[REDACTED]

Signature:

[REDACTED]

Date:

[REDACTED]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
2022 GO BOND PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 3

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: _____ Name of Library: _____

Project Number: A22-G5372 Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

2. Original Grant Amount: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

☐ PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

ATTACHMENT A

<https://www.srca.nm.gov/parts/title04/04.005.0008.html>

Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

- (1) Library shall be a local public library.
- (2) Library shall have filed an approved annual report with the state library.
- (3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.
- (4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.
- (5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.
- (6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: April 2, 2024

Re: Discussion on Suspension of Work on ITB #2024-001B for Water Storage Tank Rehabilitation (Phase One) with D&R Tank Company for Two Hundred and Eighty (280) Days.

Item Summary:

Discussion on Suspension of Work on ITB #2024-001B for Water Storage Tank Rehabilitation (Phase One) with D&R Tank Company for Two Hundred and Eighty (280) Days.

Financial Impact:

The Suspension of Time has no financial impact on the Water Tank Rehabilitation Project.

Item Discussion:

Souder, Miller and Associates (SMA), on behalf of the Village of Ruidoso, is recommending a suspension of work for the Village of Ruidoso Water Tank Rehabilitation Project. This suspension of work is being requested by the Owner to allow time for the Village of Ruidoso Council to approve the proposed change order, per Article 16 of the General Conditions. Work on this project is to cease as of March 6th, 2024, and the project time is to stop until funds are available to conduct the proposed changes. Substantial completion is currently on December 11th, 2024, two hundred eighty (280) days from the proposed suspension. When the contract resumes, substantial completion will be two hundred eighty (280) days from the resumption of work.

Recommendations:

To Discuss Suspension of Work on ITB #2024-001B for Water Storage Tank Rehabilitation (Phase One) with D&R Tank Company for Two Hundred and Eighty (280) Days.

ATTACHMENTS:

Description

Susendsion of Work



Via electronic mail

March 6, 2024

#6331008

Mr. Scott J. Salvas, P.E.
D & R Tank
1210 Prosperity SE
Albuquerque, NM 87105
Phone: (505) 873-1101
Email: scott@drtank.com

RE: VILLAGE OF RUIDOSO WATER TANK REHABILITATION PROJECT | SUSPENSION OF WORK

Dear Mr. Salvas:

Souder, Miller and Associates (SMA), on behalf of the Village of Ruidoso, is recommending a suspension of work for the Village of Ruidoso Water Tank Rehabilitation Project. This suspension of work is being requested by the Owner to allow time for the Village of Ruidoso Council to approve the proposed change order, per Article 16 of the General Conditions. Work on this project is to cease as of March 6th, 2024, and the project time is to stop until funds are available to conduct the proposed changes. Substantial completion is currently on December 11th, 2024, two hundred eighty (280) days from the proposed suspension. When the contract resumes, substantial completion will be two hundred eighty (280) days from the resumption of work. Please sign and return if you agree to these terms stated above.

ACCEPTED:

ACCEPTED:

By:

Owner (Authorized Signature)

Title:

Date

By:

Contractor (Authorized Signature)

Title:

Date:

If you have any comments and/or questions, feel free to contact either of the undersigned by phone at (575) 647-0799.

Sincerely,

**MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER AND ASSOCIATES**

Robert Storey, P.E.
Project Engineer
robert.storey@soudermiller.com

Marty Howell, P.E.
Senior Engineer
marty.howell@soudermiller.com

Xc: Randy Cohen, Water Production Manager

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo - Water Resource Director
Don Sinclair - Property Owner

Meeting Date: April 2, 2024

Re: Discussion on Appeal Submitted by Don Sinclair for Denial of a Domestic Well Permit for 107 W. Riverside Dr.

Item Summary:

Discussion on Appeal Submitted by Don Sinclair for Denial of a Domestic Well Permit for 107 W. Riverside Dr.

Financial Impact:

None.

Item Discussion:

On March 8, 2024, Don Sinclair, 107 W. Riverside Dr., Ruidoso, NM, wrote a letter to the Village of Ruidoso requesting the Village to grant him a domestic well permit.

On March 15, 2024, Christella Armijo, Water Resource Director issued a letter of denial to Mr. Sinclair.

On March 20, 2024, Mr. Sinclair submitted a letter requesting an Appeal to the Governing Body of the denial.

Recommendations:

To Discuss Appeal Submitted by Don Sinclair for Denial of a Domestic Well Permit for 107 W. Riverside Dr.

ATTACHMENTS:

Description

Letter Requesting Domestic Well Permit

Denial Letter From Village

Letter Requesting Appeal of Denial

H-4819 Domestic Well Application #1

**Donald R. Sinclair
107 W. Riverside Dr.
Ruidoso, NM 88345**

March 8, 2024

Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Re: "Notice of Violation" – Village Ordinance # Sec 86-33 Well Drilling Permit - 107 W. Riverside, Ruidoso, NM 88345

Village of Ruidoso,

I, Mr. Donald R. Sinclair owner of Ruidoso - The Compound LLC am replacing the existing water well on my property located at 107 W. Riverside in Ruidoso, NM. The existing well's production has fallen below commercial quantities and is no longer viable. This well and the new replacement well has been or will be only used for lawn and landscape irrigation.

All of the water that has been or will be produced from these wells will be recycled and ultimately returned to the water table, also these wells support my diligent efforts of reducing fire hazards and minimizing fire fuels on my property.

I have a permit granted by the Office Of The State Engineer in hand under File Number: H-4819.

I humbly request the Village of Ruidoso to grant me the necessary permit that will allow the replacement well to be completed.

Sincerely,

Mr. Donald R. Sinclair
Ruidoso – The Compound LLC

March 15, 2024

The Compound, LLC
c/o Donald R. Sinclair
3512 Albans Rd.
Houston, TX 77005

Dear Mr. Sinclair,

The Village of Ruidoso has received your request to drill a new domestic well within municipal limits under Office of the State Engineer file no. H-4819. Section 86-33 of the Ruidoso Code of Ordinances prohibits the drilling of new domestic water wells within 300 feet of municipal water distribution lines.

During our review of your request, it was determined that the property listed in the request, 107 W. Riverside Dr., is within 300 feet of a municipal distribution line and has active water service from Village of Ruidoso municipal supplies. Due to these circumstances, your request to drill a new domestic well is denied.

You have fifteen days to appeal this decision to the governing body of the Village of Ruidoso. If you wish to appeal, you may do so by contacting the Village Clerk, Jini Turri, and requesting the appeal be placed on the next regularly scheduled Village Council meeting agenda.

Sincerely,



Christella Armijo
Water Resource Director

cc: Juan Hernandez, OSE District II Manager

**Donald R. Sinclair
107 W. Riverside Dr.
Ruidoso, NM 88345**

March 20, 2024

Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345
Attention: Jini Turri

Re: Domestic Well Permit Appeal – Request to be added to the Village of Ruidoso Council agenda for the April 9, 2024 meeting

Jini,

As per the letter I received from Christella Armijo dated March 15, 2024, I hereby request to be added to the Village of Ruidoso Council agenda for the April 9, 2024 meeting to appeal the denial of a domestic well permit for 107 W. Riverside Dr.

Please advise if my request is granted and if so, what materials will be necessary for me to have for the April 9th Council meeting.

