

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR COUNCIL MEETING
FEBRUARY 13, 2024 AT 1:00 PM**

**313 Cree Meadows Dr. Ruidoso
NM, 88345**

CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
January 9, 2024 Regular Meeting
January 30, 2024 Special Meeting
January 30-31, 2024 Strategic Planning Workshop
2. Approval of Certificate of Records Destruction No. 2024-002
3. Approval of Purchase of a 2024 Peterbilt Grapple Truck Model 537 from Peterson Industries for the Solid Waste Department Utilizing Sourcewell contract #040621-P11 in the Amount of \$258,882.14.
4. Approval of Adoption of Resolution 2024-07 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority, and Village of Ruidoso, Lincoln County, New Mexico, in the Amount of \$50,000.
5. Approval of T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo 10 T- Hangar beginning February 14th, 2024.
6. Approval of Request to Schedule a Public Hearing on March 12, 2024, for Case RZ 2024-1; Petition to Rezone 109 Reese Dr. Lot 62, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

PUBLIC INPUT. (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions

2. Proclamation: Recognizing Virgil Reynolds

BOARD AND COMMISSION APPOINTMENTS.

1. Appointment of Michael Martinez, Deputy Village Manager and Samantha Serna, Community Development Director, to the Southeast Regional Transportation Planning Organization (SERTPO)

VILLAGE MANAGER REPORT.

1. Village Manager's Report
2. Update on Wingfield Heritage House Museum Strategic Plan

REPORTS FROM MUNICIPAL OFFICIALS.

PUBLIC HEARINGS.

1. Public Hearing on Proposed Amended Ordinance 2017-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso.

REGULAR ITEMS.

1. Discussion and Possible Action on Purchase and Installation of a Playground for School House Park from The PlayWell Group, Inc. Utilizing Buyboard Contract #679-22, in the Amount of \$460,624.29 including NMGR.
2. Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the West Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,678.16 including NMGR; Funding Provided by the Quality of Life Grant.
3. Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the East Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,170.50 including NMGR; Funding Provided by Lodger's Tax Fund.
4. Discussion and Possible Action on Rehabilitation on Geunever Liftstation, White Mountain Liftstation and Thrill Hill Liftstation through Sole Source by James, Cooke & Hobson, Inc. in the Amount of \$348,265.63 Including NMGR.
5. Discussion and Possible Action on Adoption of Resolution 2024-08, a Resolution of Support and Commitment to the Funding of the 2025 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of \$377,965.00.
6. Discussion and Possible Action on Adoption of Resolution 2024-09, a Resolution for Commitment of Funding from New Mexico Department of Transportation (NMDOT) for the 2025 Municipal Cooperative Funding Program (CO-OP) in the Amount of \$334,365.00.

7. Discussion and Possible Action on Agreement Between the Village of Ruidoso and Fawn Ridge Property Owners' Association for Continued Access to Water Supply.
8. Discussion and Possible Action on Task Order RFP #2023-001P-002, Final Design for Meander and Warrior Drive Culverts with DuBois & King, Inc. for \$105,645 including GRT.
9. Discussion and Possible Action on Task Order A, Awarded through RFP #2024-002P with Armstrong Consultants, Inc. (Engineer) For Pavement Rehabilitation of Parallel Taxiway A, in the Amount of \$81,573.38, Including NMGR.
10. Discussion and Possible Action on Evaluation Committee's Recommendation of Non-Award of RFP #2024-005P Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units.
11. Discussion and Possible Action on Agreement with Homespot through Cooperative Educational Services (CES) Contract 2023-21-C111-ALL for the Purchase of Two Bedroom and Three Bedroom Champion Modular Units to be Placed at 603 Mechem for Workforce Housing; Unit Cost is Under Negotiation between the Vendor and the Manufacturer Due to the Number of Units being Purchased; Funding for the Units Provided by Grant Appropriation 23-H5043-5.

CLOSED SESSION.

- Discussion of limited personnel matters concerning Contract for Village Manager. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.(1) Case No: D-1226-CV-2024-00011 (2) Case No: D-1226-CV-2024-18 (3) Case No: D-1226-CV-2024-19
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

ADJOURN.

I certify that notice has been given in compliance with 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.

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: February 13, 2024

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes
January 9, 2024 Regular Meeting
January 30, 2024 Special Meeting
January 30-31, 2024 Strategic Planning Workshop

Financial Impact:

None.

Item Discussion:

Approval of Governing Body Minutes
January 9, 2024 Regular Meeting
January 30, 2024 Special Meeting
January 30-31, 2024 Strategic Planning Workshop

Recommendations:

To Approve Governing Body Minutes.

ATTACHMENTS:

Description

Regular Meeting Minutes January 9, 2024

Special Meeting Minutes January 30, 2024

Workshop Meeting Minutes January 30-31, 2024 - Strategic Planning

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
JANUARY 9, 2024**

CALL TO ORDER

Mayor Lynn D. Crawford called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Salas, Jackson, Lutterman, Hooker and Eby were recorded present in person. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Adam Sanchez, Public Works Director; Joe Kasuboski, Fire Chief; Lee Baker, Airport Manager; Samantha Serna, Community Development Director; Matthew Baird, Parks & Rec Director; Christella Armijo, Water Resource Director; Robin Parks, Staff Accountant II; Eddie Ryan, Special Events Manager & Strategic Partnerships; Ashlie Carbajal, Water Resource Manager; Bobby Simpson, Code Enforcement; Lawrence Chavez, Police Chief; Ashlie Carbajal, Water Resource Manager; David Tetreault, Assistant Parks & Rec Director; Steve Minner, Deputy Police Chief; Randy Koehne, Water Production Manager; Andrea Nejerres, Capital Projects Coordinator; Anthony Montes, Community Center Supervisor; Judi Starkovich, Director of Finance; Amber Word, Community Center Coordinator; Eric Queller, Emergency Manager; Diana Free, HR Administrative Assistant; Cheryl Gerthe, HR Manager; Johanna Quintana, HR Generalist; Melissa Moody, Parks & Recreation Administrative Assistant; Dick Cooke, Director of Forestry; Isaac Garcia, RWWTP Director; Seth Carruth, Police Dept.; Josh Long,, Street Manager; Oscar Ulate, Facilities Supervisor; Ezekial Alvarez, Solid Waste Dept.; Desmond Warner, Parks & Recreation; Tammy Waterfield, Parks & Recreation Custodian; Alex Salas; and Zachary J. Cook, Village Attorney. There were approximately 5 visitors present in person.

APPROVAL OF AGENDA.

Councilor Jackson moved to approve the agenda, Councilor Eby seconded the motion and upon a roll call of all present voting "aye" the motion passed.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
December 12, 2023 Regular Meeting
2. Approval of Certificate of Records Destruction No. 2024-001.
3. Approval of Adoption of Resolution 2024-01, a Resolution Establishing an Annual Schedule of Governing Body Meetings and Determining Reasonable Notice for Public Meetings of the Village of Ruidoso.
4. Approval of Assignment of Ground Lease dated December 14, 2021, between the Village of Ruidoso and Mesa Apartments, L.LC to EC Ruidoso, LP for property

located at 1104 Mechem Drive.

5. Approval of Resolution 2024-05 A Resolution of Administrative Support and Commitment to Funding from New Mexico MainStreet and the Economic Development Department in the Amount of \$265,000 for a Pedestrian & Parking Lot Improvement Project.
6. Approval of Purchase of an Arapahoe Style Bathroom for North Park, Utilizing Sourcewell Cooperative Purchasing Contract #081721-CXT from CXT Precast Concrete Products, in the Amount of \$254,418.00.
7. Approval of Purchase of a Denali Style Bathroom for School House Park Utilizing Sourcewell Cooperative Purchasing Contract #081721-CXT from CXT Precast Concrete Products, in the Amount of \$115,803.00.
8. Approval of Purchase of a Taos Style Bathroom for The Country Club Property in Midtown Utilizing Sourcewell Cooperative Purchasing Contract #081721-CXT from CXT Precast Concrete Products, in the Amount of \$238,938.00.
9. Approval of Multi-Awards of RFP #2024-003P On-Call Professional & General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Bohannon Huston, Inc. and Stantec Consulting Services, Inc.
10. Approval of Professional Services Agreements with Bohannon Huston, Inc. and Stantec Consulting Services, Inc. for On-Call Professional & General Engineering Services awarded via Request for Proposal #2024-003P.
11. Approval of Adoption of Resolution 2024-04, A Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.
12. Approval of Purchase of a 2024 Chevrolet Silverado MD 5500 4 WD Crew WT with a Knapheide Service Body and a Liftmoore Crane (6,000 lbs. capacity), from Tillery Chevrolet GMC, through Cooperative Education Resources (CES) contract #2020-31A-C104-ALL, in the Amount of \$181,449.00.
13. Approval of Request to Schedule a Public Hearing on February 13, 2024, on Proposed Ordinance 2024-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso.

Councilor Salas moved to approve the Consent Regular Items as presented, Councilor Hooker seconded the motion and upon a roll call vote of all present voting "aye" the

motion passed.

PUBLIC INPUT.

No public input.

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions

Mayor Crawford presented the following new employees:

Ezekial Alvarez – Solid Waste Department – DOH 1/2/24
Desmond Warner – Parks & Recreation Dept.- DOH 1/2/24
Tammi Waterfield - Parks & Recreation Dept. - DOH – 1/3/24

Mayor Crawford presented the following promotion:

Justin Mize - Lieutenant - Fire Dept. - DOP: 12/31/23

2. Presentation of Employee and Department of the Quarter

**Employee of the Quarter 4 (October-December):
Melissa Moody**

**Department of the Quarter 4 (October-December):
Parks and Recreation**

The Mayor presented the Employee and Department of the 4th Quarter (October-December):

Melissa Moody was recognized as Employee of the Quarter and the Parks & Recreation Dept. was recognized as the Department of the Quarter.

3. Recognition of Village Employees who Obtained their Commercial Driver's License through ENMU's 5 Week Class A CDL Program

Mayor Crawford recognized the following Village employees:

Nathan Fuchs
Anthony Nanz
Nicholas Gonzales
Alex Salas
William Herrera

4. Lincoln County Day in Santa Fe

Deborah Douds, Director of the Ruidoso Valley Chamber of Commerce presented that Lincoln County Days would be held in Santa Fe, during the 2024 NM Legislative Session on Feb. 7 and invited all those interested to attend.

5. Update on High Mountain Youth Project

Laurie Benavides and Dr. Clayton Alred, updated the Council of progress made on the

High Mountain Youth Project. Ms. Benavides stated that construction of the crisis dormitory shelter was complete and that they have received the Certificate of Occupancy for the building.

6. Introduction of Stephanie Leland, Ruidoso Midtown Association (RMA) Executive Director

The Mayor introduced Ms. Leland who presented to Council that she was very pleased to be the new Director of the Ruidoso Mid-Town Association (RMA).

7. Water Storage Report

Christella Armijo, Water Resource Director and Ashlie Carbajal, Water Resource Manager, reported to Council the importance of water conservation and that the Water Resource Dept., makes it a priority to ensure that all Village of Ruidoso water storage tanks have sufficient amounts of water stored for Village use.

BOARD AND COMMISSION APPOINTMENTS.

1. Appointment to the Keep Ruidoso Beautiful Board - Karen Joyce

Mayor Crawford recommended to Council that Karen Joyce be appointed to serve on the Keep Ruidoso Beautiful Board. Councilor Lutterman made a motion to approve the appointment, Councilor Eby seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

Ronald L. Sena, Village Manager, presented his monthly Managers Report.

2. Update on Grapple Trucks

Michael Martinez, Deputy Manager updated the Council that the Solid Waste Dept. had several grapple trucks down waiting on parts. Mr. Martinez stated that trash pickup in the Village has not been impacted.

3. Update on 99 Sunny Slope Drive

Adam Sanchez, Public Works Director updated Council that mobile home on 99 Sunny Slope has been set and electricity hooked up.

4. Update on 603 Mechem Drive

Michael Martinez, Deputy Manager updated the Council that draft design plans for housing at 603 Mechem Dr. are currently in process.

5. Update on School House Park Playground Equipment

Matthew Baird, Parks & Recreation updated Council that plans for playground equipment are being negotiated with the vendor.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Jackson recognized all volunteers that worked during the holiday season. Councilor Hooker recognized National Law Enforcement Day and applauded the efforts of the street department on snow removal in the Village during recent storms. Councilor Salas agreed with input from Councilor Jackson and Councilor Hooker. Councilor Lutterman wished everyone a "happy new year" and that she was looking forward to the strategic planning process to be held later in the month. Councilor Eby was also thankful for the snow removal efforts of the streets department.

PUBLIC HEARINGS.

1. Public Hearing on Proposed Ordinance 2023-07, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances; Chapter 38- Environment; Amending Section 38-81(c).

Mayor Crawford opened the Public Hearing stating that the purpose of the Public Hearing was for the consideration of adoption of proposed Ordinance 2023-07. Zach Cook presented to Council the proposed Ordinance included language defining the amount of time in which a property owner must complete abatement if the property has been properly declared a nuisance. The proposed language is **and if the owner, occupant or agent in charge of the building, structure or premises fails to complete the removal of the building, structure, ruin, rubbish, wreckage or debris within thirty (30) days or within such time as provided by the Governing Body after commencement or removal of the building, structure, ruin, rubbish, wreckage or debris**, the village may remove or contract for the removal of the building, structure, ruin, rubbish, wreckage, etc. Mayor Crawford asked for public comments, there being none Mayor Crawford closed the Public Hearing. After further discussion between all, Councilor Jackson made a motion to approve and adopt Ordinance 2023-074 Councilor Hooker seconded the motion and upon a roll call vote of Councilor Jackson voting "aye", Councilor Hooker voting "aye", Councilor Eby voting "aye", Councilor Salas voting "aye", and Councilor Lutterman voting "aye" the motion passed.

REGULAR ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2024-02, a Resolution Finding the Property Located at 215 Hart Ave, Block 5, Lots 10 Through 13, of the Paradise Canyon Subdivision 2nd Supplement, Ruidoso, New Mexico, a Public Nuisance.

Councilor Hooker made a motion to approve Resolution 2024-02, Councilor Jackson seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

2. Discussion and Possible Action on Ruidoso Police Department Policies for Accreditation and Approval, Canon of Police Ethics, Goals and Objectives, Risk Analysis, Standard Operating Procedure (SOP) Committee, Use of Force Training, Vehicle Pursuits, Vehicle Pursuits – Supervisor and Cooper Standards.

Lawrence Chavez, Police Chief, presented to the Council Police Department various policies needed for accreditation of the Village of Ruidoso Police Department. Councilor Salas recommended that the word "City" be changed to "Village" in section 1.A.3 of the Standard Operating Procedures. Councilor Hooker made a motion to approve the listed

policies, Jackson seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

3. Discussion and Possible Action on Agreement between the Village of Ruidoso and Southwest Contracting & Assoc. dba Wilson Thinning, Utilizing State Price Agreement 30-00000-22-00023, for Moon Mountain Fuel Break Project, in the Amount of \$155,925.23.

Councilor Jackson made a motion to approve the Agreement, Councilor Hooker seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

4. Discussion and Possible Action on Adoption of Resolution 2024-03, A Resolution of the Village of Ruidoso Adopting the Lincoln County Multi-Jurisdictional Hazard Mitigation Plan 2023.

Councilor Hooker made a motion to approve Resolution 2024-03, Councilor Jackson seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

5. Discussion and Possible Action on Amendment #3 with Miller Engineers Inc. d/b/a Souder Miller & Associates for Preliminary Design, Final Design, Construction Administration, Construction Observation and Closeout Services for Replacement of 2,226 Additional Linear Feet of Asbestos Cement Waterline (Detailed in Original Contract Dated June 8, 2021) in the Amount of \$90,440.42 Including NMGRT. Total Contract Cost with Amendment \$615, 903.11, Including NMGRT.

Councilor Jackson made a motion to approve Amendment #3 with Souder Miller & Associates, Councilor Lutterman seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

6. Discussion and Possible Action on Lease Agreement with Pete's Equipment Repair Inc. for a 2024 Vactor 2100i Mounted on a 2025 Kenworth T880 through Sourcewell Contract #RFP #101221-VTR for a Term of 5 Years in the Amount of \$776,737.46.

Councilor Hooker made a motion to approve the Lease Agreement, Councilor Jackson seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

7. Discussion and Possible Action on Award of ITB #2024-006B Flood Damage Repair at Water Plant No. 1, Base Bid Only, to R. Minnix Construction, Inc. in the Amount of \$274,480.34 including NMGRT.

Councilor Lutterman made a motion to approve the Award to Minnix Construction, Councilor Hooker seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

8. Discussion and Possible Action on Contract for Goods and Services for Flood Damage Repair at Water Plant No. 1 with R. Minnix Construction, Inc. Awarded via Invitation to Bid (ITB) #2024-006B in the Amount of \$274,480.34 including NMGRT, Base Bid Only.