Sincerely,

Donald R Sinclair

Mr. Donald R. Sinclair
Ruidoso – The Compound LLC

File No. **H-4819****NEW MEXICO OFFICE OF THE STATE ENGINEER**
**APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS IN ACCORDANCE
WITH SECTIONS 72-12-1.1, 72-12-1.2, OR 72-12-1.3 NEW MEXICO STATUTES**
For fees, see State Engineer website: <http://www.ose.state.nm.us/>**1. APPLICANT(S)**

| | |
|---|---|
| Name: <input type="checkbox"/> check if Owner <input type="checkbox"/> check if User Ruidoso - The Compound LLC | Name: <input checked="" type="checkbox"/> check if Owner <input type="checkbox"/> check if User |
| Contact or Agent: <input type="checkbox"/> check if Agent Donald R. Sinclair | Contact or Agent: <input type="checkbox"/> check if Agent |
| Mailing Address: 3512 Albans Rd. | Mailing Address: |
| City: Houston | City: |
| State: TX Zip Code: 77005 | State: Zip Code: |
| Phone: <input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell Phone (Work): 713.824.0427 | Phone: <input type="checkbox"/> Home <input type="checkbox"/> Cell Phone (Work): |
| E-mail (optional): donrs@donrs.com | E-mail (optional): |

☐ Check here if existing well. Enter OSE File No. _____

2. WELL LOCATION Required: Coordinate location must be New Mexico State Plane (NAD 83), UTM (NAD 83) or Lat/Long (WGS84). You may use a GPS, Google Earth or OSE POD Location maps to estimate location. District II (Roswell) and District VII (Cimarron) applicants must also provide PLSS!

| | | |
|--|--|---|
| NM State Plane (NAD83) - In feet | NM West Zone <input type="checkbox"/> NM Central Zone <input type="checkbox"/> NM East Zone <input type="checkbox"/> | X (in feet): Y (in feet): |
| UTM (NAD83) - In meters | UTM Zone 13N <input type="checkbox"/> UTM Zone 12N <input type="checkbox"/> | Easting (in meters): Northing (in meters): |
| Lat/Long (WGS84) - To 1/10 th of second <input type="checkbox"/> Check if seconds are decimal format | Lat: 33 deg 20 min 15 sec Long: 105 deg 43 min 05 sec | |
| Other Location Information (complete the below, if applicable): | | |
| PLSS Quarters or Halves: SE NE SW Section: 19 Township: 11S Range: 13E | | |
| County: Lincoln | | |
| Land Grant Name (if applicable): | | |
| Lot No: 44 Block No: 5 Unit/Tract: 3 Subdivision: High Mesa | | |
| Hydrographic Survey: Map: Tract: | | |
| Other description relating well to common landmarks, streets, or other: West Riverside Dr | | |
| *Well is on Land Owned by (Required): Ruidoso - The Compound LLC | | |

*Any application for which the Applicant is not the landowner must be accompanied by a signed written consent of the land owner pursuant to 19.27.5.9(B) NMAC.

FOR OSE INTERNAL USE

Application for Permit Form wr-01, Rev 02/02/2023

| | | |
|---|-------------------------|------------------------------|
| File No.: H-4819 | Trn. No.: 750450 | Receipt No.: 2-46130 |
| Well Tag ID No. (if applicable): 21412 | Sub-Basin: HRR | Log Due Date: 8-24-24 |

3. PURPOSE OF USE: CHECK THOSE THAT APPLY

- ☒ Domestic use for one household
- ☐ Livestock watering
- ☐ Domestic use for more than one household. Number of households _____ Complete and attach form WR-01m "MULTIPLE home-owner info"
- ☐ Drinking and sanitary uses that are incidental to the operations of a governmental, commercial, or non-profit facility
- ☐ Prospecting, mining or drilling operations to discover or develop natural resources
- ☐ Construction of public works, highways and roads
- ☐ Domestic use for one household and livestock watering
- ☐ Domestic use for multiple households and livestock watering _____ Complete and attach form WR-01m "MULTIPLE home-owner info"
- ☐ Domestic well to accompany a house or other dwelling unit constructed for sale
- ☐ New well (with new purpose)
- ☐ Amend purpose of use on existing well
- ☐ No change in purpose

4. WELL INFORMATION: CHECK THOSE THAT APPLY ☐ Existing Well ☐ Known Artesian

File Information: (If existing well, provide OSE no. & indicate below if well is to be replacement, repaired or deepened, or supplemental. If new well, leave blank, as OSE must assign no.)

| | |
|---|--|
| OSE Well No. (If Existing) | New Well No. (provided by OSE) |
| Well Driller Name: | Well Driller License Number: |
| Approximate Depth of Well (feet): 150' | Outside Diameter of Well Casing (inches): |
| <input checked="" type="checkbox"/> Replacement well (List all existing wells if more than one): | <input type="checkbox"/> Repair or Deepen: <input type="checkbox"/> Clean out well to original depth <input type="checkbox"/> Deepen well from _____ to _____ ft. <input type="checkbox"/> Other (Explain): |
| | <input type="checkbox"/> Supplemental well (List OSE No. for all wells this will supplement): |

5. ADDITIONAL STATEMENTS OR EXPLANATIONS (Use additional sheets if necessary)

Existing well in not working conditions and not registered with OSE. Drilling a replacement well (new)

ACKNOWLEDGEMENT

I, We (name of applicant(s)), Donald R. Sinclair

Print Name(s)

affirm that the foregoing statements are true to the best of (my, our) knowledge and belief.

Applicant Signature

Applicant Signature

ACTION OF THE OFFICE OF THE STATE ENGINEER (FOR OSE USE ONLY)

This application is approved subject to the attached general and specific conditions of approval.

Witness my hand and seal this 25th day of August, 2023, for the New Mexico State Engineer,

By:

Signature

Print



FOR OSE INTERNAL USE

Well Tag ID Issued? ☒ Yes ☐ No

Application for Permit, Form wr-01, Rev 02/02/2023

| | | |
|-------------------------|------------------------|-------------------------------|
| File No.: <u>H-4819</u> | Trm No.: <u>750450</u> | Well ID Tag No.: <u>21912</u> |
|-------------------------|------------------------|-------------------------------|

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (A thru S)

- 17-A The maximum combined diversion of all wells that may be appropriated under this permit is 1.000 acre-feet in any year (One acre-foot equals 325,851 gallons).
- 17-B The well shall be drilled by a driller licensed in the State of New Mexico in accordance with 72-12-12 NMSA 1978. A licensed driller shall not be required for the construction of a well driven without the use of a drill rig; provided that the casing shall not exceed two and three-eighths (2 3/8) inches outside diameter.
- 17-C The well driller must file the well record with the State Engineer and the applicant within 30 days after the well is drilled or driven. It is the well owner's responsibility to ensure that the well driller files the well record. The well driller may obtain the well record form from any District Office or the Office of the State Engineer website.
- 17-D The production casing shall not exceed 7 inches outside diameter except under specific conditions in which reasons satisfactory to the State Engineer are shown.
- 17-E To request a change to the purpose of use of water authorized under this permit, the permittee shall file an application with the State Engineer.
- 17-F An application for a new 72-12-1.1 NMSA 2003 domestic well permit where the proposed point of diversion is to be located on the same legal lot of record as an operational 72-12-1.1 NMSA domestic well shall be treated as an application for a supplemental well and the combined diversion may not exceed the maximum annual diversion permitted.
- 17-G If artesian water is encountered, the well driller shall comply with all rules and regulations pertaining to the drilling and casing of artesian wells.
- 17-H The drilling of the well and amount and uses of water permitted are subject to such limitations as may be imposed by a court or by lawful municipal or county ordinance which are more restrictive than the conditions of this permit and applicable State Engineer regulations.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 1

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (Continued)

- 17-I The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.
- 17-J The well shall be set back a minimum of 50 ft. from an existing well of other ownership unless a variance has been granted by the State Engineer. The State Engineer may grant a variance for a replacement well or to allow for maximum spacing of the well from a source of groundwater contamination. The well shall be set back from potential sources of contamination in accordance with federal, state, and local requirements.
- 17-K Pursuant to section 72-8-1 NMSA 1978, the permittee shall allow the State Engineer and OSE representatives entry upon private property for the performance of their respective duties, including access to the ditch or acequia to measure flow and also to the well for meter reading and water level measurement.
- 17-L The permit is subject to cancellation for non-compliance with the conditions of approval or if otherwise not exercised in accordance with the terms of the permit.
- 17-M The right to divert water under this permit is subject to curtailment by priority administration as implemented by the State Engineer or a court.
- 17-N In the event of any change of ownership to this permit the new owner shall file a change of ownership form with the State Engineer in accordance with Section 72-1-2.1 NMSA 1978.
- 17-O This well permit shall automatically expire unless the well is completed and the well record is filed with the State Engineer within one year of the date of issuance of the permit.
- 17-P The well shall be constructed, maintained, and operated to prevent inter-aquifer exchange of water and to prevent loss of hydraulic head between hydrogeologic zones.
- 17-Q The State Engineer retains jurisdiction over this permit.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 2

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (Continued)

- 17-R The State Engineer shall supply a well identification tag for the well driller to firmly affix to the well casing or cap with a steel band upon completion in accordance with Subsection M of 19.27.4.29 NMAC.
The permit holder is responsible for maintaining the well identification tag.

Well Tag(s) associated with this permit:
21412

GENERAL CONDITIONS OF APPROVAL (A thru S)

- 17-S Construction of a water well by anyone without a valid New Mexico Well Driller License is illegal, and the landowner shall bear the cost of plugging the well by a licensed New Mexico well driller. This does not apply to driven wells, the casing of which does not exceed two and three-eighths inches outside diameter.

SPECIFIC CONDITIONS OF APPROVAL

- 17-10 Total diversion from all wells under this permit number shall not exceed 1.000 acre-feet per annum.
- 17-11 This permit authorizes the diversion of water for domestic use to serve a single household. The total diversion of water under this permit shall not exceed 1.000 acre-feet per year. The diversion of water for domestic use may include the watering of non-commercial trees, lawn and garden not to exceed one acre.
- 17-6C Upon completion of the new well, the replaced well shall be plugged. The well driller shall file a plugging plan for the replaced well with and it shall be approved by the Office of the State Engineer prior to plugging. The well driller shall file the Plugging Record with the appropriate district office and the applicant within 30 days of completion of plugging of the well but no later than log_{due}.
- LOG This permit will automatically expire unless the well H 04819 POD1 is completed and the well record filed on or before 08/24/2024.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 3

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

ACTION OF STATE ENGINEER

This application is approved for the use indicated, subject to all general conditions and to specific conditions listed above.

Witness my hand and seal this 25 day of Aug A.D., 2023

Mike A. Hamman, P.E., State Engineer

By:

Vanessa Clements
VANESSA CLEMENTS



Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 4

RUIDOSO-THE COMPOUND LLC

**WRITTEN CONSENT OF SOLE MANAGER
IN LIEU OF AN ORGANIZATIONAL MEETING**

May 8, 2019

The undersigned, being the sole Manager of Ruidoso-The Compound LLC, a Texas limited liability company (the "Company"), does hereby consent to the following action taken in lieu of an organizational meeting of the Board of Managers:

RESOLVED, that the Certificate of Formation of the Company, which was filed in the Office of the Secretary of the State of Texas on January 7, 2019, be, and the same hereby is, approved, and that a copy of such Certificate of Formation issued by the Secretary of State of the State of Texas be inserted in the minute book of the Company to identify the same as the Certificate of Formation approved herein; and

RESOLVED FURTHER, that the Company Agreement presented to the Manager of the Company be, and the same hereby is, adopted, section by section and as a whole, as the Company Agreement of the Company, and it is hereby directed that such Company Agreement, upon due execution, be entered into the minute book of the Company to identify such Company Agreement as that adopted herein; and

RESOLVED FURTHER, that the Manager of the Company be, and hereby is, authorized to pay all fees and expenses incident to and necessary for the organization of the Company; and

RESOLVED FURTHER, that the Manager of the Company be, and hereby is, authorized, on behalf of the Company and in the name of the Company, to select, establish, and set up a bank or bank accounts, wherein may be deposited any of the funds of the Company; and

RESOLVED FURTHER, that the following person(s) be designated as the officers of the Company, with the titles indicated below, the assignment of such titles constituting the delegation to such person of the authority and duties that are normally associated with the same title commonly used for officers of a business corporation organized in Texas, to hold such office until his successor is duly designated and qualified, until his death, or until he resigns or is removed, as provided by the Company Agreement of the Company:

Name

Office

05E 011 AUG 22 2023 PM 10:37

Donald R. Sinclair
Susan L. Sinclair

President
Vice President/Secretary

RESOLVED FURTHER, that issuance of the Membership Interests, in the amount and for the consideration set forth in the following schedule, is hereby authorized:

| <u>Membership Interests to be Registered in the Name of:</u> | <u>Percentage of Membership Interests</u> | <u>Consideration</u> |
|--|---|----------------------|
| Donald R. Sinclair | 100% | \$5,000 |

RESOLVED FURTHER, that the fiscal year of the Company shall end each December 31; and

RESOLVED FURTHER, that the executive officers of the Company are hereby authorized, empowered and directed, for and on behalf of the Company and in the name of the Company, to execute such other agreements or documents incidental to the Company's business and take all such actions as such officer in his sole discretion shall determine necessary or appropriate in order to carry out the Company's responsibilities and obligations; and

RESOLVED FURTHER, that for the purpose of authorizing the Company to transact business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, the executive officers of the Company are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal or otherwise, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein and, whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificates, reports, revocations of appointment or surrenders of authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country; and

RESOLVED FURTHER, that the executive officers and Manager of the Company are hereby authorized and directed to execute any and all such instruments and to take any and all such other action as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions; and

USE ON AUG 22 2023 AM 10:37

RESOLVED FURTHER, that all of the lawful acts and deeds of the Company taken in connection with the foregoing resolutions, and any agreements, documents or instruments that the Manager of the Company have heretofore executed as aforesaid, are hereby authorized, adopted, ratified, confirmed and approved and shall be the binding acts and deeds of the Company.