Councilor Lutterman made a motion to approve the Contract to Minnix Construction, Councilor Eby seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

CLOSED SESSION.

There were no issues to be taken to Closed Session.

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

Closed Session was not held.

ADJOURN.

There being no further business to come before the Governing Body, Mayor Lynn D. Crawford adjourned the Regular Meeting at 3:24 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 13th day of February, 2024.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, SPECIAL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
JANUARY 30, 2024**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 8:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Lutterman, Eby, and Jackson were recorded present in person. Councilor Hooker was present via Zoom. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Matthew Baird, Parks and Recreation Director; Judi M. Starkovich, Finance Director; David Tetreault, Assistant Parks and Recreation Director; Christella Armijo, Water Resource Director; Adam Sanchez, Public Works Director; Eddie Ryan, Manager of Events and Strategic Planning and Lawrence Chavez, Police Chief. Municipal employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Robin L. Parks, Staff Accountant II; Dick Cooke, Forestry Director; Ann Lowery, Administrative Assistant II and Frank "Marty" Luna, Water Distribution/Sewer Collection Manager.

1. Discussion and Possible Action on Adoption of Resolution 2024-06, a Resolution Amending the Fiscal Year 2024 Budget (Quarter Ending December 31, 2023) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof.

Ms. Starkovich stated the following: each quarter, the Finance department reviewed changes to the budget; the following areas were reviewed: revenues, personnel, operations, capital outlay, transfers in, transfers out, and cash for each fund; the New Mexico Department of Finance and Administration (DFA) required Council to pass a resolution for all budget increases, decreases, and transfers between fund; the revision encompassed all budget changes processed October 1, 2023 through December 31, 2023 (Quarter 2 of FY 2024); the budget resolution was due to DFA on January 31, 2024; the resolution would serve as the second budget adjustment for FY 2024; and the Internal Finance Committee reviewed and approved the budget adjustment on January 26, 2024.

Ms. Starkovich reviewed in detail with Council the following: 1) DFA Resolution Report titled Schedule of Budget Adjustments, 2) Budget Adjustments by Fund, 3) Budget Recap by Fund and Department, and 4) Reconciliation to Cash for the General Fund.

Councilor Eby moved To Adopt Resolution 2024-06, a Resolution Amending the Fiscal Year 2024 Budget (Quarter Ending December 31, 2023) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof. Councilor Lutterman seconded

and the motion carried with a roll call vote of all ayes.

2. Discussion and Possible Action on Contract with General Hydronics Utilities through Cooperative Educational Services (CES) Contractor # 2023-05-1267-7 in the Amount of \$143,217.27 Including NMGRT, for the Replacement of 98 Service Lines in the Innsbrook Subdivision.

Mr. Sanchez stated the following: General Hydronics Utilities would replace 98 service lines in the Innsbrook subdivision; the project needed to be complete before the street department started the mill and overlay Co-op project that had to be completed by December 31, 2024.

Councilor Lutterman moved To Approve Contract with General Hydronics Utilities through Cooperative Educational Services (CES) Contractor # 2023-05-1267-7 in the Amount of \$143,217.27 Including NMGRT, for the Replacement of 98 Service Lines in the Innsbrook Subdivision. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3. Discussion and Possible Action on Approval of Purchase of a Replacement Ornamental Iron Fence for Gavilan Memorial Cemetery due to McBride Fire Utilizing State of New Mexico Pricing Agreement Number 20-00000-21-00028 from Albuquerque Fence Company, in the Amount of \$178,747.80 Including NMGRT.

Mr. Baird stated the following: the fence would replace the wooden fence that was burned and lost during the McBride Fire; the department had selected a metal fence to mitigate damage from future fires; and a Legislative Appropriation was received for this project from the State of New Mexico.

Councilor Jackson moved To Approve Purchase of a Replacement Ornamental Iron Fence for Gavilan Memorial Cemetery due to McBride Fire Utilizing State of New Mexico Pricing Agreement Number 20-00000-21-00028 from Albuquerque Fence Company, in the Amount of \$178,747.80 Including NMGRT. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

ADJOURNMENT:

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 8:15 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 13th day of February, 2024.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY
STRATEGIC PLANNING WORKSHOP MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
JANUARY 30-31, 2024**

Mayor Lynn Crawford called the Strategic Planning Workshop Meeting of the Governing Body, Village of Ruidoso to order at 9:00 a.m. on January 30, 2024, by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Jackson, Lutterman, and Eby were recorded present in person. Councilor Hooker appeared via zoom.

LEGISLATIVE UPDATE - SENATOR WILLIAM F. BURT (via Zoom)

Senator William Burt provided an overview of the 2024 Legislative Session.

OVERVIEW OF PROCESS AND REVIEW OF FORM OF GOVERNMENT

Zach Cook, Village Attorney presented to the Governing Body that the Village of Ruidoso operates under a Council-Manager form of government and explained details of operations.

REVIEW VILLAGE MISSION AND PURPOSE

Jini Turri, Village Clerk read the mission and purpose statement for the Village of Ruidoso and the mission and purpose statements for three newly established boards and committees. Those being the Sierra Blanca Regional Airport, Events and Strategic Partnerships and the Wingfield Heritage House Museum. The Clerk stated that all other mission and purpose statements for all other existing boards and committees remain the same.

TACTICAL PLANS REVIEW AND CONSIDERATION OF DEPARTMENTAL TACTICAL PLANS

Legal – Zach Cook

Zach presented his Tactical Plan and touched on the following priorities:

- (1) Maintain compliance with the Inspection of Public Records Act and the Open Meetings Act; and
- (2) Maintaining and following up on Clean and Lien projects, filing of liens and foreclosures.

Clerk's Office – Jini Turri

Jini presented the Tactical Plan for the Clerk's office and touched on the following priorities:

- (1) Maintain compliance with records retention and destruction;
- (2) Cleanup, restructure, and organization of Records Management in Laserfiche;

- (3) Updating and maintaining a master inventory list;
- (4) Creation of a master property list of all Village owned properties, easements, water rights, etc; and
- (5) Continuing education for the Deputy Clerk for designation as a Certified Municipal Clerk.

Human Resources – Cheryl Gerthe

Cheryl presented the Tactical Plan for Human Resources and touched on the following priorities:

- (1) Provide training and development opportunities for all Village employees;
- (2) Develop a formal process for succession planning in all departments;
- (3) Implement a risk assessment program to improve safety and health performance in all departments;
- (4) Implement a training plan for the Human Resources department to ensure a broad knowledge of Human Resources functions; and
- (5) Develop and implement an internship program at the Village to give the opportunity for college students and new graduates for hands-on work experience in their field of study.

Finance – Judi Starkovich

Judi presented the Tactical Plan for the Finance department and touched on the following priorities:

- (1) Prepare a Comprehensive Annual Financial Report (CAFR);
- (2) Develop operating manuals on how to process tasks within Tyler Incode X;
- (3) Help in the development of cost-of-service rates for departments. Assist finance in developing five (5) and ten (10) year plans to ensure adequate funding not only for capital projects but for required levels of service for events; and
- (4) Hire an Assistant Finance Director;

Utility Billing – Judi Starkovich

Judi presented the Tactical Plan for the Utility Billing department and touched on the following priorities:

- (1) Develop a policy and process of addressing delinquent accounts and the process of applying liens;
- (2) Create a “One Stop Shop” for utility connections; and
- (3) Streamline the format of current utility bills.

Information Technology (IT) – Judi Starkovich and Robin Parks

Judi and Robin presented the Tactical Plan for the IT department and touched on the following priorities:

- (1) Develop scope of work to get fiber from main line to homes;
- (2) Evaluation and purchase of new phone system;
- (3) Purchase and install Microsoft 365; and
- (4) Replace servers that have met their life span.

Capital Projects – Judi Starkovich and Christella Armijo

Judi and Christella presented the Tactical Plan for Capital Projects and touched on the following priorities:

- (1) To effectively negotiate, obtain and manage easement documents;
- (2) Develop SOP for obtaining, managing, and closing grants;
- (3) Implement project management software; and
- (4) Complete and closeout FEMA DR1783 (PW) 155 project.

Community Development – Samantha Serna

Samantha presented the Tactical Plan for Community Development and touched on the following priorities:

- (1) Conduct a rewrite of the Zoning Code;
- (2) Hire an economic development staff person or initiate an organization to collaborate among existing economic development organizations, private entities, and local government to implement the economic development strategy;
- (3) Implement Metropolitan Re-Development Area tools;
- (4) Develop affordable housing to recruit and retain employees;
- (5) Prioritize clear, coordinated department policies and procedures, and continue to hold regular meetings with all department leadership to maintain open communication, improved efficiencies, and fewer redundancies; and
- (6) Prevent property from extended periods of vacancy or neglect.

Parks & Recreation Department – Matthew Baird

Matthew presented the Tactical Plan for the Parks & Recreation department and touched on the following priorities:

- (1) Improve and update recreation infrastructure in all existing parks;
- (2) Identify and seek grants that are available from the State's Outdoor Equity Fund from the NM Office of Outdoor Recreation; and
- (1) Identify future parks and recreation needs based on growth, create and adopt a trails master plan, develop and adopt a recreation center master plan, identify location for additional Campsites and RV parking, review staffing needs to provide adequate year-round staffing, and develop a Grindstone Recreation Area Master Plan.

Community Center – Anthony Montes

Anthony presented the Tactical Plan for the Community Center and touched on the following priorities:

- (1) Maintain the Community Center as an identified Red Cross shelter during emergencies and disasters;
- (2) Complete building improvements to the Community Center;
- (3) Develop and provide new programming for the senior citizens in the area;
- (4) Hire and train a new RSVP Coordinator;
- (5) Create a central volunteer hub with information about volunteering; and
- (6) Continue and improve providing community service needs.

Convention Center – Bernadeen Herrera

Bernadeen presented the Tactical Plan for the Convention Center and touched on the following priorities:

- (1) Continue to grow our customer base to reflect “A” groups such as government, associations, and multi-day events;
- (2) Maintain the Convention Center as a desirable location for Community, Associations & Regional Organizations to host meetings; and
- (3) Re-surface and stripe the Convention Center parking lot.

Library – Dianne Staab

Dianne presented the Tactical Plan for the Library and touched on the following priorities:

- (1) Provide convenient community services and expand/update the library to provide more space that is modern, functional, and flexible for programs;
- (2) Make library resources more accessible to all through building and signage improvements; and
- (3) Prepare youth for economic opportunity and enhance the library’s ability to promote career readiness and entrepreneurship.

Events & Strategic Partnerships – Eddie Ryan

Eddie presented the Tactical Plan for events and strategic partnerships and touched on the following priorities:

- (1) Identify impactful events that can foster positive community growth, promote a pro-growth environment, and have a significant economic impact;
- (2) Work towards bringing in musical groups that complement the community;
- (3) Bring in outdoor recreation opportunities that best meet the community’s needs;
- (4) Work with local, state, and national entities to develop partnerships with the Village of Ruidoso; and
- (5) Work as the film liaison for the Village of Ruidoso and Lincoln County.

Wingfield Heritage House Museum – Stephanie Long

Stephanie presented the Tactical Plan for the Wingfield Heritage House Museum and touched on the following priorities:

- (1) Collect the history of Ruidoso;

- (2) Create a welcoming place for the community and museum visitors;
- (3) Work toward making the museum self-sustainable through fundraising; and
- (4) Educate visitors through outreach, media, and in-house education.

KRUI 1490 – Greg Widener

Greg presented the Tactical Plan for KRUI 1490 and touched on the following priorities:

- (1) Align industry with college programs: When meeting with industry clusters to determine necessary skills training;
- (2) Collaborate with Ruidoso Downs and other surrounding communities to discuss strategy and find mutually supportive approaches to economic vitality.
- (3) Develop a series of cultural and historical programs highlighting Ruidoso's heritage; and
- (4) Obtain an FM license.

Team Tourism – Kerry Gladden

Kerry presented the Tactical Plan for Team Tourism and touched on the following priorities:

- (1) Determine the direct impact of Lodgers' Tax/VOR funded events to our Lodgers' Tax collections through strategic analysis;
- (2) Understand the assets and attractions that drive key segments of our tourism economy to better understand how we can serve those assets and attractions;
- (3) Utilize analytics to determine performance of our statewide competition and identify new potential audience growth;
- (4) Have a digital strategy in place to increase brand awareness of the Village of Ruidoso as a vacation destination; and
- (5) Develop a digital strategy, PR strategy, and a public information strategy to increase brand awareness of the Village of Ruidoso as a municipality and government entity that ensures timely distribution of information to residents and local/regional media.

Fire Department – Joe Kasuboski

Joe presented the Tactical Plan for the Fire Department and touched on the following priorities:

- (1) Recruit and retain staffing for safety and emergency response;
- (2) Fire Apparatus maintenance and replacement program to improve response to emergencies;
- (3) ISO Class 2 Fire Protection in the Village of Ruidoso;
- (4) Implement a Community Risk Reduction plan / program; and
- (5) Building and property maintenance.

Office of Emergency Management – Eric Queller

Eric presented the Tactical Plan for the Office of Emergency Management and touched on the following priorities:

- (1) Add and maintain generators on critical facilities. Prioritizing Communication Radio Towers at Convention Center, Community Center, Emergency Operations Center, and Village Hall;
- (2) Update the Emergency Operations Plan for all 24 functional annexes, and corresponding SOPs. Then conduct exercises in accordance with the HSEEP process;
- (3) Move the Emergency Operations Center from Fire Station one into the new Horton Complex;
- (4) Maintain, upgrade, update, and replace sirens. Harden and Generate VOR radio station & radio station tower; and
- (5) Apply for local, state, and federal grants pertaining to Mitigation, preparedness, response, and recovery.

Police Department – Lawrence Chavez

Lawrence presented the Tactical Plan for the Police Department and touched on the following priorities:

- (1) Recruitment, retention, and turnover of personnel;
- (2) Replace roof, modify booking facility, and replace all access control points at the Police Department;
- (3) Obtain accreditation of the Police Department;
- (4) Maintain the Community Policing Initiative;
- (5) Update and acquire equipment; and
- (6) Maintain evidence accountability.

Dispatch – Lawrence Chavez

Lawrence presented the Tactical Plan for the Dispatch Department and touched on the following priorities:

- (1) Recruitment, retention, and turnover of personnel;
- (2) Policy creation for Dispatch to become accredited; and
- (3) Upgrade equipment.

Public Works /Water Distribution / Street Department and Solid Waste– Adam Sanchez, Frank Luna, Josh Long and Jerry Parsons

Adam, Frank, Josh, and Jerry presented the Tactical Plan for the Public Works /Water Distribution / Street Department and Solid Waste Department and touched on the following priorities:

- (1) Rehab existing sewer and manholes, lift stations and hazard mitigation;
- (2) Replace aging infrastructure water line replacement, extension of sewer lines to non-serviced areas, County Club Subdivision;
- (3) Create Master Plan and Rate analysis;
- (4) Construct a new Water/ Sewer utility building and yard;

- (5) Complete Cutler Repaving Project;
- (6) Replace aging infrastructure Water line replacement, extension of sewer lines to non-serviced areas Pine Cliff Subdivisions;
- (7) Retain manpower and recruit manpower;
- (8) Replacement of antiquated equipment;
- (9) Replacement and raising manholes throughout the Village;
- (10) Replace and rehab lift stations Gavilan Canyon, Thrill Hill (Cree Meadows) and Guenevere;
- (11) Fire Hydrant and Valve maintenance and replacement Program;
- (12) Future NMDOT MAP and CO-OP Street projects;
- (13) Buildings, Hot Plant, Property Maintenance/Repair;
- (14) Regularly scheduled dumpster replacement;
- (15) Replacement of Grapple Truck, to replace 2000 Grapple Truck;
- (16) Update Container Shop with spray insulation;
- (17) Update Transfer Station with new fire protection; and
- (18) Replacement of Refuse Truck, to replace 2007 Refuse Truck.

Sierra Blanca Regional Airport – Lee Baker

Lee presented the Tactical Plan for the Airport and touched on the following priorities:

- (1) Terminal / FBO interior remodel / exterior face lift;
- (2) Rehabilitate Taxiway A & aircraft parking ramp;
- (3) Relocate and upgrade of fuel farm;
- (4) Replacement program for all airport apparatus and equipment; and
- (5) Additional hangars.

Forestry – Dick Cooke

Dick presented the Tactical Plan for the Forestry Department and touched on the following priorities:

- (1) Inspect 1200 properties that are out of compliance or that will be going out of compliance during the fiscal year. Priority will be for those properties that according to our record have never been Certified;
- (2) Educate the public regarding green fuels management and wildfire mitigation goals for the Village;
- (3) Hazard tree removal; and
- (4) Thin vegetation from Village right of ways where they do not meet 42-80 Ordinance Standards. Increase sight distance on blind corners and areas with limited visibility.