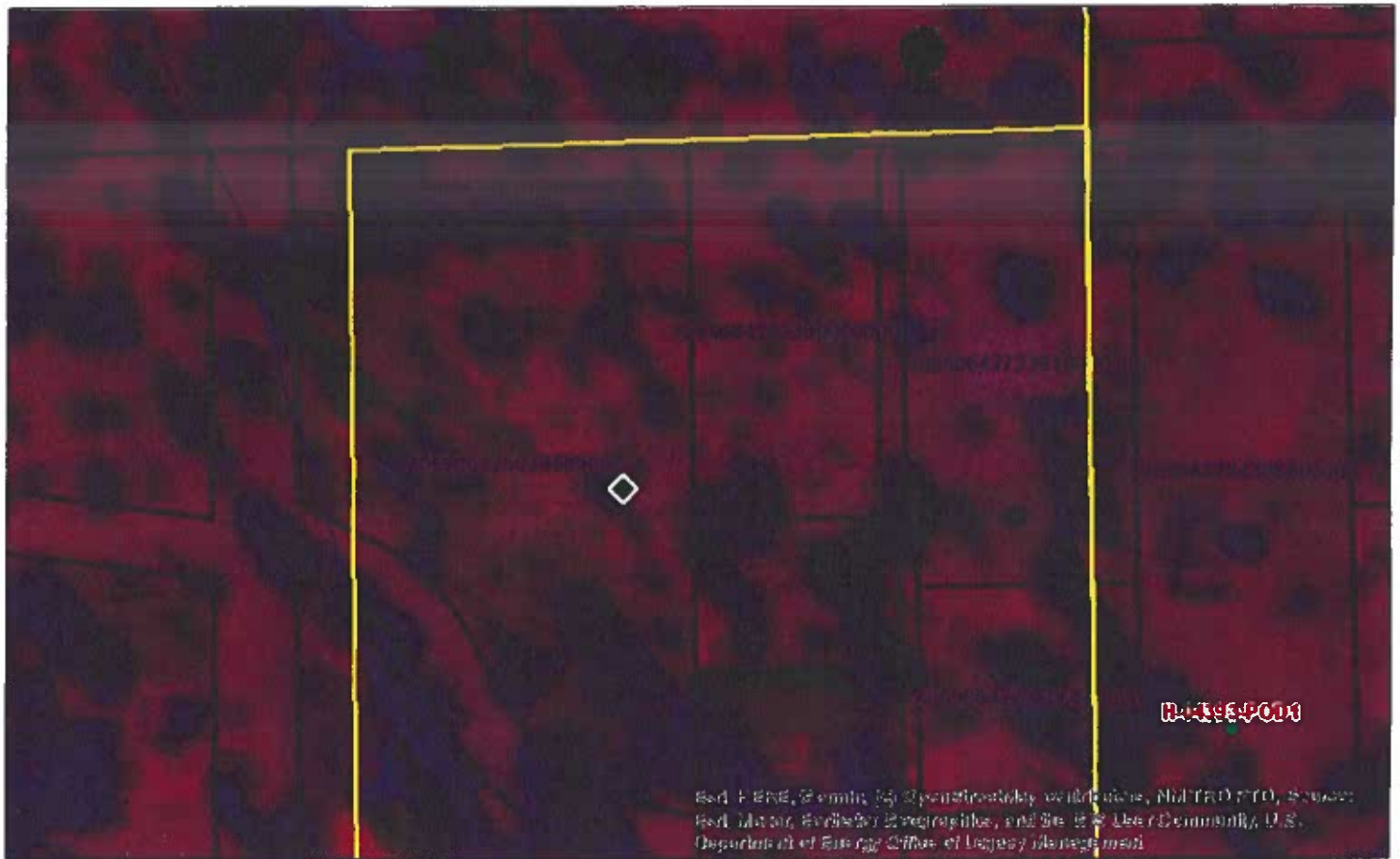
IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

MANAGER:



DONALD R. SINCLAIR

03E DIT PLG 22 2023 AM 10:37



Coordinates
UTM - NAD 83 (m) - Zone 13
 Easting 433178.988
 Northing 3688932.757
State Plane - NAD 83 (f) - Zone C
 Easting 1802877.054
 Northing 850735.830
Degrees Minutes Seconds
 Latitude 33 : 20 : 15.000000
 Longitude -105 : 43 : 5.000000
 Location pulled from Coordinate Search

**NEW MEXICO OFFICE
 OF THE
 STATE ENGINEER**

1:1,128
 0 20 40 80



8/25/2023



We warrant that the data shown on this map was derived from the best available information at the time of publication. We do not warrant the accuracy or completeness of the data shown on this map. The user of this map assumes all liability for any errors or omissions. The user of this map also assumes all liability for any damages, including consequential damages, arising from the use of this map. The user of this map also assumes all liability for any damages, including consequential damages, arising from the use of this map. The user of this map also assumes all liability for any damages, including consequential damages, arising from the use of this map.

Spatial Information
 County: Lincoln
 Groundwater Basin: Hondo
 Abstract Area: Hondo Rio Ruidoso
 Land Grant: Not in Land Grant
 Restrictions:
 Ruidoso Domestic Well Restriction
PLSS Description
 SESENESEW Qtr of Sec 19 of 011S 013E
 Derived from CADNSDI- Qtr Sec. locations are
 calculated and are only approximations

Parcel Information
 UPC/DocNum: 4069064250396000000
 Parcel Owner:
 Address: null null null
 Legal:

POD Information
 Owner:
 File Number:
 POD Status: NoData
 Permit Status: NoData
 Permit Use: NoData
 Purpose:

- | | | | | | | | |
|---|---|--|---|---|---|---|---|
| <ul style="list-style-type: none"> Calculated PLSS Coord Search Location GIS WATERS PODs Pending Water Right Regulations Local Ordinance Area OSE District Boundary | <ul style="list-style-type: none"> NHD Flowlines Stream River Site Boundaries Bernalillo County Parcels 2023 Catron County Parcels 2023 Chaves County Parcels 2023 Cibola County Parcels 2023 | <ul style="list-style-type: none"> Coffax County Parcels 2023 Curry County Parcels 2023 DeBaca County Parcels 2023 Dona Ana County Parcels 2023 Eddy County Parcels 2023 Grant County Parcels 2023 | <ul style="list-style-type: none"> Guadalupe County Parcels 2023 Harding County Parcels 2023 Hidalgo County Parcels 2023 Lea County Parcels 2023 Lincoln County Parcels 2023 | <ul style="list-style-type: none"> Los Alamos County Parcels 2023 Luna County Parcels 2023 McKinley County Parcels 2023 Mora County Parcels 2023 Otero County Parcels 2023 | <ul style="list-style-type: none"> Quay County Parcels 2023 Rio Arriba County Parcels 2023 Roosevelt County Parcels 2023 San Juan County Parcels 2023 San Miguel County Parcels 2023 | <ul style="list-style-type: none"> Sandoval County Parcels 2023 Santa Fe County Parcels 2023 Serran County Parcels 2023 Socorro County Parcels 2023 Taos County Parcels 2023 | <ul style="list-style-type: none"> Torrance County Parcels 2023 Union County Parcels 2023 Valencia County Parcels 2023 |
|---|---|--|---|---|---|---|---|

Mike A. Hamman, P.E.
State Engineer



Roswell Office
1900 WEST SECOND STREET
ROSWELL, NM 88201

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER**

Trn Nbr: 750450
File Nbr: H 04819

Aug. 25, 2023

DONALD R. SINCLAIR
RUIDOSO - THE COMPOUND LLC
3512 ALBANS RD.
HOUSTON, TX 77005

Greetings:

Enclosed is your copy of the above numbered permit that has been approved in accordance with NM Statute Section 72-12-1 subject to the conditions set forth on the approval page.

Carefully review the attached conditions of approval for these specific permit requirements:

- * The applicant is responsible for providing the contracted driller with the permit Conditions of Approval and the enclosed well identification tag (if applicable), which must be firmly affixed to the well casing or cap.
- * If metering is required, a meter report form must be properly completed and submitted to this office upon installation.
- * The well record and log must be submitted within 30 days of the completion of the well or if the attempt was a dry hole. When conditions require a replaced well be plugged, a plugging record must be properly completed and submitted to this office within 30 days of plugging.
- * This permit expires and will be cancelled if no well is drilled and/or a well log is not received by the date set forth in the conditions of approval.

Appropriate forms can be downloaded from the OSE website www.ose.state.nm.us or will be mailed upon request.

Sincerely,


Vanessa Clements
(575) 622-6521

Enclosure

wr_01app



New Mexico Office of the State Engineer

Transaction Summary

72121 All Applications Under Statute 72-12-1

Transaction Number: 750450

Transaction Desc: H-4819 POD1

File Date: 08/22/2023

Primary Status: PMT Permit


Secondary Status: APR Approved

Person Assigned: vclement


Applicant: RUIDOSO - THE COMPOUND LLC

Contact: DONALD R. SINCLAIR

Events

|  | Date | Type | Description | Comment | Processed By |
|---|------------|------|-----------------------------|------------------|--------------|
| | 08/22/2023 | APP | Application Received | * | vclement |
| | 08/25/2023 | FIN | Final Action on application | | vclement |
| | 08/25/2023 | WAP | General Approval Letter | | vclement |
| | 11/15/2023 | QAT | Quality Assurance Completed | DATA | aramirez |
| | 11/28/2023 | QAT | Quality Assurance Completed | DATA | pabeita |
| | 11/30/2023 | QAT | Quality Assurance Completed | IMAGE | abeckwit |
| | 11/30/2023 | ARW | WRAB Main File Rm Arch Sect | H 04819 Archived | abeckwit |

Change To:

| WR File Nbr | Acres | Diversion | Consumptive | Purpose of Use |
|-----------------------------|-------|-----------|---|------------------------------------|
| H 04819 | | 1 | | DOM 72-12-1 DOMESTIC ONE HOUSEHOLD |
| **Point of Diversion | | | | |
| H 04819 POD1 | | 433178 | 3688933  | |

Remarks

"EXISTING WELL IN NOT WORKING CONDITIONS AND NOT REGISTERED WITH OSE. DRILLING A REPLACEMENT WELL"

Conditions

- 10 Total diversion from all wells under this permit number shall not exceed 1 acre-foot per annum.
- 11 This permit authorizes the diversion of water for domestic use to serve a single household. The total diversion of water under this permit shall not exceed 1 acre-foot per year. The diversion of water for domestic use may include the watering of non-commercial trees, lawn and garden not to exceed one acre.
- 6C Upon completion of the new well, the replaced well shall be plugged. The well driller shall file a plugging plan for the replaced well with and it shall be approved by the Office of the State Engineer prior to plugging. The well driller shall file

the Plugging Record with the appropriate district office and the applicant within
30 days of completion of plugging of the well but no later than log due.

Action of the State Engineer

**** See Image For Any Additional Conditions of Approval ****

Approval Code: A - Approved

Action Date: 08/25/2023

Log Due Date: 08/24/2024

State Engineer: Mike A. Hamman, P.

The data is furnished by the NMOSE/ISC and is accepted by the recipient with the expressed understanding that the OSE/ISC make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the data.

3/7/24 4:26 PM

TRANSACTION
SUMMARY

File No. **H-4819**

NEW MEXICO OFFICE OF THE STATE ENGINEER



APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS IN ACCORDANCE WITH SECTIONS 72-12-1.1, 72-12-1.2, OR 72-12-1.3 NEW MEXICO STATUTES

For fees, see State Engineer website: <http://www.ose.state.nm.us/>

1. APPLICANT(S)

| | |
|---|---|
| Name: <input type="checkbox"/> check if Owner <input type="checkbox"/> check if User Ruidoso - The Compound LLC | Name: <input checked="" type="checkbox"/> check if Owner <input type="checkbox"/> check if User |
| Contact or Agent: <input type="checkbox"/> check if Agent Donald R. Sinclair | Contact or Agent: <input type="checkbox"/> check if Agent |
| Mailing Address: 3512 Albans Rd. | Mailing Address: |
| City: Houston | City: |
| State: TX Zip Code: 77005 | State: Zip Code: |
| Phone: <input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell Phone (Work): 713.824.0427 | Phone: <input type="checkbox"/> Home <input type="checkbox"/> Cell Phone (Work): |
| E-mail (optional): donrs@donrs.com | E-mail (optional): |

☐ Check here if existing well. Enter OSE File No. _____

2. WELL LOCATION Required: Coordinate location must be New Mexico State Plane (NAD 83), UTM (NAD 83) or Lat/Long (WGS84). You may use a GPS, Google Earth or OSE POD Location maps to estimate location. District II (Roswell) and District VII (Cimarron) applicants must also provide PLSS!

| | | |
|--|--|---|
| NM State Plane (NAD83) - In feet | NM West Zone <input type="checkbox"/> NM Central Zone <input type="checkbox"/> NM East Zone <input type="checkbox"/> | X (in feet): Y (in feet): |
| UTM (NAD83) - In meters | UTM Zone 13N <input type="checkbox"/> UTM Zone 12N <input type="checkbox"/> | Easting (in meters): Northing (in meters): |
| Lat/Long (WGS84) - To 1/10 th of second <input type="checkbox"/> Check if seconds are decimal format | Lat: 33 deg 20 min 15 sec Long: 105 deg 43 min 05 sec | |
| Other Location Information (complete the below, if applicable): | | |
| PLSS Quarters or Halves: SE NE SW Section: 19 Township: 11S Range: 13E | | |
| County: Lincoln | | |
| Land Grant Name (if applicable): | | |
| Lot No: 44 Block No: 5 Unit/Tract: 3 Subdivision: High Mesa | | |
| Hydrographic Survey: Map: Tract: | | |
| Other description relating well to common landmarks, streets, or other: West Riverside Dr | | |
| *Well is on Land Owned by (Required): Ruidoso - The Compound LLC | | |

*Any application for which the Applicant is not the landowner must be accompanied by a signed written consent of the land owner pursuant to 19.27.5.9(B) NMAC.