Water Resource / Water Production / RWWTP-Christella Armijo, Ashlie Carabajal, and Isaac Garcia

Christella, Ashlie, and Isaac presented the Tactical Plan for Water Resource / Water Production and the RWWTP and touched on the following priorities:

- (1) Implement an asset management program;
- (2) Develop a watershed-based plan compliant with EPA standards;
- (3) Develop a drainage master plan with updated development standards;
- (4) Diversify water source assets;
- (5) Prepare utility for emergencies;
- (6) Update Water Conservation Plan;
- (7) Maintain effluent quality;
- (8) Regional Wastewater Treatment Plant Solar Installation;
- (9) Install new fine screens in entrance works;
- (10) Replace existing UV sterilization with new updated unit;
- (11) Put last MBR train into service;
- (12) Water Tank Rehabilitation Project (phase 1 -4);
- (13) Improve the Efficiency of the Water Treatment Facilities;
- (14) Dam and Reservoir improvements for Grindstone and Alto Lake Dams;
- (15) Protect and enhance source water protection and quality; and
- (16) Develop Alto & Grindstone interconnects to help meet operational needs.

ADJOURN:

After completion of the Strategic Planning items, Mayor Crawford adjourned the Workshop meeting which began on January 30, 2024, and ended on January 31, 2024.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: February 13, 2024

Re: Approval of Certificate of Records Destruction No. 2024-002.

Item Summary:

Approval of Certificate of Records Destruction No. 2024-002

Financial Impact:

None

Item Discussion:

Approval of Certificate of Records Destruction No. 2024-002

Recommendations:

To Approve Certificate of Records Destruction No. 2024-002

ATTACHMENTS:

Description

Certificate of Destruction 2024-002



CERTIFICATE OF RECORDS DESTRUCTION NO. 2024-002

Village of Resolution 2021-39 Municipal Records Retention Policy Guidelines, authorizes the destruction of certain records that have reached their retention date.

Per Resolution 2021-39, the following records will be destroyed by shredding through the services of Vital Records Control (VRC) a bonded, certified and secured records destruction company.

See Attachment "A"

Approval for destruction of noted records was approved by the Governing Body of the Village of Ruidoso on the 13th day of February, 2024.

Lynn D. Crawford – Mayor

Jini S. Turri, MMC, Village Clerk

Attachment "A"

Records No.	Record Series Name	Description	Retention Period	Dept.
18.07.010	Building Permit Construction Plans	Various plans as shown in Attachment "B" NOTE: These records have all been scanned digitally and can be produced at any time	1 year from date of Certificate of Occupancy, Completion	Community Development
18.06.008	Elections Administration	Records concerning regular election held on March 3, 2020	2 years after election	Clerk

Attachment "B"

Scand building plans.

1. 105 Butch Baird way, 20130617
2. Fun center bating cages
3. 117 Lariat cr. 20130412
4. 204 Lincoln Hills, 20130149
5. Remington Hollow sub. 20180681
6. 132 Alhambra 20130355
7. 146 Butch Baird way 20140322
8. 822 St, hwy48 p1 20140047
9. 822 St hwy48 p2 20140047
10. 208 Lincoln hills 20122160
11. 705 Highmesa rd. 20140422
12. 265 Lincoln Hills 20130598
13. 157 Lincoln Hills 20140935
14. 105 Ben Hogan ct.
15. 109 Hungate Alley 20140085
16. 223 Cummings dr. 20122194
17. 100 Lavendar ct. 20140612
18. 364 Hwy220 20141183
19. 100 Green brier gt. 20140880
20. 240 Saddleback rd. 20140113
21. 213 Coconino ln. 20150097
22. 180 Corvo Crista 20140507
23. 104 Quail run 20140599
24. 103 Pinky rd. 20140294
25. 120 Golden Eagle 20140003
26. 131 Gary Plyer ct. 20141070
27. 201 5th st. 20122213
28. 172Deer Park 20122153

- 29. 104 East Porr 20122212
- 30. 107 Sunflower et. 20122119
- 31. 117 San Mateo 20121781
- 32. 203 Lee Trivino 20130791
- 33. 407 Scenic 20140927
- 34. Grindstone Canyon resort street map
- 35. Grindstone Canyon Access Road
- 36. 102 close rd. 20122056
- 37. Corazon de Ruidoso subdivision
20180681
- 38. Shenanigans 2300 Sudderth Drive
- 39. 100 Vision Dr. assisted living

Scanned building plans.

1. Grindstone Canyon Resort comm. Utility plan
2. White Mtn. Estates lot 15, block 3 unit 3
3. Boundary survey. NE1/4 of NE1/4 -set.8, T.115
4. Sprinkler system Rain Makers golf & cc alto
5. Lot 9, blk 5, Black Forrest sub. Unit 1
6. 1129 Mechem 20122442
7. 1056 Mechem. Lot 13A ,17 ,18 ,19 & 20 block 1
8. 204 Quail run 20120056
9. Rainmaker's clubhouse house big.
10. 380 Sandia
11. 102 Quine circ
12. 1135 Main Rd.
13. 491 ft Stanton
14. 133 Bobby Jones
15. 514 FIRST STREET 20140574
16. 102 Avalon ct. 20130396
17. 112 Ponderosa rd. 20130873
18. 115 Lark 20140493
19. Lot 1, blk ;1 the pines of Gavilan unit 1
20. Lot 10, blk 4 lakeside estates
21. 717 white. Mtn. dr. 20130147
22. Lot 13 A, 17, 18, 19 blk 1 3'• addition Cree meadows heights
23. 20130982
24. 2907 Sudderth
25. 408 GRINDSTONE CANYON RD 20140543

26. 1984 phases 1-A, 1-B, 2&3 community center
27. Lincoln Medical Center retaining wall
28. First American bank 20130446
29. 100 Chelsea Dr. 201140242
30. 2408 Sudderth Dr.
31. 149 Deer Park Dr. 20140918
34. 139 Jarret Loop 20230036
35. 214 Wyatt Earp Ct 20140859
36. 117 Porr 20150099
37. 104 Swallow 20130053
38. 209 Mulberry 20130091
39. 116 Willie Horton 20140351
40. 822 Hwy 48 20130758
41. 149 Deer Valley 20240514
42. 221 Spencer 20131219
43. 144 Flute Player Way 20141191
44. 138 Loner Terrace 20240728
45. 147 Water Spirit Tral. 20140377
46. 219 Spencer Rd. 20131222
47. 109 Legacy Ln 20130817
48. 1016 Mechem Drive
49. 408 Grindstone Canyon Rd. 20140543
50. 248 Eagle Ridge 20141033
51. 196 Lincoln Hills 20130090
52. 114 Blue Lake 20140077
52. 1141hwy 48 20140570
53. 253 Lincoln Hills 20130605
54. 235 Brady Canyon Dr.
55. 1097 Mecham Dr. 20130477

56. 121 Fox In 20150018

57. 173 Country Lane 20150286

58. 413 highway 70 20130167

59. 143 El paso 20130599

60. 757 Gavilan canyon rd. 20130710

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: February 13, 2024

Re: Approval of Purchase of a 2024 Peterbilt Grapple Truck Model 537 from Peterson Industries for the Solid Waste Department Utilizing Sourcewell contract #040621-PII in the Amount of \$258,882.14.

Item Summary:

Approval of Purchase of a 2024 Peterbilt Grapple Truck Model 537 from Peterson Industries for the Solid Waste Department Utilizing Sourcewell contract #040621-PII in the Amount of \$258,882.14.

Financial Impact:

The purchase is currently budgeted in the Solid Waste Enterprise Fund's Capital Outlay - Equipment/Vehicles line item (522-200-53001) in the amount of \$258,883.00.

Item Discussion:

The Solid Waste Department utilizes grapple trucks within the Village limits to collect green waste from the side of the roads and sometimes private property when an authorization form is signed and plenty of space is available. Grapple trucks are also utilized for assisting in picking up illegal dumps within the Village and hauling logs to the dog park for the community to obtain for personal use.

Parts for the current inventory of grapple trucks are becoming harder and harder to get due to the age of the trucks, time it takes to receive parts ordered and parts becoming obsolete

Recommendations:

To Approve Purchase of a 2024 Peterbilt Grapple Truck Model 537 from Peterson Industries for the Solid Waste Department Utilizing Sourcewell contract #040621-PII in the Amount of \$258,882.14.

ATTACHMENTS:

Description

Truck Summary

Body Summary w/Quote



The Peterbilt Store - Fort Lauderdale (P750)
2441 South State Road 7
Ft. Lauderdale, Florida 33317

Petersen Industries
4000 FI -60
Lake Wales, Florida 33859
United States of America

John DeMarco
Cell Phone:
Office Phone:
Email: jdemarco@thepetestore.com

Chasey Hardee

Vehicle Summary

Unit		Chassis	
Model:	Model 537	Fr Axle Load (lbs):	12000
Type:	Full Truck	Rr Axle Load (lbs):	21000
Description 1:	PETERSEN INDUSTRIES	G.C.W. (lbs):	33000
Description 2:	Copy of PETERSEN INDUSTRIES		
Application		Road Conditions:	
Intended Serv.:	City Delivery	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Other Body Type	Wheelbase (in):	263
Length (ft):	24	Overhang (in):	96
Height (ft):	13.5	Fr Axle to BOC (in):	67.5
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	195.5
No. of Trailer Axles:	0	Cab to EOF (in):	291.5
Type:		Overall Comb. Length (in):	399
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Petersen Industries, Inc.
4000 SR 60 W
Lake Wales, FL 33859
Phone: (800) 930-5623
email: parts-service@petersenind.com



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Quote No 20232469
Quote Date 1/2/2024
Page 1

Sourcewell No. #040621-P11

Bill To
VILLAGE OF RUIDOSO
ATTN: ACCOUNTING DEPT.
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345-0000
US

Ship to
VILLAGE OF RUIDOSO
ATTN: ACCOUNTING
313 CREE MEADOWS
RUIDOSO, NM 88345-0000
US

END USER: Ruidoso, City of NM

Customer No		Slspn	Payment terms	
1360		Austin Bruner	Net 30	
Loc	PPD/COL	Ship via	Ship Date	
LW		DRIVE AWAY	A.S.A.P.	
Qty Ordered		UOM	Item No	Unit price Disc Extended price

1.00	EA	LOADER	68,559.00	2.00	67,187.82
AS CONFIGURED BELOW					

Feature/Kit Components- LOADER

1.00	EA	0.TL3	1.00	65,147.00
		MODEL TL3 BASE LOADER		
1.00	EA	03.11SAI	1.00	0.00
		HEAVY DUTY SWING MOTOR		
1.00	EA	03.12 STD HT PED	1.00	0.00
		STANDARD HEIGHT PEDESTAL		
1.00	EA	02.40RP	1.00	379.00
		IMPACT RESISTANT UHMW O/R WEAR PADS		
1.00	EA	07.10SB60	1.00	0.00
		STANDARD BUCKET 60"		
1.00	EA	10.04 BUWL	1.00	0.00
		BOOM-UP WARNING LIGHT/AUDIBLE ALARM		
1.00	EA	12.05 HG	1.00	410.00
		HOSE GUARDS- HEAD & VALVE BANK		
1.00	EA	10.05 DS	1.00	508.00
		DUAL LED STROBE, MOUNTED ON HEAD		
1.00	EA	04.10 SL	1.00	700.00
		SWING LOCK (PEDESTAL FOR BOOM)		
1.00	EA	10.99 SA-901	1.00	215.00
		BACK-UP ALARM SA-901		
1.00	ST	10.97 WL	1.00	375.00
		WORK LIGHTS - (SET OF 2) (1 EACH SIDE OF BOOM)		
1.00	EA	12.36 HD	1.00	0.00
		HD CONTROL BOX THROTTLE ENGINE KILL & HORN		
1.00	EA	12.02 TP	1.00	0.00
		TANDEM PUMP IN LIEU OF SINGLE 18 GMP		
1.00	EA	12.14GB	1.00	121.00
		ADD GRAB HANDLE, EACH SIDE		
1.00	EA	12.24 MTF	1.00	551.00
		MEGATOUGH HOSE UPGRADE		
1.00	EA	12.06 5LB	1.00	153.00
		FIRE EXTINGUISHER 5LB		
1.00	EA	11.02	1.00	0.00
		LOADER SINGLE COLOR (ENAMEL) AS DEFINED BELOW		

1.00	EA	8.0 DUMP BODY	41,910.00	2.00	41,071.80
------	----	---------------	-----------	------	-----------

Petersen Industries, Inc.
4000 SR 60 W
Lake Wales, FL 33859
Phone: (800) 930-5623
email: parts-service@petersenind.com



Quote No 20232469
Quote Date 1/2/2024
Page 2

Sourcewell No. #040621-PII

Bill To
VILLAGE OF RUIDOSO
ATTN: ACCOUNTING DEPT.
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345-0000
US

Ship to
VILLAGE OF RUIDOSO
ATTN: ACCOUNTING
313 CREE MEADOWS
RUIDOSO, NM 88345-0000
US

END USER: Ruidoso, City of NM

Customer No		Slpsn		Payment terms			
1360		Austin Bruner		Net 30			
Loc	PPD/COL	Ship via		Ship Date			
LW		DRIVE AWAY		A.S.A.P.		Delivery Date:	90-120 days after CHAS
Qty Ordered		UOM	Item No			Unit price	Disc
							Extended price

AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY							
1.00	EA	8.28 1824-HDX MODEL HDX-1824 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00		36,747.00		
1.00	EA	8.32 CW CONTINUOUS WELDS UPGRADE FOR 18' TO 20' BODIES	1.00		880.00		
1.00	EA	8.36 PISWLCD PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00		1,353.00		
1.00	EA	8.40 S-BD STANDARD BARN DOORS FOR BODY	1.00		0.00		
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00		0.00		
1.00	EA	8.44 SMF STEEL MUD FLAPS IN FRONT OF WHEELS	1.00		442.00		
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00		0.00		
1.00	EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00		430.00		
1.00	EA	8.77ANSI ANSI Z245 PACKAGE	1.00		0.00		
1.00	ST	10.98 WLCB WORK LIGHTS - (SET OF 2) (CURBSIDE UNDER BODY)	1.00		375.00		
1.00	ST	10.98 WLSB WORK LIGHTS - (SET OF 2) (STREETSIDE UNDER BODY)	1.00		375.00		
1.00	EA	8.35 BL BODY LADDER - ADD ON ACCESSORY	1.00		383.00		
1.00	EA	10.06 SS SINGLE STROBE MOUNTED ON REAR OF BODY	1.00		405.00		
1.00	EA	10.07 BG BRUSH GUARD FOR SINGLE REAR STROBE	1.00		213.00		
1.00	EA	11.03 ADD, LOADER & BODY SAME COLOR (PI COLOR NOT BLACK OR ORANGE)	1.00		307.00		

1.00 EA NI-EQP MISC
NON-CONTRACT ITEM
ADDITIONAL OPTIONS

Petersen Industries, Inc.
4000 SR 60 W
Lake Wales, FL 33859
Phone: (800) 930-5623
email: parts-service@petersenind.com



Quote No 20232469
Quote Date 1/2/2024
Page 3

Sourcewell No. #040621-P11

Bill To
VILLAGE OF RUIDOSO
ATTN: ACCOUNTING DEPT.
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345-0000
US

Ship to
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ATTN: ACCOUNTING
313 CREE MEADOWS
RUIDOSO, NM 88345-0000
US

END USER: Ruidoso, City of NM

Customer No		Slspsn	Payment terms				
1360		Austin Bruner	Net 30				
Loc	PPD/COL	Ship via	Ship Date				
LW		DRIVE AWAY	A.S.A.P.		Delivery Date:	90-120 days after CHAS	
Qty Ordered		UOM	Item No		Unit price	Disc	Extended price

INSTALL FOLLOWING ADDITIONAL OPTIONS:
*CAB PROTECTOR FOR TL3: \$1,319
*110V HYDRUALIC HEATER: \$312
*HYDRUALIC PRESSURE GUAGE FOR VALVE BANK
SET UP TANDEM VALVE TO ACCEPT GUAGE: \$84
*HARDOX SKINS ON BUCKET UPGRADE
SKINS ON BUCKET TO BE 1/8" HEAVY DUTY
HIGH TENSILE STRENGTH HARDOX STEEL:\$437
*6" OPERATOR PLATFORM EXTENSION: \$878
*PAINT LOADER AND DUMP BODY ACRYLIC
WHITE #817: \$1,339
TOTAL: \$4,369

1.00	EA	NI-EQP MISC NON-CONTRACT ITEM PETERSEN 2024 MODEL YEAR PRICE INCREASE	4,698.00	2.00	4,604.04
1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2025 PETE 537 PACCAR PX7 325HP ALLISON 3500 RDS 33K GVWR CHASSIS ETA TO PETERSEN: 2/15/2024	139,507.00	2.00	136,716.86

215,898
42,000

[Handwritten signature]

Lane Batley/813-716-2230

SubTotal	253,862.14
Delivery	5,020.00
Tax	0.00
Total Quote	258,882.14

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Samantha J, Serna, Community Development Director

Meeting Date: February 13, 2024

Re: Approval of Adoption of Resolution 2024-07 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority, and Village of Ruidoso, Lincoln County, New Mexico, in the Amount of \$50,000.