FOR OSE INTERNAL USE

Application for Permit Form wr-01, Rev 02/02/2023

| | | |
|---|-------------------------|------------------------------|
| File No.: H-4819 | Trn. No.: 750450 | Receipt No.: 2-46130 |
| Well Tag ID No. (if applicable): 21412 | Sub-Basin: HRR | Log Due Date: 8-24-24 |

3. PURPOSE OF USE: CHECK THOSE THAT APPLY

- ☒ Domestic use for one household
- ☐ Livestock watering
- ☐ Domestic use for more than one household. Number of households _____ Complete and attach form WR-01m "MULTIPLE home-owner info"
- ☐ Drinking and sanitary uses that are incidental to the operations of a governmental, commercial, or non-profit facility
- ☐ Prospecting, mining or drilling operations to discover or develop natural resources
- ☐ Construction of public works, highways and roads
- ☐ Domestic use for one household and livestock watering
- ☐ Domestic use for multiple households and livestock watering _____ Complete and attach form WR-01m "MULTIPLE home-owner info"
- ☐ Domestic well to accompany a house or other dwelling unit constructed for sale
- ☐ New well (with new purpose)
- ☐ Amend purpose of use on existing well
- ☐ No change in purpose

4. WELL INFORMATION: CHECK THOSE THAT APPLY ☐ Existing Well ☐ Known Artesian

File Information: (If existing well, provide OSE no. & indicate below if well is to be replacement, repaired or deepened, or supplemental. If new well, leave blank, as OSE must assign no.)

| | |
|---|--|
| OSE Well No. (If Existing) | New Well No. (provided by OSE) |
| Well Driller Name: | Well Driller License Number: |
| Approximate Depth of Well (feet): 150' | Outside Diameter of Well Casing (inches): |
| <input checked="" type="checkbox"/> Replacement well (List all existing wells if more than one): | <input type="checkbox"/> Repair or Deepen: <input type="checkbox"/> Clean out well to original depth <input type="checkbox"/> Deepen well from _____ to _____ ft. <input type="checkbox"/> Other (Explain): |
| | <input type="checkbox"/> Supplemental well (List OSE No. for all wells this will supplement): |

5. ADDITIONAL STATEMENTS OR EXPLANATIONS (Use additional sheets if necessary)

Existing well in not working conditions and not registered with OSE. Drilling a replacement well (new)

ACKNOWLEDGEMENT

I, We (name of applicant(s)), Donald R. Sinclair

Print Name(s)

affirm that the foregoing statements are true to the best of (my, our) knowledge and belief.

Applicant Signature

Applicant Signature

ACTION OF THE OFFICE OF THE STATE ENGINEER (FOR OSE USE ONLY)

This application is approved subject to the attached general and specific conditions of approval.

Witness my hand and seal this 25th day of August, 2023, for the New Mexico State Engineer,

By:

Signature

Print



FOR OSE INTERNAL USE

Well Tag ID Issued? ☒ Yes ☐ No

Application for Permit, Form wr-01, Rev 02/02/2023

| | | |
|-------------------------|------------------------|-------------------------------|
| File No.: <u>H-4819</u> | Trm No.: <u>750450</u> | Well ID Tag No.: <u>21912</u> |
|-------------------------|------------------------|-------------------------------|

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (A thru S)

- 17-A The maximum combined diversion of all wells that may be appropriated under this permit is 1.000 acre-feet in any year (One acre-foot equals 325,851 gallons).
- 17-B The well shall be drilled by a driller licensed in the State of New Mexico in accordance with 72-12-12 NMSA 1978. A licensed driller shall not be required for the construction of a well driven without the use of a drill rig; provided that the casing shall not exceed two and three-eighths (2 3/8) inches outside diameter.
- 17-C The well driller must file the well record with the State Engineer and the applicant within 30 days after the well is drilled or driven. It is the well owner's responsibility to ensure that the well driller files the well record. The well driller may obtain the well record form from any District Office or the Office of the State Engineer website.
- 17-D The production casing shall not exceed 7 inches outside diameter except under specific conditions in which reasons satisfactory to the State Engineer are shown.
- 17-E To request a change to the purpose of use of water authorized under this permit, the permittee shall file an application with the State Engineer.
- 17-F An application for a new 72-12-1.1 NMSA 2003 domestic well permit where the proposed point of diversion is to be located on the same legal lot of record as an operational 72-12-1.1 NMSA domestic well shall be treated as an application for a supplemental well and the combined diversion may not exceed the maximum annual diversion permitted.
- 17-G If artesian water is encountered, the well driller shall comply with all rules and regulations pertaining to the drilling and casing of artesian wells.
- 17-H The drilling of the well and amount and uses of water permitted are subject to such limitations as may be imposed by a court or by lawful municipal or county ordinance which are more restrictive than the conditions of this permit and applicable State Engineer regulations.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 1

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (Continued)

- 17-I The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.
- 17-J The well shall be set back a minimum of 50 ft. from an existing well of other ownership unless a variance has been granted by the State Engineer. The State Engineer may grant a variance for a replacement well or to allow for maximum spacing of the well from a source of groundwater contamination. The well shall be set back from potential sources of contamination in accordance with federal, state, and local requirements.
- 17-K Pursuant to section 72-8-1 NMSA 1978, the permittee shall allow the State Engineer and OSE representatives entry upon private property for the performance of their respective duties, including access to the ditch or acequia to measure flow and also to the well for meter reading and water level measurement.
- 17-L The permit is subject to cancellation for non-compliance with the conditions of approval or if otherwise not exercised in accordance with the terms of the permit.
- 17-M The right to divert water under this permit is subject to curtailment by priority administration as implemented by the State Engineer or a court.
- 17-N In the event of any change of ownership to this permit the new owner shall file a change of ownership form with the State Engineer in accordance with Section 72-1-2.1 NMSA 1978.
- 17-O This well permit shall automatically expire unless the well is completed and the well record is filed with the State Engineer within one year of the date of issuance of the permit.
- 17-P The well shall be constructed, maintained, and operated to prevent inter-aquifer exchange of water and to prevent loss of hydraulic head between hydrogeologic zones.
- 17-Q The State Engineer retains jurisdiction over this permit.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 2

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**

GENERAL CONDITIONS OF APPROVAL (Continued)

- 17-R The State Engineer shall supply a well identification tag for the well driller to firmly affix to the well casing or cap with a steel band upon completion in accordance with Subsection M of 19.27.4.29 NMAC.
The permit holder is responsible for maintaining the well identification tag.

Well Tag(s) associated with this permit:
21412

GENERAL CONDITIONS OF APPROVAL (A thru S)

- 17-S Construction of a water well by anyone without a valid New Mexico Well Driller License is illegal, and the landowner shall bear the cost of plugging the well by a licensed New Mexico well driller. This does not apply to driven wells, the casing of which does not exceed two and three-eighths inches outside diameter.

SPECIFIC CONDITIONS OF APPROVAL

- 17-10 Total diversion from all wells under this permit number shall not exceed 1.000 acre-feet per annum.
- 17-11 This permit authorizes the diversion of water for domestic use to serve a single household. The total diversion of water under this permit shall not exceed 1.000 acre-feet per year. The diversion of water for domestic use may include the watering of non-commercial trees, lawn and garden not to exceed one acre.
- 17-6C Upon completion of the new well, the replaced well shall be plugged. The well driller shall file a plugging plan for the replaced well with and it shall be approved by the Office of the State Engineer prior to plugging. The well driller shall file the Plugging Record with the appropriate district office and the applicant within 30 days of completion of plugging of the well but no later than log_{due}.
- LOG This permit will automatically expire unless the well H 04819 POD1 is completed and the well record filed on or before 08/24/2024.

Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 3

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

ACTION OF STATE ENGINEER

This application is approved for the use indicated, subject to all general conditions and to specific conditions listed above.

Witness my hand and seal this 25 day of Aug A.D., 2023

Mike A. Hamman, P.E., State Engineer

By:

Vanessa Clements
VANESSA CLEMENTS



Trn Desc: H 04819 POD1
Log Due Date: 08/24/2024
Form: wr-01

File Number: H 04819
Trn Number: 750450

page: 4

RUIDOSO-THE COMPOUND LLC

**WRITTEN CONSENT OF SOLE MANAGER
IN LIEU OF AN ORGANIZATIONAL MEETING**

May 8, 2019

The undersigned, being the sole Manager of Ruidoso-The Compound LLC, a Texas limited liability company (the "Company"), does hereby consent to the following action taken in lieu of an organizational meeting of the Board of Managers:

RESOLVED, that the Certificate of Formation of the Company, which was filed in the Office of the Secretary of the State of Texas on January 7, 2019, be, and the same hereby is, approved, and that a copy of such Certificate of Formation issued by the Secretary of State of the State of Texas be inserted in the minute book of the Company to identify the same as the Certificate of Formation approved herein; and

RESOLVED FURTHER, that the Company Agreement presented to the Manager of the Company be, and the same hereby is, adopted, section by section and as a whole, as the Company Agreement of the Company, and it is hereby directed that such Company Agreement, upon due execution, be entered into the minute book of the Company to identify such Company Agreement as that adopted herein; and

RESOLVED FURTHER, that the Manager of the Company be, and hereby is, authorized to pay all fees and expenses incident to and necessary for the organization of the Company; and

RESOLVED FURTHER, that the Manager of the Company be, and hereby is, authorized, on behalf of the Company and in the name of the Company, to select, establish, and set up a bank or bank accounts, wherein may be deposited any of the funds of the Company; and

RESOLVED FURTHER, that the following person(s) be designated as the officers of the Company, with the titles indicated below, the assignment of such titles constituting the delegation to such person of the authority and duties that are normally associated with the same title commonly used for officers of a business corporation organized in Texas, to hold such office until his successor is duly designated and qualified, until his death, or until he resigns or is removed, as provided by the Company Agreement of the Company:

Name

Office

05E 011 AUG 22 2023 PM 10:37

Donald R. Sinclair
Susan L. Sinclair

President
Vice President/Secretary

RESOLVED FURTHER, that issuance of the Membership Interests, in the amount and for the consideration set forth in the following schedule, is hereby authorized:

| <u>Membership Interests to be Registered in the Name of:</u> | <u>Percentage of Membership Interests</u> | <u>Consideration</u> |
|--|---|----------------------|
| Donald R. Sinclair | 100% | \$5,000 |

RESOLVED FURTHER, that the fiscal year of the Company shall end each December 31; and

RESOLVED FURTHER, that the executive officers of the Company are hereby authorized, empowered and directed, for and on behalf of the Company and in the name of the Company, to execute such other agreements or documents incidental to the Company's business and take all such actions as such officer in his sole discretion shall determine necessary or appropriate in order to carry out the Company's responsibilities and obligations; and

RESOLVED FURTHER, that for the purpose of authorizing the Company to transact business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, the executive officers of the Company are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal or otherwise, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein and, whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificates, reports, revocations of appointment or surrenders of authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country; and

RESOLVED FURTHER, that the executive officers and Manager of the Company are hereby authorized and directed to execute any and all such instruments and to take any and all such other action as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions; and

USE ON AUG 22 2023 AM 10:37

RESOLVED FURTHER, that all of the lawful acts and deeds of the Company taken in connection with the foregoing resolutions, and any agreements, documents or instruments that the Manager of the Company have heretofore executed as aforesaid, are hereby authorized, adopted, ratified, confirmed and approved and shall be the binding acts and deeds of the Company.

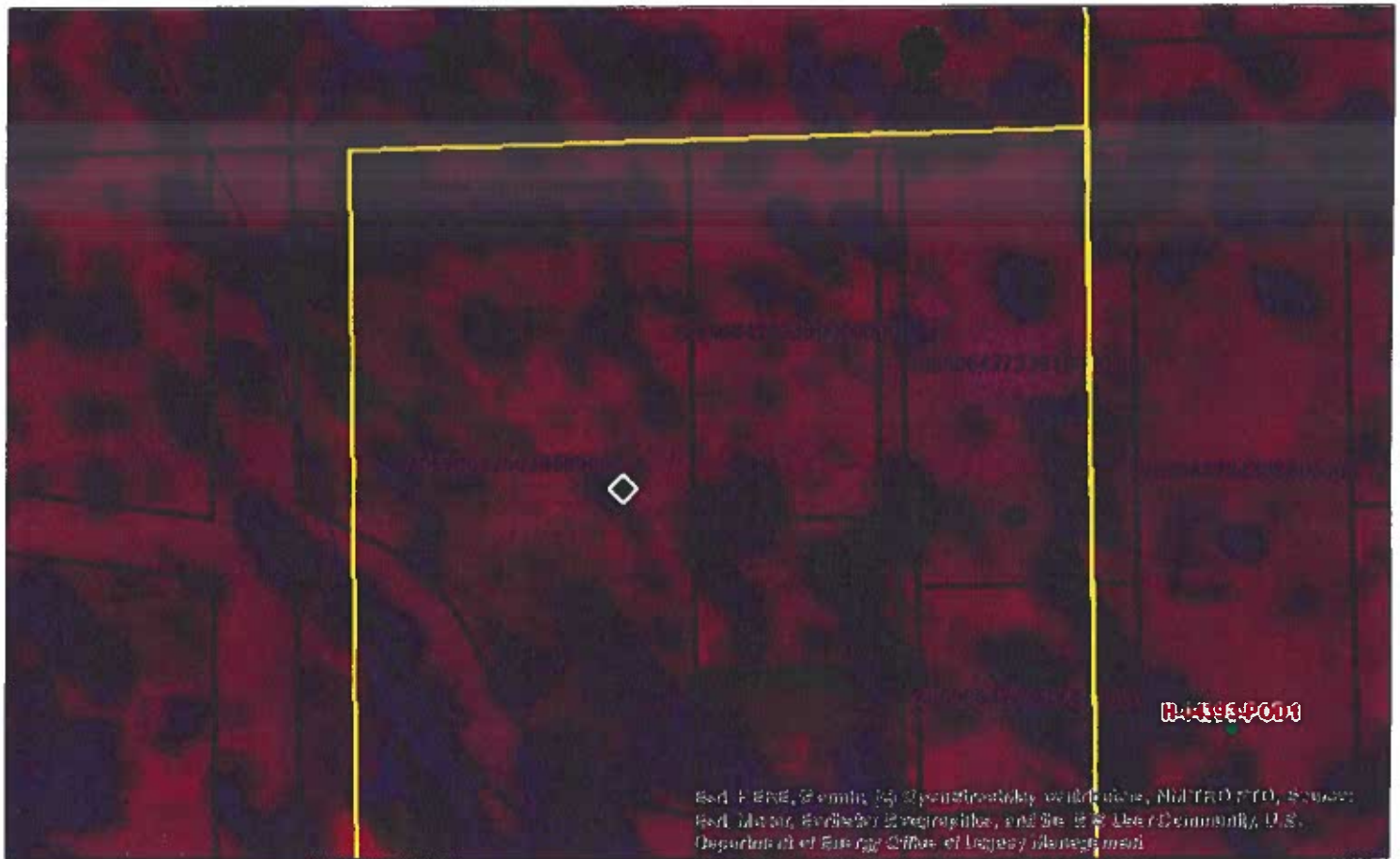
IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

MANAGER:



DONALD R. SINCLAIR

03E DIT PLG 22 2023 AM 10:37



Coordinates
UTM - NAD 83 (m) - Zone 13
 Easting 433178.988
 Northing 3688932.757
State Plane - NAD 83 (f) - Zone C
 Easting 1802877.054
 Northing 850735.830
Degrees Minutes Seconds
 Latitude 33 : 20 : 15.000000
 Longitude -105 : 43 : 5.000000
 Location pulled from Coordinate Search