Item Summary:

Approval of Adoption of Resolution 2024-07 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority, and Village of Ruidoso, Lincoln County, New Mexico, in the Amount of \$50,000.

Financial Impact:

The Village of Ruidoso will receive \$50,000.00 from this planning grant but already paid the GRT.

Item Discussion:

Resolution 2024-07 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority ("THE NMFA"), and Village of Ruidoso, Lincoln County, New Mexico ("The "GRANTEE"), in the Amount of \$50,000 Evidencing an Obligation of the Grantee to Utilize the Grant Amount and the Local Match Amount, if Applicable, Solely for the Purpose of Financing the Costs of Metropolitan Redevelopment Act Plan, and Solely in the Manner Described in the Grant Agreement; Certifying That the Grant Amount, Together With the Local Match, if Applicable, and Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

Recommendations:

To Approve Adoption of Resolution 2024-07 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority, and Village of Ruidoso, Lincoln County, New Mexico, in the Amount of \$50,000.

ATTACHMENTS:

Description

Resolution 2024-07

Grant Agreement

Grantee Certificate

Completion Instructions

VILLAGE OF RUIDOSO
Lincoln County, New Mexico

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE “NMFA”), AND VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO (THE “GRANTEE”), IN THE AMOUNT OF \$50,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF METROPOLITAN REDEVELOPMENT ACT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State of New Mexico; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the NMFA’s Rules Governing the Local Government Planning Fund and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated February 23, 2024.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed for a Metropolitan Redevelopment Act Plan to identify rehabilitation and redevelopment of the commercial areas along Mechem Drive. This plan will examine existing conditions and assets, develop a physical land use plan with livability design guidelines, and design specific redevelopment sites and projects by identifying strategies and funding sources.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match, if any, is legally available to be applied to the Project in the amount of \$3,812.50.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000 and the availability of the Local Match or other funds, if applicable, to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the NMFA and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for

the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. NMFA Not Responsible. The NMFA shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee’s in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and

Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The Village of Ruidoso through its Governing Body agrees to authorize and execute all such agreements with the NMFA as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS FEBRUARY 13, 2024.

VILLAGE OF RUIDOSO

By _____
Lynn D. Crawford, Mayor

ATTEST:

Jinni Turri, Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ (____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

VILLAGE OF RUIDOSO
Lincoln County, New Mexico

By _____
Lynn D. Crawford, Mayor

By _____
Jinni Turri, Clerk

(SEAL)

[Remainder of page intentionally left blank.]

[illegible]

I, Jinni Turri, Clerk, the duly qualified and acting record-keeping officer of the Village of Ruidoso, Lincoln County, New Mexico (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Village of Ruidoso, Lincoln County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at 313 Cree Meadows Drive, Ruidoso, New Mexico, on February 13, 2024, at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 2023-01, dated January 10, 2023, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this February 23, 2024.

VILLAGE OF RUIDOSO
Lincoln County, New Mexico

By Jinni Turri, Clerk

(SEAL)

EXHIBIT “A”

Notice of Meeting

DRAFT

\$50,000

PLANNING GRANT AGREEMENT

dated

February 23, 2024

by and between

NEW MEXICO FINANCE AUTHORITY

and

**VILLAGE OF RUIDOSO
Lincoln County, New Mexico**

PG-6208

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated February 23, 2024, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “NMFA”) and the Village of Ruidoso, Lincoln County, New Mexico (the “Grantee”).

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, §6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the NMFA to make Grants to qualified entities to develop economic development plans; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the NMFA’s Rules and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the NMFA for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the NMFA and accept a grant in the amount of \$50,000 from the NMFA to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Mayor of the Governing Body, and in the case of the NMFA the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Village Council of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of \$50,000.

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the NMFA for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means Village of Ruidoso, Lincoln County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Local Match” means \$3,812.50.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a Metropolitan Redevelopment Act Plan, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. 2024-07 adopted on February 13, 2024, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the NMFA, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer

executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a municipality duly organized, existing and in good standing under the statutes and laws of the State. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document consisting of the Metropolitan Redevelopment Act Plan to identify rehabilitation and redevelopment of the commercial areas along Mechem Drive. This plan will examine existing conditions and assets, develop a physical land use plan with livability design guidelines, and design specific redevelopment sites and projects by identifying strategies and funding sources, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the NMFA, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the NMFA, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the NMFA.

(p) Reports to NMFA. The Grantee shall report at least semi-annually to the NMFA on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

(r) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the NMFA.]

Section 2.2. Representations, Warranties and Covenants of the NMFA. The NMFA represents, warrants and covenants as follows:

(a) The NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the NMFA that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the NMFA) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the NMFA shall transfer the amount shown on Exhibit “A” into the Grant Account to be disbursed by the NMFA pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The NMFA hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The NMFA shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the NMFA. The Grantee hereby pledges to the NMFA all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee’s obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the NMFA for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit “B” attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee’s project architect, engineer, or other such authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee’s disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match, if applicable.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the NMFA shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the NMFA and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the NMFA that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee’s disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the NMFA Board of Directors approved the grant on July 27, 2023.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit “C”, to the NMFA stating that to the best of the Authorized Officer’s knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The NMFA and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. NMFA and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the NMFA or the Grantee is required, or the Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Grantee by an Authorized Officer of the NMFA or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF NMFA FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of NMFA. The NMFA shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of NMFA. The NMFA shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the NMFA and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the NMFA or its designee, Grantee shall defend the NMFA and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA, but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The NMFA may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the NMFA and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Village of Ruidoso
Attn: Mayor
313 Cree Meadows Drive
Ruidoso, NM 88345

And if to the NMFA, then to:

New Mexico Finance Authority
Attn: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the NMFA may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the NMFA and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the NMFA is hereby expressly waived and released by the Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The NMFA shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on July 27, 2023, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

VILLAGE OF RUIDOSO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini Turri, Clerk

EXHIBIT “A”

TERM SHEET

Grantee:	Village of Ruidoso, Lincoln County, New Mexico
Project No.	PG-6208
Project Description:	Preparation of a Planning Document consisting of a Metropolitan Redevelopment Act Plan to identify rehabilitation and redevelopment of the commercial areas along Mechem Drive. This plan will examine existing conditions and assets, develop a physical land use plan with livability design guidelines, and design specific redevelopment sites and projects by identifying strategies and funding sources.
Total Grant Amount:	\$50,000
Local Match:	\$3,812.50
Closing Date:	February 23, 2024

**EXHIBIT “B”
FORM OF REQUISITION**

RE: \$50,000 Planning Grant Agreement (the “Grant Agreement”) by and between the New Mexico Finance Authority (“NMFA”) and Village of Ruidoso, Lincoln County, New Mexico (“Grantee”), NMFA Grant Number PG-6208 (the “Grant Agreement”).

Closing Date: February 23, 2024

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____
PAYMENT AMOUNT: \$ _____
NAME AND ADDRESS OF PAYEE: _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____ By: _____
Authorized Officer of the Grantee
Print Name: _____
Title: _____

EXHIBIT “C”

FORM OF CERTIFICATE OF COMPLETION

RE: \$50,000 Planning Grant Agreement (the “Grant Agreement”) by and between the New Mexico Finance Authority (“NMFA”) and Village of Ruidoso, Lincoln County, New Mexico (“Grantee”), NMFA Grant Number PG-6208 (the “Grant Agreement”).

Closing Date: February 23, 2024

TO: NEW MEXICO FINANCE AUTHORITY

I, _____ the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the “Project”) was completed and placed in service by the Grantee on _____, 20____.
2. The total cost of the Project was \$_____.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

Village of Ruidoso

By: _____

Its: _____

VILLAGE OF RUIDOSO
Lincoln County, New Mexico
Planning Grant Agreement
New Mexico Finance Authority No. PG-6208
\$50,000

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

CERTIFICATE OF GRANTEE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Clerk of the Village of Ruidoso (the “Grantee”), Lincoln County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. **2024-07** adopted by the Governing Body of the Grantee on February 13, 2024 (the “Resolution”) in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the laws of the State of New Mexico;

2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;

3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and

4. The Grantee has all requisite corporate power:

- (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match, if applicable;
- (b) To execute and deliver Grant documents, including but not limited to those identified above; and
- (c) To perform all acts required by such Grant documents to be done by the Grantee.

5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified,

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. As of the date of this Certificate, the following were and now are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

Mayor: Lynn D. Crawford

Members:

Joseph Eby
Darren Hooker
Dr. Gary Jackson
Susan Lutterman
Rafael Salas

Clerk: Jini Turri

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 313 Cree Meadows Drive, Ruidoso, New Mexico, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 2023-01 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 10, 2023, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

19. The Mayor and Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the New Mexico Finance Authority.

21. This Certificate may be executed in counterparts.

[Signatures on following page.]

WITNESS our signatures and the seal of the Grantee this February 23, 2024.

VILLAGE OF RUIDOSO

By _____
Lynn D. Crawford, Mayor

By _____
Jini Turri, Clerk

(SEAL)

Instructions for filling out the Exhibits B and C of the Grant Agreement

Exhibit B – Requisition Form:

- Requisition number will be One
- Payment amount is \$50,000.
- Name and address of Payee will be: the Village of Ruidoso
- Purpose of payment is for a Metropolitan Redevelopment Plan
- Please fill in the wiring instructions for the Village of Ruidoso
- Please have the Mayor sign the bottom of the form

Exhibit C – Certificate of Completion:

- Please fill in the Mayor's name on the top of the form
- The day the project was completed is 12.12.2023 (the day the Village adopted it)
- The total project amount is \$53,812.50
- Please have the Mayor sign the bottom of the form

Let me know if you have questions!

Mary L. Finney
Program Administrator
New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501
Direct (505) 992-9658
Main (505) 984-1454; Fax (505) 992-9635
Toll Free: 1-877-ASK-NMFA

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: February 13, 2024

Re: Approval of T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo 10 T- Hangar beginning February 14th, 2024.

Item Summary:

Approval of T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo 10 T- Hangar beginning February 14th, 2024.

Financial Impact:

This lease will bring in revenue to Sierra Blanca Regional Airport and the Village of Ruidoso.

Item Discussion:

T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo 10 T- Hangar beginning February 14th, 2024.

Recommendations:

To Approve T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo 10 T- Hangar beginning February 14th, 2024.

ATTACHMENTS:

Description

Jason Heller Lease Agreement

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month
(Bravo Hangars)

PARTIES

This LEASE AGREEMENT is entered into this _____ day of _____, 2024 by and between the Village of Ruidoso (hereinafter referred to as "Lessor" and JASON HELLER _____ (hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar B-10 hereinafter referred to as the facility, for the aircraft(s) registered as:

N# 251DW_____.

TERM

The term of this lease shall be a month-to-month lease commencing on the first day of each month. Termination notice by the Lessee shall be to the Lessor , no less than 30 days prior to the date of termination.

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the amount of \$ 276.00 _____, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease payment shall become effective on the first day of the month following thirty (30) days of the postmarked notice of such an adjustment unless otherwise specified.

UTILITIES

Lessee(☒ accepts does not accept) electric service provided by the Lessor. If electric service is accepted, the Lessor shall pay a system charge of \$26.00 per month which includes taxes. If the kilowatt usage of the unit exceeds \$26.00 in a month, the Lessor agrees to pay the excess at the actual rate charged by Otero County Electric Cooperative as billed to Village Of Ruidoso.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements

whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or

taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area

is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Airport Director
Sierra Blanca Regional Airport

Date: _____

VILLAGE OF RUIDOSO

X

LYNN D. CRAWFORD
MAYOR

X

JINI TURRI
VILLAGE CLERK

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Samantha J. Serna, Community Development Director

Meeting Date: February 13, 2024

Re: Approval of Request to Schedule a Public Hearing on March 12, 2024, for Case RZ 2024-1; Petition to Rezone 109 Reese Dr. Lot 62, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Item Summary:

Approval of Request to Schedule a Public Hearing on March 12, 2024, for Case RZ 2024-1; Petition to Rezone 109 Reese Dr. Lot 62, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Financial Impact:

None.

Item Discussion:

Request to Schedule a Public Hearing on March 12, 2024, for Case RZ 2024-1; Petition to Rezone 109 Reese Dr. Lot 62, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Recommendations:

To Approve Request to Schedule a Public Hearing on March 12, 2024, for Case RZ 2024-1; Petition to Rezone 109 Reese Dr. Lot 62, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: February 13, 2024

Re: Presentation of New Employees and Promotions

Item Summary:

Presentation of New Employees and Promotions

Financial Impact:

N/A

Item Discussion:

New Employees:

Christopher Camacho – Parks & Rec – Rec Supervisor – DOH – 1/22/2024

Donald Galicia – Police – Patrol Officer (Non-Cert) – DOH - 1/22/2024

Brandon Balderrama – Parks & Rec – Maint Technician – DOH 1/29/24

Jonathan Thomas – Fire Department – Firefighter - DOH 2/12/24

Promotions:

Justin Mize – Fire Department – Fire Lieutenant – 12/31/2023

Nicholas Gonzalez – Street Heavy Equipment Operator – 1/14/2024

Recommendations:

N/A

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: February 13, 2024

Re: Proclamation: Recognizing Virgil Reynolds

Item Summary:

Proclamation: Recognizing Virgil Reynolds

Financial Impact:

None

Item Discussion:

Proclamation: Recognizing Virgil Reynolds

Recommendations:

None

ATTACHMENTS:

Description

Proclamation - Virgil Reynolds

PROCLAMATION



WHEREAS, Virgil Reynolds was born on April 13, 1944, in Hagerman, New Mexico to George and Lucy Reynolds; and

WHEREAS, Virgil was a proud member of the Ruidoso High School graduating class of 1963, being the first person in his family to ever graduate high school; and

WHEREAS, on April 24, 1965, Virgil married the love of his life, Betty, with whom he had three sons, five grandchildren, and three grandchildren; and

WHEREAS, in 1966, Virgil began his career with the Village of Ruidoso, becoming the fire chief in 1982 with aspirations of expanding and improving the operations of the Ruidoso Fire Department; and

WHEREAS, Virgil retired from the Village of Ruidoso in 2007 after 43 years with 25 years as Fire Chief, having fulfilled his vision for the Fire Department, leaving behind 21 employees, two substations, and a state-of-the-art Main Station.

NOW, THEREFORE I, Lynn Crawford, Mayor of the Village of Ruidoso, do hereby recognize Virgil Reynolds for his service and commitment to the Village of Ruidoso and for exemplifying a distinguished legacy and hereby encourage all residents of Ruidoso to recognize and honor him.

PROCLAIMED this 13th Day of February 2024 in Ruidoso, New Mexico.




Lynn D. Crawford, Mayor

AGENDA MEMORANDUM

Village of Ruidoso

Board and Commission Appointments - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald L. Sena, Village Manager

Meeting Date: February 13, 2024

Re: Appointment of Michael Martinez, Deputy Village Manager and Samantha Serna, Community Development Director, to the Southeast Regional Transportation Planning Organization (SERTPO)

Item Summary:

Appointment of Michael Martinez, Deputy Village Manager and Samantha Serna, Community Development Director, to the Southeast Regional Transportation Planning Organization (SERTPO)

Financial Impact:

None

Item Discussion:

Appointment of Michael Martinez, Deputy Village Manager and Samantha Serna, Community Development Director, to the Southeast Regional Transportation Planning Organization (SERTPO)

Recommendations:

To Approve Appointment of Michael Martinez, Deputy Village Manager and Samantha Serna, Community Development Director, to the Southeast Regional Transportation Planning Organization (SERTPO)

ATTACHMENTS:

Description

SERPTO Committee Members Confirmation

OFFICIAL SERTPO COMMITTEE MEMBER(S) CONFIRMATION

As **Mayor** of the **Village of Ruidoso**, I hereby appoint the following individual(s) as Representative/Alternate to the [Southeast Regional Transportation Planning Organization \(SERTPO\)](#):

SERTPO Committee Representative (Full Name): Michael Martinez

Title: Deputy Village Manager

Contact Telephone (Business/Home): 575-258-4343

Mailing Address (PO Box/Street Address): 313 Cree Meadows Drive

City/State/Zip Code: Ruidoso, NM 88345

E-Mail Address: MichaelMartinez@Ruidoso-NM.gov

SERTPO Committee Alternate (Full Name): Samanatha Serna

Title: Community Development Director

Contact Telephone (Business/Home): 575-258-4343

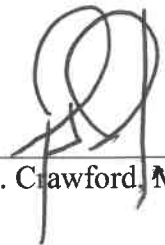
Mailing Address (PO Box/Street Address): 313 Cree Meadows Drive

City/State/Zip Code: Ruidoso, NM 88345

E-Mail Address: SamanthaSerna@Ruidoso-NM.gov

***SERTPO Committee Member Representatives** are the principal officials, or their designated alternates, representing the municipal, county, and tribal governments. The Committee provides policy guidance in the development of SERTPO activities and takes all official actions. The SERTPO Committee reviews, rates and/or prioritizes transportation projects for its Regional Transportation Improvements Program Recommendations (RTIPR), state-or-federally-funded. The Committee may receive input from subcommittees.*

SIGNED:


Lynn D. Crawford, Mayor

Date

1/25/24

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald L. Sena, Village Manager

Meeting Date: February 13, 2024

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

N/A

Item Discussion:

Village Manager's Report

Recommendations:

N/A

ATTACHMENTS:

Description

Manager's Report



VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: February 13, 2024

RE: Village Manager's Report

ADMINISTRATION

2024 Lincoln County Day in Santa Fe – The 2024 Lincoln County Days are scheduled for Wednesday, February 7 in Santa Fe. There will be a Chamber hosted reception with Legislators at 5:30 pm at the Drury Plaza Hotel. During the event, there will be an opportunity to speak to our Legislators regarding concerns, if any, that may be affecting area communities.

2024 New Mexico State Legislative Session – The 2024 Legislative Session will be held on Tuesday, January 16, 2024, and end at Noon, on Saturday, February 15, 2024. The 2024 Legislative Session is a 30-day session. A reception will be hosted on Wednesday, February 7, 2024, by the NMML at the La Fonda, in anticipation of the NM Municipal League Legislative Day on Thursday, February 8, 2024, where A.J. Forte will present an overview of legislation that has been introduced, which will impact municipalities.

New Mexico 2024 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay Requests: As approved by the Council in the ICIP, the Village has submitted a total of Six (6) 2024 Capital Outlay request forms for project funding consideration. The list of projects include:

- Workforce Housing (\$1,000,000)
- Outdoor Recreation Infrastructure Development (\$1,500,000)
- Main Road No.2 Bridge Replacement Construction (\$2,000,000)
- McDaniel Bridge Replacement Construction (\$2,000,000)
- Removal of Trees & Water Shed Improvements (\$500,000)
- Street & Drainage Improvements (\$750,000)

New Mexico Municipal League 2024 Legislative Priorities - The Regular Session of the Fifty-Sixth Legislature will begin at noon on January 16, 2024. League members and staff began preparing for the legislative session over the summer, identifying key legislative priorities through the League's policy process, and meeting with legislators and other stakeholders to share municipalities' concerns. The Municipal League Board of Directors approved the League's 2024 legislative priorities at its October 6 meeting, directing League staff to focus on several key items relating to local public safety, infrastructure, and taxation. Legislation during the 2024 session, like all 30-day sessions, will be limited to bills with budgetary impacts, as well as those on the governor's "call" or legislative agenda. The list of legislative priorities is not exhaustive, and the League assesses bills throughout the session for support or opposition. League staff sends out a weekly legislative bulletin during the session to update members on how priority bills are faring, identify new bills with potential municipal impacts, and request League member assistance to support or oppose bills.

2024 NMML Legislative Priorities – 1) Support for Statewide Emergency Medical Services, 2) Funding for Water Infrastructure Projects through the Water Project Fund, 3) Expansion of Workers' Compensation Coverage for First Responders, 4) Coverage of Public Safety Radio Network Fees for Local Public Safety Agencies, and 5) Elimination of Improper Tax Administration Fee on Local Governments.

NM 48 – Sudderth D / Sudderth Drive Pavement Rehabilitation Project – POSTPONED UNTIL SPRING 2024. Construction is scheduled to begin in the Spring of 2024 on NM 48 Sudderth Drive. Mountain States Constructors, Inc. will conduct milling and overlay operations on NM 48 for NMDOT District 2. This project is expected to be completed over a period of three weeks, weather permitting. Working hours are 7:00 AM to 5:00 PM, Monday through Thursday, with traffic control taken down at the end of each day. For up-to-date road closure information throughout the state, visit NMRoads.com or call 511. A Pre-Construction meeting is scheduled for April 16th at Village Hall.

2025 New Mexico Municipal League Annual Conference: The Village of Ruidoso has been awarded the 2025 New Mexico Municipal League Annual Conference. Attendees from all over the state will be coming together to attend workshops, meet with subsection groups, conduct League business, network, and of course, have fun! The 2025 NMML Annual Conference will be held Tuesday, September 9th through Friday, September 12th, 2025.

Monday with the Mayor Radio Show - Mayor Crawford continues the Radio Show on 1490 KRUI (The Mountain) on Monday mornings at 8:00 a.m. Mayor Crawford invites Elected Officials, the Village Manager and other Department Directors/Managers or Supervisors, and Special Guests to participate with him as he informs the community of activities, events, projects, and any other additional Village information. Mayor Crawford also reports on the outcome and decisions made in the Council meetings and has had citizens call in with questions or comments. This has been an excellent program promoting the teamwork and leadership of the Governing Body and staff.

99 Sunny Slope Housing Project - The final AAA home has been delivered, set, and anchored. All utilities (electric, HVAC, water, and sewer) and skirting have been installed. A contractor has been procured to build the front entrance porch, deck, and stairs. The final inspection by the property management company was conducted on February 2nd. The property manager is evaluating rental applications for this property.

603 Mechem Property Site Plan- Village staff have reviewed the updated draft layout-site plan and utility plan from the engineer. The Village received a \$3 million grant dedicated to this property for construction of a workforce housing project. Staff also developed and advertised a Request for Proposal for the sole purpose of purchasing modular homes direct from manufacturers. Staff are also exploring other options for purchasing modular homes.

Horton Complex – WSCI is near completion on Phase 1 construction of the project. Phase 1-A is underway which includes reconstructing the main entry way into Municipal Court area, remodel offices for Forestry department, parking lot improvements, replacement of windows and stucco, and paint entire Horton Complex building. The revised Phase 2 design has been submitted with an amended renovation project plan for the completion of the east wing of the building.

EyeOnWater Software - The Village of Ruidoso has offered water customers access to new software called **EyeOnWater**, which has an incredibly positive impact on our property owners. EyeOnWater is a consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit <http://eyeonwater.com/signup> to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (<http://Ruidoso-nm.gov>), or you can call the Village Hall at (575) 258-4343.

WINGFIELD HERITAGE HOUSE MUSEUM


- The Strategic Plan for the museum was completed and approved by the Ruidoso Cultural and Natural History Committee at the January meeting.
- The committee meeting also included discussion of creating a new “Friends of the Museum” non-profit organization to support the museum. Committee met with Leroy Smith from the Community Foundation of Lincoln County to explore ways to set up a fund or endowment for an organization.
- Networking equipment was installed in the data closet. The last piece of the project will be connecting the service to the board and getting everything connected.
- Stephanie has started working on assembling text and images to design exhibits for the museum. Current projects include an overview timeline of local history and a transportation-related temporary exhibit.
- New outdoor signs were installed in front of the museum.
- Tactical plan was completed for the department, based off the Strategic Plan.

Family gathered for the wedding of Lula Robinson and Ike Wingfield, 1911



Tourism brochure for Ruidoso, 1960s


SKIING AND A SCENIC WONDERLAND



SIERRA BLANCA Ski Area
SKIING, Rental equipment, Ski Shop, Certified Instruction, Restaurant, Three T-Bars, 8,000' Gondola Lift, Custom made snow if necessary.
SIGHT-SEEING — A beautiful 16-mile drive from downtown Ruidoso to the fabulous Gondola lift. Ride the four-passenger Gondola cars for a breathtaking experience. A year 'round attraction.

RUIDOSO

N E W M E X I C O



**YEAR ROUND PLAYGROUND
OF THE SOUTHWEST**

AIRPORT

➔ **January 2024 Operations & Fuel Summary:**

➔ **NOTE: Manager's Report is up to end of business on Monday January 29, 2024**

2023 / 2024 Operations
252 / 239

2023 / 2024 Jet A Fuel
7248 / 3181 **Down 56.11%**

2023 / 2024 100LL Fuel
2020 / 1136 **Down 43.76%**

- ➔ There were 10 medical transports for the month of November.
- ➔ 01/03 FAA flight check conducted for new PAPI's & REIL's on RWY 12/30.
- ➔ 01/04 Airport Manager attended Winter Weather Coordination Zoom meeting.
- ➔ 01/05 Airport Manager attended Winter Weather Coordination Zoom meeting.
- ➔ 01/06 Airport Manager attended Winter Weather Coordination Zoom meeting.
- ➔ 01/07 Airport Manager attended Winter Weather Coordination Zoom meeting.
- ➔ 01/09 – 01/11 Airport Manager, Airport Supervisor and FAA inspector conducted annual, Part 139 compliance inspection.
- ➔ 01/11 Airport Manager working with OEC to update the Airport Emergency Plan.
- ➔ 01/16 Airport Manager attended Airport Board Meeting.
- ➔ 01/18 Airport Manager and Airport Supervisor attended Teams Meeting with FAA inspector to discuss updates on the Airport Certification Manual and Airport Emergency Plan.
- ➔ 01/12 – 01/31 Airport Manager and Airport Supervisor working on correcting the discrepancies received during the FAA Annual Part 139 Compliance Inspection.

CLERK

- Staff coordinated with various Village of Ruidoso Departments and processed eleven (11) requests for public information during January 2024. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).
- Village Clerk and Deputy Clerk attended SERVIS training with the Secretary of State's office.

- Candidate Filing day for the MOE Election was January 9, 2024.
- Village Clerk and Deputy Clerk Attended the State of the Village presentation.
- Village Clerk presented the office's Tactical Plan to Council during Strategic Planning.
- Deputy Clerk attended Active Shooter Training.

COMMUNITY DEVELOPMENT

Planning Commission:

A regular meeting was held on January 2, 2024, and discussion and action was taken on the following items:

- a) **Request for Variance- PV 2023-446-** Olin & Janet Bryant are requesting to encroach 6.9 feet into the west side yard setback to enclose a carport located at 214 Hart Ave., Lot 52A, Block 3 of the Paradise Canyon Subdivision 2nd Supplement, Ruidoso, New Mexico.
DENIED
- b) **Site Plan and Concept- SP 2023-453-** Daniel Dozier is requesting Site Plan and Concept approval to develop an RV Park within the C-2 Community Commercial District located at 135 Paradise Canyon Dr., Lot 8A, of the Palmer Gateway Subdivision, Ruidoso, New Mexico. **APPROVED**
- c) **Conditional Use Request- CU 2023-454-** Kurt Delgado is requesting Conditional Use Approval to operate a food truck in conjunction with R. Greenleaf Organics located at 360 Sudderth Dr., Lot A-1, Block 9 of the Palmer Gateway Subdivision, Ruidoso, New Mexico. **APPROVED**

The next regular meeting is on February 6, 2024.

Workforce Housing Advisory Board:

On January 24, 2024, at 3:00 PM, we conducted the second half of our Strategic Planning session. During the strategy session, we focused exclusively on setting goals and developing strategies for the board. The meeting was well-organized, with lively discussions and collaborative decision-making to set goals and benchmarks for measuring progress and success.

The next regular meeting is on March 28, 2024, at 2 PM.

Re-Addressing Update:

The current efforts of the project are focused on Strategic Planning. The addressing committee has reviewed the current State of the Village Addressing Documentation, which will be presented to the Council at the March meeting. We are now developing the Future State of the Village Addressing Document. Stephanie has supplied a list of duplicate addresses and road names identified within the community. Currently, DATAMARK is in the process of obtaining the postal routes from the local USPS offices. A list of duplicate street names will be presented to the Council at the March meeting to discuss and provide directions on the remediation to ensure compliance with the E911 addressing and municipal addressing standards. For this project, we have completed the Data Assessment and held Workshop Meetings with various Village Departments and agencies providing emergency services within the municipality. The following internal meetings are scheduled for February 14th and 28th, 2024.

Short Term Rentals
End-of-Month Report

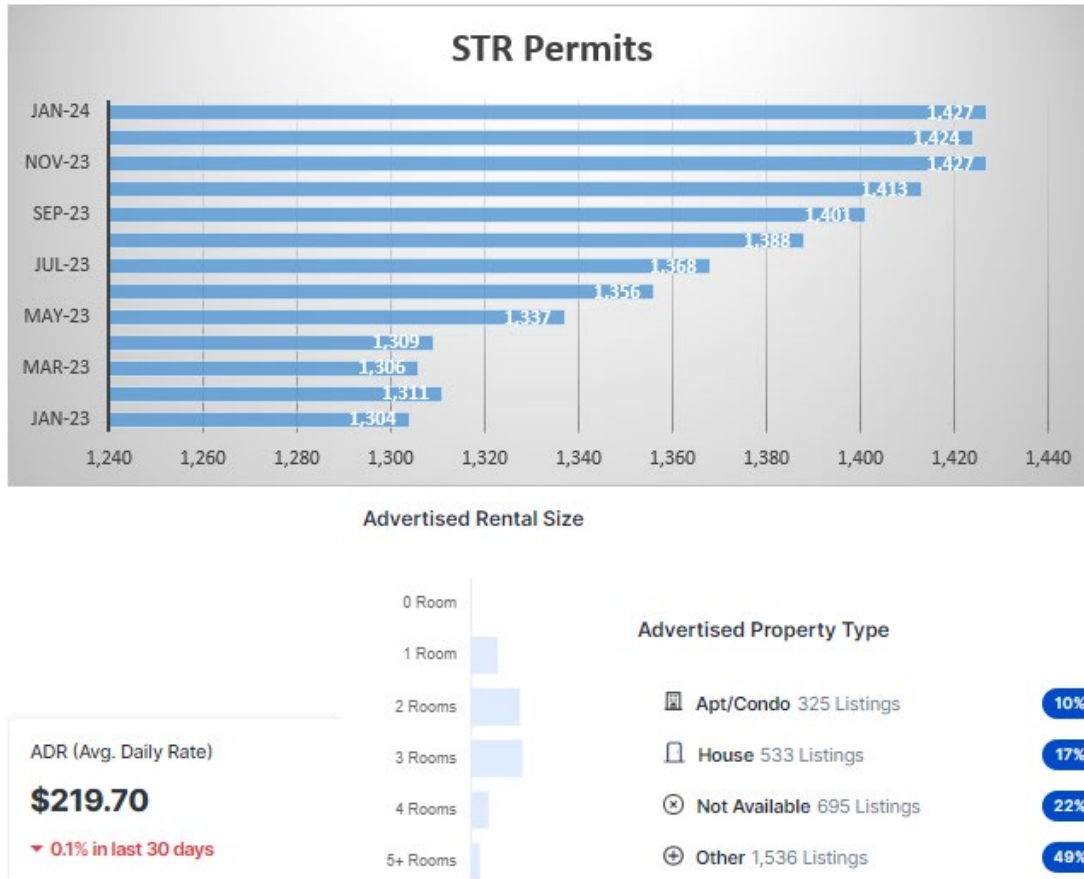
January 2024

Month Stats

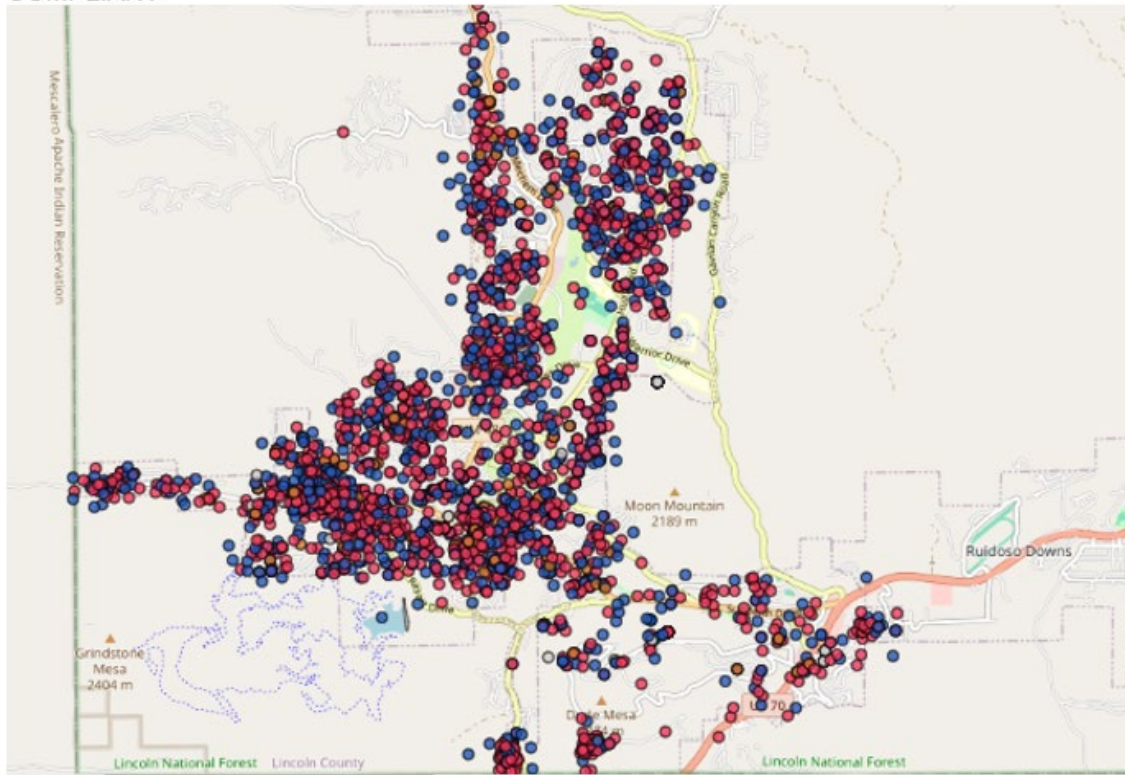
- ❖ 1,427 Active STR Properties
- ❖ 3,114 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)
- ❖ STR Permit Fees \$ 1,000 – Total
- ❖ STR Permit Renewal Fees \$ 4,150 – Total
- ❖ Compliance Inspections \$ \$ 2,120 – Total
- ❖ STR Business Registration Fees \$ 1,680 – Total
- ❖ Neighbor Notifications Fees \$ 2,550 – Total