NEW MEXICO OFFICE
 OF THE
 STATE ENGINEER

1:1,128
 0 20 40 80



8/25/2023



We warrant that the data was obtained from the New Mexico Office of the State Engineer. We do not warrant the accuracy or completeness of the data. The data is provided for informational purposes only. The data is not to be used for legal purposes. All rights reserved. No warranty is made for the use of this information. Department of Energy Office of Legacy Management

Spatial Information
 County: Lincoln
 Groundwater Basin: Hondo
 Abstract Area: Hondo Rio Ruidoso
 Land Grant: Not in Land Grant
Restrictions:
 Ruidoso Domestic Well Restriction
PLSS Description
 SESENESEW Qtr of Sec 19 of 011S 013E
 Derived from CADNSDI- Qtr Sec. locations are
 calculated and are only approximations

Parcel Information
 UPC/DocNum: 4069064250396000000
 Parcel Owner:
 Address: null null null
 Legal:

POD Information
 Owner:
 File Number:
 POD Status: NoData
 Permit Status: NoData
 Permit Use: NoData
 Purpose:

- | | | | | | | | |
|---|--|---|--|--|--|--|--|
| <p>Calculated PLSS</p> <p>Coord Search Location</p> <p>GIS WATERS</p> <p>PODs</p> <p>Pending</p> <p>Water Right Regulations</p> <p>Local Ordinance Area</p> <p>OSE District Boundary</p> | <p>NHD Flowlines</p> <p>Stream River</p> <p>Site Boundaries</p> <p>Bernalillo County Parcels 2023</p> <p>Catron County Parcels 2023</p> <p>Chaves County Parcels 2023</p> <p>Cibola County Parcels 2023</p> | <p>Coffey County Parcels 2023</p> <p>Curry County Parcels 2023</p> <p>DeBaca County Parcels 2023</p> <p>Dona Ana County Parcels 2023</p> <p>Eddy County Parcels 2023</p> <p>Grant County Parcels 2023</p> | <p>Guadalupe County Parcels 2023</p> <p>Harding County Parcels 2023</p> <p>Hidalgo County Parcels 2023</p> <p>Lea County Parcels 2023</p> <p>Lincoln County Parcels 2023</p> | <p>Los Alamos County Parcels 2023</p> <p>Luna County Parcels 2023</p> <p>McKinley County Parcels 2023</p> <p>Mora County Parcels 2023</p> <p>Otero County Parcels 2023</p> | <p>Quay County Parcels 2023</p> <p>Rio Arriba County Parcels 2023</p> <p>Roosevelt County Parcels 2023</p> <p>San Juan County Parcels 2023</p> <p>San Miguel County Parcels 2023</p> | <p>Sandoval County Parcels 2023</p> <p>Santa Fe County Parcels 2023</p> <p>Serran County Parcels 2023</p> <p>Socorro County Parcels 2023</p> <p>Taos County Parcels 2023</p> | <p>Torrance County Parcels 2023</p> <p>Union County Parcels 2023</p> <p>Valencia County Parcels 2023</p> |
|---|--|---|--|--|--|--|--|

Mike A. Hamman, P.E.
State Engineer



Roswell Office
1900 WEST SECOND STREET
ROSWELL, NM 88201

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER**

Trn Nbr: 750450
File Nbr: H 04819

Aug. 25, 2023

DONALD R. SINCLAIR
RUIDOSO - THE COMPOUND LLC
3512 ALBANS RD.
HOUSTON, TX 77005

Greetings:

Enclosed is your copy of the above numbered permit that has been approved in accordance with NM Statute Section 72-12-1 subject to the conditions set forth on the approval page.

Carefully review the attached conditions of approval for these specific permit requirements:

- * The applicant is responsible for providing the contracted driller with the permit Conditions of Approval and the enclosed well identification tag (if applicable), which must be firmly affixed to the well casing or cap.
- * If metering is required, a meter report form must be properly completed and submitted to this office upon installation.
- * The well record and log must be submitted within 30 days of the completion of the well or if the attempt was a dry hole. When conditions require a replaced well be plugged, a plugging record must be properly completed and submitted to this office within 30 days of plugging.
- * This permit expires and will be cancelled if no well is drilled and/or a well log is not received by the date set forth in the conditions of approval.

Appropriate forms can be downloaded from the OSE website www.ose.state.nm.us or will be mailed upon request.

Sincerely,


Vanessa Clements
(575) 622-6521

Enclosure

wr_01app



New Mexico Office of the State Engineer

Transaction Summary

72121 All Applications Under Statute 72-12-1

Transaction Number: 750450

Transaction Desc: H-4819 POD1

File Date: 08/22/2023

Primary Status: PMT Permit


Secondary Status: APR Approved

Person Assigned: vclement


Applicant: RUIDOSO - THE COMPOUND LLC

Contact: DONALD R. SINCLAIR

Events

|  | Date | Type | Description | Comment | Processed By |
|---|------------|------|-----------------------------|------------------|--------------|
| | 08/22/2023 | APP | Application Received | * | vclement |
| | 08/25/2023 | FIN | Final Action on application | | vclement |
| | 08/25/2023 | WAP | General Approval Letter | | vclement |
| | 11/15/2023 | QAT | Quality Assurance Completed | DATA | aramirez |
| | 11/28/2023 | QAT | Quality Assurance Completed | DATA | pabeita |
| | 11/30/2023 | QAT | Quality Assurance Completed | IMAGE | abeckwit |
| | 11/30/2023 | ARW | WRAB Main File Rm Arch Sect | H 04819 Archived | abeckwit |

Change To:

| WR File Nbr | Acres | Diversion | Consumptive | Purpose of Use |
|-----------------------------|-------|-----------|---|------------------------------------|
| H 04819 | | 1 | | DOM 72-12-1 DOMESTIC ONE HOUSEHOLD |
| **Point of Diversion | | | | |
| H 04819 POD1 | | 433178 | 3688933  | |

Remarks

"EXISTING WELL IN NOT WORKING CONDITIONS AND NOT REGISTERED WITH OSE. DRILLING A REPLACEMENT WELL"

Conditions

- 10 Total diversion from all wells under this permit number shall not exceed 1 acre-foot per annum.
- 11 This permit authorizes the diversion of water for domestic use to serve a single household. The total diversion of water under this permit shall not exceed 1 acre-foot per year. The diversion of water for domestic use may include the watering of non-commercial trees, lawn and garden not to exceed one acre.
- 6C Upon completion of the new well, the replaced well shall be plugged. The well driller shall file a plugging plan for the replaced well with and it shall be approved by the Office of the State Engineer prior to plugging. The well driller shall file

the Plugging Record with the appropriate district office and the applicant within
30 days of completion of plugging of the well but no later than log due.

Action of the State Engineer

**** See Image For Any Additional Conditions of Approval ****

Approval Code: A - Approved

Action Date: 08/25/2023

Log Due Date: 08/24/2024

State Engineer: Mike A. Hamman, P.

The data is furnished by the NMOSE/ISC and is accepted by the recipient with the expressed understanding that the OSE/ISC make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the data.

3/7/24 4:26 PM

TRANSACTION
SUMMARY