Lodgers Tax

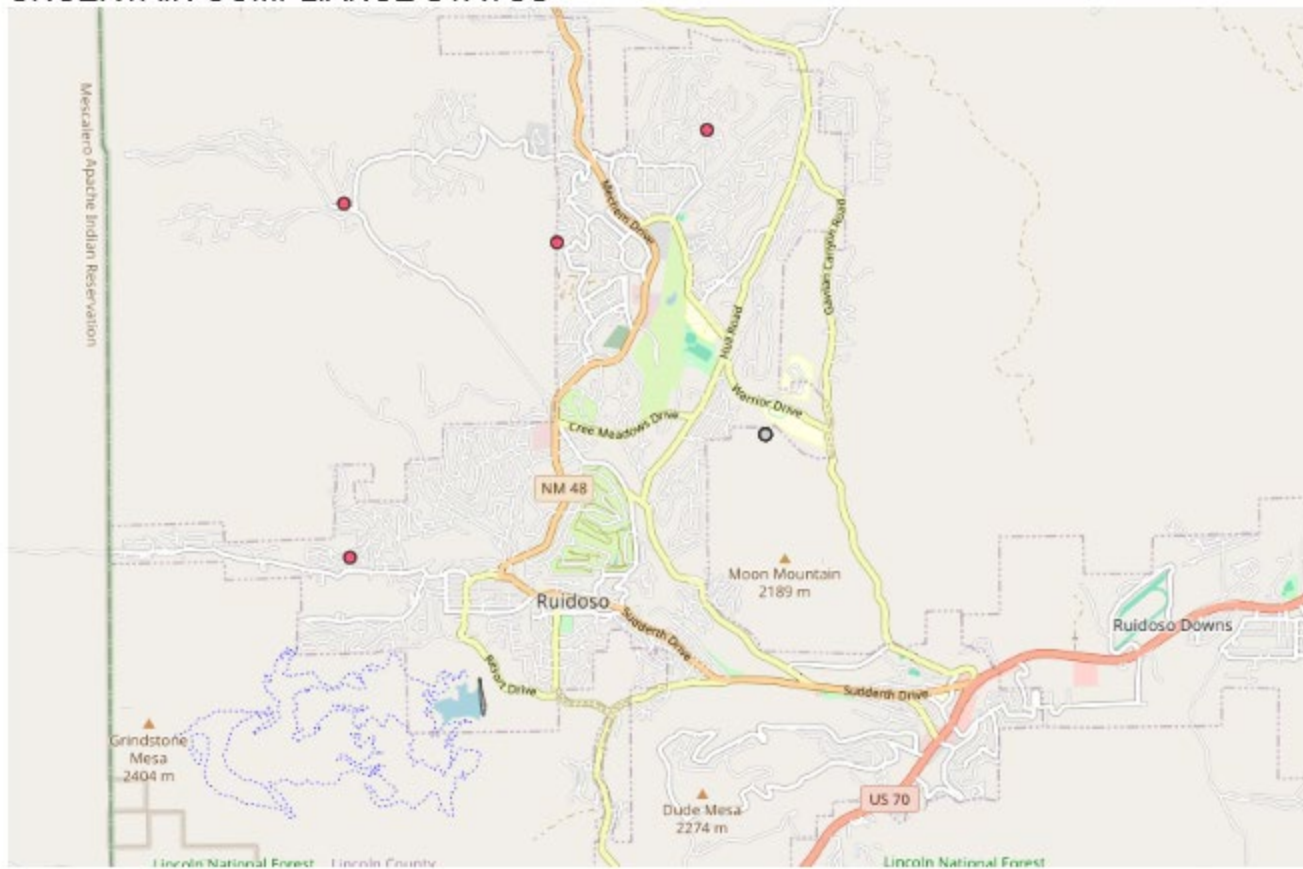
- ❖ \$ 302,832.31



COMPLIANT



UNCERTAIN COMPLIANCE STATUS



Building Inspections and Permit Tallies

INSPTR	PERMIT #	C	R	DATE	START	END	ADDRESS	E	B	P	M	BUSIN ESS	OTHER	STR	PASS	FAIL	COMMENTS INSPECTION TYPE
MC	915062	1	1/3/2024	1020	1040	304 COLLEGE								1	1		STR
MC	913352	1	1/3/2024	1045	1105	123 S CANDLEWOOD								1	1		STR
MC		1	1/3/2024	1115	1150	2801 SUDDERTH DR STE B					1				1		
GGM	208471	1	1/3/2024	1030	1115	107 WAGNER								1	1		STR
MC	20230867P	1	1/4/2024	1215	1240	178 PASO MONTE LP									1		P-ROUGH
MC	20210667	1	1/4/2024	1250	1255	157 MIRA MONTE				1					1		ROOF FINAL
MC	20210693	1	1/4/2024	1305	1310	152 N EAGLE				1					1		ROOF FINAL
MC		1	1/4/2024	1345	1400	2809 SUDDERTH STE A					1				1		BUSINESS
MC		1	1/4/2024	1405	1420	1021 MECHEM					1				1		BUSINESS
MC		1	1/4/2024	1430	1445	1216 MECHEM STE 2					1				1		BUSINESS
GDM	20220956	1	1/8/2024	1035	1041	102 LARCH				1						1	INSULATION
GDM	20230904	1	1/8/2024	1134	1140	102 MONICAS CT				1						1	FTG (NO ACCESS & NO PLANS)
GDM	20230874	1	1/8/2024	1121	1123	114 WEST BURY				1						1	FTG (TOO ICY)
GDM	20230262	1	1/8/2024	1053	1100	426 FLUME CANYON				1						1	FRAME (NOT PER PLANS)
GDM	20230546	1	1/8/2024	1106		608 FIRST ST				1					1		E-ROUGH
GDM	20230546	1	1/8/2024		1118	608 FIRST ST				1						1	FRAME
GDM	20230997	1	1/8/2024	1208	1211	108 W REDWOOD				1						1	FRAME (TOO ICY)
GDM	20220790	1	1/8/2024	1130	1145	304 MECHEM				1						1	E-ROUGH
GDM	20230896	1	1/8/2024	1216	1219	104 WILSHIRE				1						1	ENGINEERED FOUNDATION (TOO ICY)
GDM	20230793	1	1/8/2024	1152	1158	219 FTR				1						1	FTG (NO PLANS)
GDM	20230708	1	1/8/2024	1213	1217	128 RANDLE				1					1		CMB/ (NO ACCESS HEADER)
GDM	20230978	1	1/8/2024	1240	1249	606 WHITE MOUNTAIN MEADOWS				1					1		FTG
GDM	20230672	1	1/8/2024	1254	1303	210 MEADOWS				2					2		INSULATION & FRAME REINSPECTION
GDM	20230421E	1	1/8/2024			1232 MECHEM				1						1	E-ROUGH
GDM	20230735	1	1/8/2024	1617	1623	209 CHAVES				1					1		PHOTO VOLTAGE FINAL
GDM	20230832	1	1/8/2024	1636	1642	204 SUNRISE				1						1	PIERS (TOO ICY)
GDM	20230933	1	1/8/2024	1517	1520	126 TUSCAN				1					1		TEMP POWER
GDM	20230238	1	1/8/2024	1446	1450	105 BROADMOOR				1					1		B-FINAL
GDM	20230706	1	1/8/2024	1454	1458	120 TOREY PINE TRL				1					1		FRAME
GDM	20230029	1	1/8/2024		1333	206 CROWN RIDGE				1					1		E-FINAL
GDM	20220921P	1	1/8/2024	CLOSED	CLOSED	1 COUNTRY CLUB				1							P-FINAL
GDM	20220921M	1	1/8/2024	CLOSED	CLOSED	1 COUNTRY CLUB				1							M-FINAL
GDM	20220817	1	1/8/2024	1433	1437	156 TWIN TREE LP				1					1		ROOF FINAL
GDM	20221063E	1	1/8/2024	1338	1345	116 FLUTE PLAYER				1					1		E-ROUGH

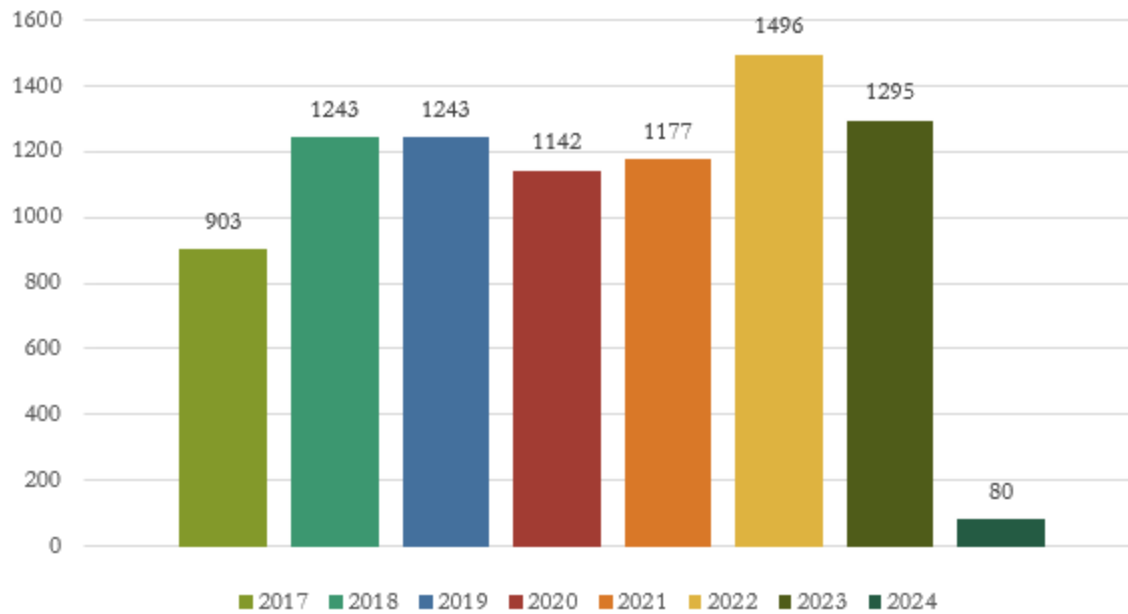
GDM	20230390	1	1/8/2024	1502	1506	104 TANGLEWOOD	1						1	LATH/PASS W/CORRECTIONS)
GDM	20230352	1	1/8/2024	1405	1413	136 BUTCH BAIRD	1						1	FRAME REINSPECTION
GDM	20230149	1	1/8/2024	1416	1414	245 LINCOLN HILL	1						1	LATH
MC	20230912	1	1/9/2024	1230	1310	535 SECOND ST		2					1	HVAC & GAS
GDM	20230860	1	1/9/2024	1431	1442	178 PASO MONTE LP		2					1	INSULATION & FRAME
GDM	20230864	1	1/9/2024	1451	1500	190 LINCOLN HILLS	1						1	E ROUGH
GDM	20230793	1	1/9/2024	1524	1530	219 FIR	1						1	FTG
GDM	20230997	1	1/9/2024	1512	1518	108 W REDWOOD	1						1	FRAME
GDM	20230959	1	1/9/2024	1403	1412	149 WALTER HAGEN	1						1	TEMP POWER
GDM	20230874	1	1/9/2024	1617	1621	114 WESTBURY	1						1	FTG
GDM	20230832	1	1/9/2024	1627	1633	204 SUNRISE	1						1	PIERS
GDM		1	1/9/2024	1117	1310	100 NOGAL				1				SCOPE OF WORK
GDM	20230747	1	1/10/2024	1022		174 WALTER HAGEN		1					1	PLUMBING TOP
GDM	20230747	1	1/10/2024		1040	174 WALTER HAGEN		2					2	M ROUGH & TOP
GDM	20230900	1	1/10/2024	917	949	137 CHISOLM	1						1	FRAME
GDM	20230550	1	1/10/2024	1003	1010	327 SANDESTA	1						1	LATH
GDM	20230022	1	1/10/2024	1117		130 CROOKED STICK		1					1	PFINAL
GDM	20230022	1	1/10/2024			130 CROOKED STICK		1					1	MFINAL
GDM	20230022	1	1/10/2024		1133	130 CROOKED STICK		1					1	BFINAL
GDM	20230921P	1	1/10/2024	1140		1 COUNTRY CLUB		1					1	PFINAL (PASS W/CORRECTIONS)
GDM	20230921M	1	1/10/2024		1210	1 COUNTRY CLUB		1						MFINAL
MC		1	1/10/2024	1000	1110	806 CARRIZO CANYON			1				1	BUSINESS
MC	20230912	1	1/10/2024	1320	1355	531 SECOND ST		3					2	HVAC & GAS
MC		1	1/10/2024	1400	1425	1701 SUDDERTH			1				1	BUSINESS
GGG		1	1/10/2024	900	915	119 BONNEVILLE						1	1	STR
GGG		1	1/10/2024	1100	1115	119 LARCH						1	1	STR
GGG		1	1/10/2024	1300	1315	212 MOCKINGBIRD						1	1	STR
GGG		1	1/10/2024	1330	1350	104 JANN LN						1	2	STR
MC	20230845	1	1/11/2024	1015	1036	137 LINCOLN HILLS	1	1					1	M ROUGH & P ROUGH
MC	20230640	1	1/11/2024	1050	1105	152 HOMESTEAD LOOP		1					1	GAS HEAT FINAL
MC	20230577P	1	1/11/2024	1100	1130	465 PARADISE CANYON		1					1	P/TOP OUT
MC	20230737	1	1/11/2024	1135	1142	106 GRANT		1					1	P ROUGH
MC	20230546	1	1/11/2024	1150	1215	808 FIRST ST		1	1				1	P ROUGH & M ROUGH
MC		1	1/11/2024	1315	1330	1096 MECHEM			1				1	BUSINESS
GDM	20230319	1	1/11/2024	1115	1120	104 GUENEVER	1						1	LATH MOISTURE BARRIER (PARTIAL)
GDM	20230904	1	1/11/2024	1130	1140	102 MONICAS CT	1						1	FTG (4 PIERS)
GDM	20230997	1	1/11/2024	1150	1210	108 W REDWOOD	1						1	FRAME REINSPECTION
GDM	20230982	1	1/11/2024	CANCELED	CANCELED	201 TIMBERLINE	1							FTG
GDM	20230634	1	1/11/2024	1220	1230	222 SANDIA		1					1	P ROUGH
GDM	20221048E	1	1/11/2024	1310		292 EAGLE RIDGE	1						1	E FINAL
GDM	20221048P	1	1/11/2024			292 EAGLE RIDGE		1					1	PFINAL
GDM	20221048M	1	1/11/2024			292 EAGLE RIDGE		1					1	MFINAL
GDM	20220148	1	1/11/2024		1405	292 EAGLE RIDGE	1						1	BFINAL
GGG	208290	1	1/1/2024	1000	1015	310 COUNTRY CLUB						1		STR
GGG		1	1/11/2024	1030	1045	271 PARADISE CANYON						1		STR
GGG		1	1/11/2024	1045	1100	273 PARADISE CANYON						1		STR
GDM	20230637	1	1/12/2024	1510	1517	577 GAVILAN CANYON		1					1	BFINAL (NO PLANS)
GDM	20230973	1	1/12/2024	1447	1451	119 ANTELOPE	1						1	TEMP POWER
MC	20230167P	1	1/12/2024	1030	1115	304 MECHEM		1					1	GAS HEAT FINAL
GDM	20240006	1	1/16/2024	1055	1101	215 BARCUS	1						1	TEMP POWER
GDM	20230546	1	1/16/2024	1109		608 FIRST ST		1					1	FRAME
GDM	20230546P	1	1/16/2024		1123	608 FIRST ST		1					1	PLUMBING
GDM	20230956	1	1/16/2024	1132	1137	101 SANDSTONE	1						1	FTG
GDM	20240013	1	1/16/2024	1152	1156	105 MOCKINGBIRD	1						1	SERVICE
GDM	20230577	1	1/16/2024	1207		465 PARADISE CANYON		1					1	FRAME
GDM	20230577E	1	1/16/2024		1213	465 PARADISE CANYON	1						1	E ROUGH
GDM	20240012	1	1/16/2024	1217	1237	801 SUDDERTH				1				CONSULTATION
GDM	20230997	1	1/16/2024	1249	1255	118 TOOREON LOOP	1						1	CMU (NO PLANS)
GDM	20230637	1	1/16/2024	1302	1311	577 GAVILAN CANYON	1						1	BFINAL
GDM	20230884	1	1/16/2024	1320	1325	227 LAKESHORE	1						1	LATH
GDM	20230094	1	1/16/2024	1329	1332	100 MULLIGAN	1						1	INSULATION
GDM	20230992	1	1/16/2024	1335	1344	102 MULLIGAN	1						1	FTG
GDM	20230921	1	1/16/2024	1348	1352	1 COUNTRY CLUB	1						1	BFINAL (PARTIAL PASS)
GDM	20230473	1	1/16/2024	1356	1359	167 MIDRON	1						1	FTG
GDM	20230845	1	1/16/2024	1409	1414	137 LINCOLN HILLS	1						1	E ROUGH
GDM	20221045	1	1/16/2024	1435	1432	292 EAGLE RIDGE	1						1	E FINAL REINSPECTION
GDM	20240007	1	1/16/2024	1453	1502	129 BOX CANYON	1						1	TEMP POWER
GDM	20240004	1	1/16/2024	1507	1522	492 FORT STANTON	1						1	SERVICE
GDM	20230722	1	1/16/2024	1542	1547	103 DON SNYDER	1						1	E FINAL
GDM	20230964	1	1/16/2024	1550	1554	309 KEYES	1						1	FTG
MC	20220851	1	1/16/2024	1200	1240	115 PROSPECT		1					1	GAS
MC	20230824	1	1/16/2024	1255	1345	102 MONICAS CT	1						1	SPAN

MC		1	1/16/2024	1430	1440	1202 MECHEM				1			1		GRILL/BUSINESS
GGG	911448	1	1/16/2024	1400	1415	201 MOCKINGBIRD							1		STR
GGG	913790	1	1/16/2024	1430	1445	219 HIDEAWAY LN							1		STR
GDM	20230167	1	1/17/2024	1011	1017	304 MECHEM		1					1		REBAR
GDM	20230803	1	1/17/2024	1023	1027	118 BEGONIA		1					1		SERVICE
GDM	20230566	1	1/17/2024	1040	1053	217 CUMMINGS		1					1		SHEATHING
GDM	20230904	1	1/17/2024	1119	1125	102 MONICAS CT		1					1		FRAME
GDM	20230978	1	1/17/2024	1139	1145	606 WHITE MOUNTAIN MEADOWS		1					1		CMU (W/CORRECTIONS)
GDM	20230634	1	1/17/2024	1303	1321	222 SANDIA		1					1		FRAME
GDM	20230895	1	1/17/2024	1326	1331	132 MOUNTAIN SUN TRL		1					1		DEMO (1/2 DONE EXPOSED ROT)
GDM	20230925	1	1/17/2024	1343	1350	109 TANGLEWOOD		1					1		FTG (10 OK TO POUR 2 TOO CLOSE TO SEPTIC)
GDM	20230707	1	1/17/2024	1358	1403	190 LINCOLN HILLS		1					1		LATH
GDM	20220149E	1	1/17/2024	1405	1412	245 LINCOLN HILLS		1					1		E-ROUGH
GDM	20230747	1	1/17/2024	1427	1431	174 WALTER HAGEN		1					1		LATH
GDM	20230900	1	1/17/2024	1444	1450	157 CHISOLM		1					1		INSULATION
GGG	908930	1	1/17/2024	830	840	125 HILL RD							1		STR
GGG	900470	1	1/17/2024	845	855	1003 MAIN RD							1		STR
GGG	920088	1	1/17/2024	900	910	106 BRADFORD							1		STR
GGG	228024	1	1/17/2024	915	920	717 SHERWOOD LP							1		STR
GGG	920252	1	1/17/2024	925	930	109A SHERWOOD LP							1		STR
GGG	920252	1	1/17/2024	935	940	119 SINGING PINES							1		STR
GGG	920262	1	1/17/2024	945	950	202 FORREST LN							1		STR
GGG	228033	1	1/17/2024	950	955	605B MAIN RD							1		STR
GGG	228027	1	1/17/2024	955	1000	608 MAIN RD							1		STR
GGG	910430	1	1/17/2024	1005	1010	145 WHIRLAWAY							1		STR
GGG	901014	1	1/17/2024	1010	1015	102 ALHAMBRA							1		STR
GGG	917972	1	1/17/2024	1020	1025	435 MAIN RD							1		STR
GGG	920120	1	1/17/2024	1030	1035	130 ROSE							1		STR
GGG	208244	1	1/17/2024	1035	1040	128 ROSE							1		STR
GGG	228010	1	1/17/2024	1045	1050	125 MOUNTAIN BREEZE							1		STR
GGG	228017	1	1/17/2024	1055	1105	116 DUFO							1		STR
GGG	228009	1	1/17/2024	1115	1125	131 MAC							1		STR
GGG	208088	1	1/17/2024	1135	1145	115 EBARR							1		STR
GGG	920254	1	1/17/2024	1150	1200	216 PERK CANYON							1		STR
GGG	228018	1	1/17/2024	1320	1330	310 W REDWOOD							1		STR
GGG	218035	1	1/17/2024	1300	1315	203 W REDWOOD							1		STR
GGG	901258	1	1/17/2024	1350	1400	102 MAIN RD							1		STR
GGG	920164	1	1/17/2024	1332	1345	135 WESTBURY DR							1		STR
GGG	198359	1	1/17/2024	1420	1430	511 THIRD ST							1		STR
GGG	208017	1	1/17/2024	1405	1415	514 FIRST ST							1		STR
GGG	901232	1	1/17/2024	1505	1515	102 LEE ST							1		STR
GGG	915946	1	1/17/2024	1430	1500	307 REORDT DR							1		STR
GGG	920126	1	1/17/2024	1435	1445	109 MONICAS CT							1		STR
GGG	228015	1	1/17/2024	1520	1530	320 SECOND ST							1		STR
GGG	905914	1	1/17/2024	1610	1620	111 WILSHIRE							1		STR
GGG	228019	1	1/17/2024	1550	1600	150 FERN TRL							1		STR
GGG	198362	1	1/17/2024	1535	1543	142 FERN TRL							1		STR
GGG	920376	1	1/17/2024	1630	1645	103 HIDALGO							1		STR
GGG	218030	1	1/17/2024	1040	1045	103 S WHIRLAWAY							1		STR
MC	20230768	1	1/17/2024	1215	1250	146 CORVO CHRISTA		1					1		P-TOP OUT
MC	20220014	1	1/17/2024	1300	1330	158 LINCOLN HILLS		1					1		P-TOP OUT
MC	20230159	1	1/17/2024	1340	1350	1451 MECHEM		1					1		PLUMBING MOP SINK
MC		1	1/17/2024	1400	1420	1309 SUDDERTH			1				1		BUSINESS
GDM	20230566	1	1/18/2024	1142	1204	217 CUMMINGS		1					1		SHEATHING REINSPECTION (NOT FASTENED)
GDM	20230945	1	1/18/2024	1223	1240	100 MOUNTAIN		1					1		INSPECTION (NOT READY)
GDM	20230945	1	1/18/2024	1247	1250	106 GRANT		1					1		E-ROUGH (NO ACCESS)
GDM	20240010	1	1/18/2024	1254	1257	510 MOUNTAIN HIGH		1					1		TEMP POWER
GDM	20230896	1	1/18/2024	1304	1312	104 WILSHIRE		1					1		INSPECTION (FTGS POURED W/OUT INSPECTION)
GDM	20230724	1	1/18/2024	1319	1327	123 PORR		1					1		SET UP INSPECTION (NOT PER PLAN)
GDM	20240018	1	1/18/2024	1333	1339	109 QUEEN AIRE		1					1		SERVICE
GDM	20230577	1	1/18/2024	1400	1403	465 PARADISE CANYON		1					1		INSULATION
GDM	20230909	1	1/18/2024	1348	1354	119 MCBRIDE		1					1		FTG
GDM	20230918	1	1/18/2024	1413	1417	232 CEDAR CREEK		1					1		CMU
GDM	20230845	1	1/18/2024	1513	1519	137 LINCOLN HILLS		1					1		FRAME (PARTIAL-NO DECK)
GDM	20230073	1	1/18/2024	1528	1532	211 SPENCER		1					1		GAS
GDM	20230722	1	1/18/2024	1533	1538	222 SPENCER		1					1		GAS
MC	20230768	1	1/18/2024	1215	1230	146 CORVO CHRISTA		1					1		P-TOP OUT
MC	20220931	1	1/18/2024	1240	1300	113 COKER LN		1					2		P-TOP OUT & M-TOP OUT
MC	20230456	1	1/18/2024	1315	1320	304 MECHEM		1					1		GAS
MC	20230367M	1	1/18/2024	1320	1400	304 MECHEM		1					1		HOOD
MC		1	1/18/2024	1405	1415	662 SUDDERTH			1				1		BUSINESS
MC		1	1/18/2024	1430	1445	1023 MECHEM			1				1		BUSINESS

GDM	20240013	1	1/19/2024	1012	1017	105 MOCKINGBIRD	1							1	SERVICE	
GDM	20230566	1	1/19/2024	1038	1046	217 CUMMINGS	1							1	BLEATHING REINSPECTION	
GDM	2023092E	1	1/19/2024	1054		605 CARRIZO CANYON	1							1	E ROUGH	
GDM	2023092P	1	1/19/2024			605 CARRIZO CANYON		1						1	P TOP OUT	
GDM	20230392	1	1/19/2024			605 CARRIZO CANYON	1							1	FRAME	
GDM	20230393	1	1/19/2024		1128	605 CARRIZO CANYON	1							1	SHATHING	
GDM	20230904	1	1/19/2024	1137	1156	102 MONICAS CT	1	1						1	E FINAL & B FINAL	
GDM	20230765	1	1/19/2024	1257	1306	200 W RIVERSIDE	1							1	CMU	
GDM	20230894	1	1/19/2024	1341	1349	102 WOODRIDGE	1							1	CMU	
GDM	20230747E	1	1/19/2024	1358		174 WALTER HAGEN	1							1	E ROUGH (BONDING TO METAL BUILDING NOT PRESENT)	
GDM	20230747	1	1/19/2024		1422	174 WALTER HAGEN	1							1	FRAME (NOT PER PLANS)	
GDM	20220149	1	1/19/2024	1428	1457	245 LINCOLN HILLS	1							1	FRAME	
MC		1	1/19/2024	1400	1420	2117 SUDDERTH			1					1	BUSINESS	
GGG		1	1/19/2024	830	845	110 CIBOLA							1	1	STR	
GGG		1	1/19/2024	920	935	408 MARY							1	1	STR	
GGG		1	1/19/2024	955	1015	117 LARCH							1	1	STR	
GGG		1	1/19/2024	1035	1055	100 WACO							1	1	STR	
GGG		1	1/19/2024	1115	1135	438 RIVER TRL							1	1	STR	
GGG		1	1/19/2024	855	905	128 KIRKMAN							1	1	STR	
GGG		1	1/19/2024	1300	1315	112 CORONADO							1	1	STR	
GGG		1	1/19/2024	1355	1415	125 WILLIE HORTON							1	1	STR	
GGG		1	1/19/2024	1330	1340	207 COAL							1	1	STR	
GGG		1	1/19/2024	1430	1440	132 LEON FERRAR							1	1	STR	
GGG		1	1/19/2024	1450	1455	103 VALLEY VIEW							1	1	STR	
GGG		1	1/19/2024	1500	1515	220 HEMLOCK							1	1	STR	
GDM	20230904	1	1/22/2024	1213	1235	102 MONICAS CT	1							1	B FINAL	
GDM	20230737	1	1/22/2024	1240	1246	106 GRANT	1							1	E ROUGH	
GDM	20230672	1	1/22/2024	1255	1302	210 MEADOWS	1							1	CMU	
GDM	20221057	1	1/22/2024	1324	1330	226 TIMBERLINE	1							1	E ROUGH	
GDM	20220179	1	1/22/2024	1345	1353	245 LINCOLN HILLS	1							1	FRAME REINSPECTION	
GDM	20230427	1	1/22/2024	1432		106 MOUNTAIN SHADOW		2						1	P FINAL & GAS FINAL	
GDM	20230427	1	1/22/2024			106 MOUNTAIN SHADOW			1					1	M FINAL	
GDM	20230427	1	1/22/2024		1447	106 MOUNTAIN SHADOW	1							1	E FINAL	
GDM	20230925	1	1/22/2024	1410	1413	109 TANGLEWOOD	1							1	PIERS REINSPECTION	
GGG		1	1/22/2024	830	840	220 LOOKOUT # 13								1	1	STR
GGG		1	1/22/2024	845	900	149 CORONADO								1	1	STR
GGG		1	1/22/2024	905	915	212 HIGH LOOP								1	1	STR
GGG		1	1/22/2024	920	925	105 HIGH LOOP								1	1	STR
GGG		1	1/22/2024	930	935	302 COUNTRY CLUB								1	1	STR
GGG		1	1/22/2024	940	945	110 BOGIE LN #1A								1	1	STR
GGG		1	1/22/2024	950	1000	123 SAN MIGUEL								1	1	STR
GGG		1	1/22/2024	1020	1035	108 BUCKNER								1	1	STR
GGG		1	1/22/2024	1055	1110	210 CHACAHUA								1	1	STR
GGG		1	1/22/2024	1120	1125	108 ALAMO								1	1	STR
GGG		1	1/22/2024	1130	1135	205 GRANITE								1	1	STR
GGG		1	1/22/2024	1140	1145	104 G H STONEMAN								1	1	STR
GGG		1	1/22/2024	1150	1155	110 JACK LITTLE DR #A7								1	1	STR
GGG		1	1/22/2024	1310	1325	110 JACK LITTLE DR #A7								1	1	STR
GGG		1	1/22/2024	1340	1350	110 JACK LITTLE DR # B11								1	1	STR
GGG		1	1/22/2024	1415	1420	110 JACK LITTLE DR # B22								1	1	STR
GGG		1	1/22/2024	1425	1430	130 WILLIE HORTON								1	1	STR
GGG		1	1/22/2024	1435	1455	104 SEQUOIA								1	1	STR
GGG		1	1/22/2024	1500	1510	112 PAT WILLIGNHAM								1	1	STR
GGG		1	1/22/2024	1515	1520	100 WIGWAM								1	1	STR
GGG		1	1/22/2024	1525	1530	146 N OAK								1	1	STR
GGG		1	1/22/2024	1615	1620	302 MOCKINGBIRD								1	1	STR
GGG		1	1/22/2024	1555	1605	320 CROWN								1	1	STR
GGG		1	1/22/2024	1540	1545	245 JUNCTION								1	1	STR
GDM	20220911WE	1	1/23/2024	1050	1101	113 COKER LN	1							1	E ROUGH	
GDM	20221057	1	1/23/2024	1450	1532	226 TIMBERLINE	1							1	FRAME	
GDM	20230682	1	1/23/2024	1112	1119	101 TAMARACK	1							1	GRADING INSPECTION	
GDM	20230604	1	1/23/2024	1153	1155	100 MULLIGAN	1							1	E ROUGH (NO ACCESS)	
GDM	20230857	1	1/23/2024	1141	1148	229 DEER PARK	1							1	CMU	
GDM	20230845	1	1/23/2024	1400	1417	137 LINCOLN HILLS	1							1	INSULATION	
GDM	20220550E	1	1/23/2024	1307		327 SANDESTA	1							1	E ROUGH	
GDM	20220550P	1	1/23/2024			327 SANDESTA		1						1	P ROUGH	
GDM	20220550	1	1/23/2024		1350	327 SANDESTA	1							1	FRAME	
MC	20240020	1	1/23/2024	1215	1300	2825 SUDDERTH		1						1	DRAIN IN TRENCH	
GGG		1	1/23/2024	830	840	207 CENTER								1	1	STR
GGG		1	1/23/2024	845	855	165 FERN								1	1	STR
GGG		1	1/23/2024	905	915	207 SECOND								1	1	STR
GGG		1	1/23/2024	920	930	334 FIFTH								1	1	STR

GGG		1	1/23/2024	935	945	108 WOODLAND							1			1	STR
GGG		1	1/23/2024	950	1000	150 APACHE HILLS							1			1	STR
GGG		1	1/23/2024	1010	1020	105 ABBY PL							1			1	STR
GGG		1	1/23/2024	1025	1040	209 CHELSEA							1			1	STR
GGG		1	1/23/2024	1050	1105	218 CHELSEA							1			1	STR
GGG		1	1/23/2024	1115	1130	100 HILL RD							1	1		1	STR
GGG		1	1/23/2024	1135	1155	110 AMELIA							1	1		1	STR
GGG		1	1/23/2024	1300	1315	115 PERK CANYON							1	1		1	STR
GGG		1	1/23/2024	1325	1335	108 SLAY							1	1		1	STR
GGG		1	1/23/2024	1350	1400	208 RIO ARRIBA							1	1		1	STR
GGG		1	1/23/2024	1415	1525	442 RIVER TRL							1	1		1	STR
GGG		1	1/23/2024	1430	1445	436 RIVER TRL							1	1		1	STR
GDM	20230136	1	1/24/2024	1252	1305	104 CLIFF	1							1		1	E ROUGH
GDM	20240023	1	1/24/2024	1309	1314	105 EL PASO		1						1		1	FRAME
GDM	20230546	1	1/24/2024	1310	1416	608 FIRST ST		1						1		1	INSULATION
GDM	20230136P	1	1/24/2024	1252		104 CLIFF			1					1		1	P ROUGH & TOP OUT
GDM	20230136	1	1/24/2024		1305	104 CLIFF		1						1		1	FRAME
GDM	20221057	1	1/24/2024	1322	1346	226 TIMBERLINE					1					1	CONSULTATION
MC	20210810P	1	1/24/2024	1215		114 DONKEY CT			1						1		P GAS
MC	20210810M	1	1/24/2024		1310	114 DONKEY CT				1					1		MTINAL
GGG		1	1/24/2024	900	915	308 RACQUET DR # 5							1			1	STR
GGG		1	1/24/2024	920	930	604 WHYTE MOUNTAIN DR # 707							1			1	STR
GGG		1	1/24/2024	951	945	103 LOS PADRES							1	1		1	STR
GGG		1	1/24/2024	955	1005	122 SAN MIGUEL							1	1		1	STR
GGG		1	1/24/2024	1010	1020	301 HEATH							1			1	STR
GGG		1	1/24/2024	1030	1045	185 JUNIPER							1			1	STR
GGG		1	1/24/2024	1050	1100	116 WHIRLAWAY							1	1		1	STR
GGG		1	1/24/2024	1125	1130	121 SINGING PINES							1	1		1	STR
GGG		1	1/24/2024	1135	1140	1026 MAIN RD							1	1		1	STR
GGG		1	1/24/2024	1150	1220	1120 MAIN RD							1			1	STR
GGG		1	1/24/2024	1235	1220	133 HILL RD							1			1	STR
GGG		1	1/24/2024	1235	1250	203 SUNRISE CT							1			1	STR
GGG		1	1/24/2024	1255	1300	116 TAOS TRL							1	1		1	STR
GDM	20230136	1	1/25/2024	1255	1257	104 CLIFF		1								1	INSULATION (NOT READY)
GDM	20230996	1	1/25/2024	1347	1353	108 POWER		1							1		FTG
GDM	20230895	1	1/25/2024	1313	1321	132 MOUNTAIN SUN TRL		1							1		DEMO FINAL (PASS W/CORRECTIONS)
GDM		1	1/25/2024	1329	1334	108 CHAMISA					1						POTENTIAL RED TAG
MC	20240020	1	1/25/2024	1315	1354	2825 SUDDERTH								1			P FINAL
GDM	20240030	1	1/26/2024	1030	1052	1711 SUDDERTH	1	1								1	P ROUGH & FRAME & ELECTRICAL
GDM	20230917	1	1/26/2024	1104	1119	113 WIMBLEDON								1			FTG (PARTIAL)
GDM	20230111	1	1/26/2024	1127	1134	101 MIDDLEFORK								1			LATH
GDM	20230106	1	1/26/2024	1150	1204	203 TORREON LOOP								1			SPAN (2)
GDM	20221057	1	1/26/2024	1455	1510	226 TIMBERLINE								1			FRAME REINSPECTION
GDM	20230796	1	1/26/2024	1314	1320	110 TOPSIDE								2			SLAB
GDM	20230966	1	1/26/2024	1255	1258	1034 MECHEM								1			TEMP POWER
GDM	20230159	1	1/26/2024	1328	1343	1451 MECHEM									1		P FINAL
GDM	20230836	1	1/26/2024	1400	1405	134 CAPROCK								1			TEMP POWER
GDM	20230550	1	1/26/2024	1417	1424	327 SANDESTA								1			INSULATION
MC	20210850	1	1/26/2024	1220	1300	114 DONKEY CT								1			P FINAL
MC		1	1/26/2024	1315	1330	1031 SUDDERTH STE 3				1					1		BUSINESS
GDM	20220381	1	1/29/2024	1155	1203	117 MOCKINGBIRD								1			P FINAL
GDM	20230748	1	1/29/2024	1615	1620	102 BONNEVILLE								1			CMU
GDM	20231004	1	1/29/2024	1419	1431	102 PINE TOP								1			FTG
GDM	20230795	1	1/29/2024	1400	1406	109 LAVENDER								1			SLAB
GDM	20230148	1	1/29/2024	1537	1543	194 DEER CREEK								1			INSPECTION
GDM	20230867	1	1/29/2024	1503	1519	178 PASO MONTE LP								1			FRAME
GDM	20240012	1	1/29/2024	1315	1336	601 SUDDERTH		2						1			E ROUGH CMU & FRAME
MC	20230159	1	1/29/2024	1330	1415	1451 MECHEM								1			P FINAL
MC	20230141	1	1/30/2024	1300	1340	440 HWY 220			1					2			E ROUGH & P TOP OUT
MC		1	1/30/2024	1500	1520	2906 SUDDERTH #7				1				1			BUSINESS
GDM	20230691	1	1/31/2024	1030	1046	103 BUCKNER								1			P FINAL
GDM	20230316	1	1/31/2024	1117	1124	520 CARRIZO CANYON								1			FTG
GDM	20230145	1	1/31/2024	1613	1617	117 WOODWIND								1			SERVICE
GDM	20230928	1	1/31/2024	1321	1325	136 EAGLE								1			FRAME
GDM	20230724	1	1/31/2024	1327	1331	123 PORR								1			FRAME (NOTHING FIXED)
GDM	20240022	1	1/31/2024	1335		102 DOGWOOD								1			CUT LOOSE
GDM	20240022	1	1/31/2024		1340	102 DOGWOOD								1			SERVICE (NOT READY)
GDM	20230964	1	1/31/2024	1347	1352	309 KEITH								1			CMU
GDM	20230914	1	1/31/2024	1400	1407	113 SONORA								1			FTG
GDM	20230556	1	1/31/2024	1415	1420	103 DON SNYDER								1			P FINAL
GDM	20240030	1	1/31/2024	1054		1711 SUDDERTH								1			E ROUGH
GDM	20240030	1	1/31/2024			1711 SUDDERTH		1						1			FRAME
GDM	20240030	1	1/31/2024		1113	1711 SUDDERTH			1					1			P FINAL
GDM	20230706	1	1/31/2024	1427	1431	120 TORREY PINE								1			FRAME
GDM	20231004	1	1/31/2024	1434	1438	102 PINE TOP								1			FTG
GDM	20230064	1	1/31/2024	1450	1505	100 MULLIGAN		1						2			E ROUGH & INSULATION
GDM	20240017	1	1/31/2024	1508	1512	112 MULLIGAN								1			FTG
GDM	20230783	1	1/31/2024	1648	1655	156 WHIRLAWAY								1			PIERS
GDM	20240030	1	1/31/2024	1515	1520	126 BLAZING STAR								1			E ROUGH (W/CORRECTIONS)
GDM	20230768	1	1/31/2024	1550	1607	146 CORVO CHRISTA								1			SLAB
GDM	20230141	1	1/31/2024	CANCELED	CANCELED	440 HWY 220								1			E ROUGH
GDM	20230141	1	1/31/2024	CANCELED	CANCELED	440 HWY 220								1			FRAME
GDM	20240050	1	1/31/2024	1130	1140	100 WIGWAM								1			FTG
MC	20220014M	1	1/31/2024	1245	1330	156 LINCOLN HILLS			1	1					2		E ROUGH IN & GAS
TOTALS		38	296				46	121	37	14	14	4	111	248	56		

Building Permit Issued Comparison 2018 to Present



Number of Permits Issued 2023 vs 2024		
MONTH	2023	2024
January	94	80
February	83	
March	105	
April	102	
May	137	
June	113	
July	95	
August	127	
September	93	
October	144	
November	81	
December	121	
TOTAL	1295	80

2023/2024 VOR vs COUNTY FEES



VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2023 AND 2024

MONTH	VOR FEES 2024	VOR FEES 2023	COUNTY FEES 2024	COUNTY FEES 2023	TOTAL FEES 2024	TOTAL FEES 2023	TOTAL VALUATIONS 2024	TOTAL VALUATIONS 2023
January	\$ 18,699.69	\$ 11,542.93	\$ 14,735.60	\$ 18,530.97	\$ 33,435.29	\$ 30,073.90	\$ 3,967,568.34	\$ 2,399,262.84
February		\$ 13,090.93		\$ 6,620.37	\$ -	\$ 19,711.30		\$ 1,971,699.88
March		\$ 12,068.57		\$ 11,309.92	\$ -	\$ 23,378.49		\$ 1,422,718.89
April		\$ 12,738.93		\$ 10,336.65	\$ -	\$ 23,075.58		\$ 1,701,221.52
May		\$ 24,955.67		\$ 15,113.92	\$ -	\$ 40,069.59		\$ 5,196,354.07
June		\$ 17,198.71		\$ 9,741.08	\$ -	\$ 26,939.79		\$ 1,913,263.89
July		\$ 12,524.21		\$ 4,824.40	\$ -	\$ 17,348.61		\$ 969,187.05
August		\$ 18,964.73		\$ 18,259.63	\$ -	\$ 37,224.36		\$ 4,058,135.50
September		\$ 13,582.58		\$ 10,770.85	\$ -	\$ 24,353.43		\$ 2,476,171.15
October		\$ 24,115.33		\$ 28,931.31	\$ -	\$ 53,046.64		\$ 6,370,781.68
November		\$ 18,013.09		\$ 14,759.70	\$ -	\$ 32,772.79		\$ 3,761,376.29
December		\$ 21,157.49		\$ 18,907.99	\$ -	\$ 40,065.48		\$ 4,824,885.89
TOTAL PERMITS	\$ 18,699.69	\$ 199,953.17	\$ 14,735.60	\$ 168,106.79	\$ 33,435.29	\$ 368,059.96	\$ 3,967,568.34	\$ 37,065,058.65

Business Registrations Issued:

NEW BUSINE SS RE GISTRATION JANUARY 2024

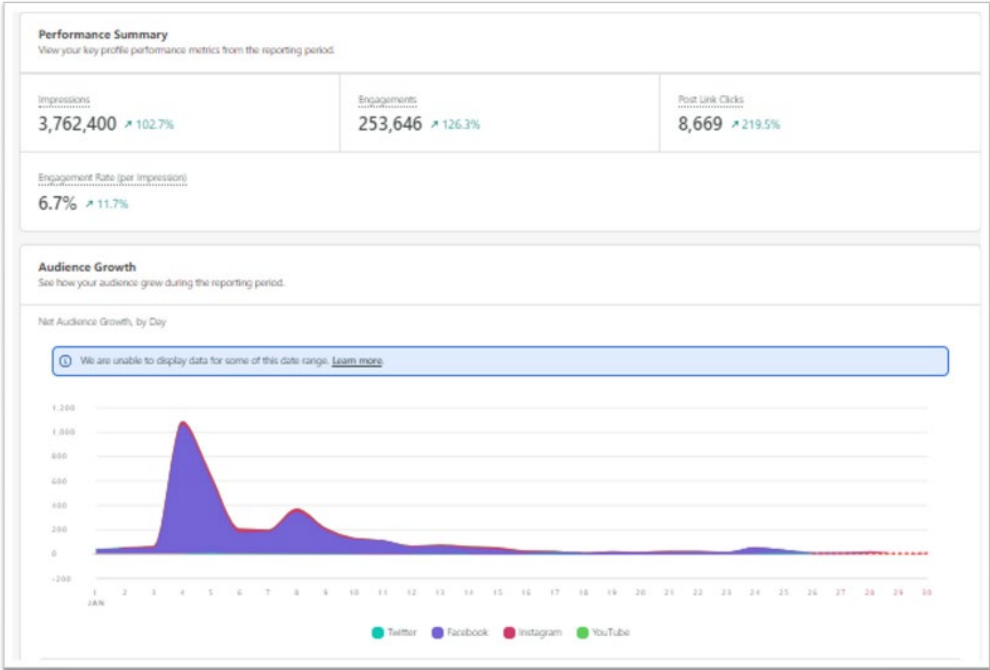
CASE NUMBER	NAME	LOCATION	BUSINE SS TYPE
BR2023-353	AMERICAN PRIDE	OUT OF TOWN	PLUMBING CONTRACTOR
BR2023-352	SUREFIRE SIGN INC.	OUT OF TOWN	LED SIGN MANUFACTURER
BR2024-3	JACKASS TRADING COMPANY	1200 SUDDERTH DR.	TACK, HORSE SUPPLIES & JEWELRY
BR2024-4	GINA HOWARD HOUSEKEEPING	HOME OCCUPATION	HOUSE CLEANING
BR2024-5	YOUNG GUNS CONSTRUCTION	OUT OF TOWN	GENERAL CONTRACTOR
BR2024-7	ELEVATE CONSTRUCTION LLC	HOME OCCUPATION	GENERAL CONTRACTOR
BR2024-8	SIGMA INDUSTRIES LLC	OUT OF TOWN	ELECTRICAL AND AUTOMATION CONTRACTOR
BR2024-9	HONEY HOLE HAIR CO.	2809 SUDDERTH DR. #A	HAIR SALON
BR2024-10	1021 MECHEM LLC dba Home town Tire Pros & Auto Care	1021 MECHEM DR.	TIRES AND AUTO CARE SERVICES
BR2024-11	HILO REAL ESTATE	HOME OCCUPATION	REAL ESTATE SALES
BR2024-12	ISRAEL SHEET METAL	OUT OF TOWN	MECHANICAL CONTRACTOR
BR2024-13	M4 CONSTRUCTION & DESIGN	OUT OF TOWN	GENERAL CONTRACTOR
BR2024-16	RAINBOW LAKE RV PARK	806 CARRIZO CANYON RD	RV & HOTEL CABINS PARK
BR2024-15	REMOTE WELL SOLUTIONS	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2024-17	ELA SKIN LLC	1701 SUDDERTH DR.	BEAUTY SALON & CLOTHING BOUTIQUE
BR2024-19	HACIENDA MECHANICAL	OUT OF TOWN	MECHANICAL CONTRACTOR
BR2024-20	MERAKI SALON & NAIL STUDIO	1216 MECHEM DR. #2	BEAUTY SALON
BR2024-21	COLEMAN ALARM & SERVICES	1096 MECHEM DR. STE 227	BURGLAR, VIDEO, AUDIO & NETWORK SECURITY
BR2024-23	SWEETING DREAMS	OUT OF TOWN	CLEANING SERVICES
BR2024-27	POWER PLAYZ	OUT OF TOWN	CLEANING & PARTY PLANNING
BR2024-28	ENRICHED COMMUNITIES, LLC	OUT OF TOWN	REAL ESTATE
BR2024-29	CABINET & STONE	1023 MECHEM DR.	CABINETRY AND COUNTERTOP SALES
B2024-30	TRESA JAMESON	1309 SUDDERTH	MASSAGE THERAPY
BR2024-32	B & A ELECTRICAL SERVICES, LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2024-33	ROADRUNNER HOUSE CLEANING SERVICES	OUT OF TOWN	CLEANING SERVICES
BR2024-34	HIGH MOUNTAIN WITH GRACE	HOME OCCUPATION	ONLINE SALES
BR2024-35	GNOMAD, LLC	2117 SUDDERTH #10	CANNABIS RETAIL & CONSUMPTION LOUNGE
BR2024-37	BABY OF MINE	1031 MECHEM DR.	RETAIL
BR2024-42	PUNTO LIVING NM LLC	OUT OF TOWN	CUSTOM HOME BUILDERS

TOURISM







SOCIAL STATS
TOURISM & MUNICIPAL

Performance Summary January 2024:







TOURISM - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in January in terms of impressions:

<p>Ruidoso, New Mexico Tue 1/23/2024 8:00 am MST</p> <p>January 31st is THE LAST DAY to purchase your Vines in the Pines tickets at a discount of \$25! Your tickets include 🎵 live music, 🍷 a...</p>  <p>Total Engagements 13</p> <p>Reactions 0</p> <p>Comments 0</p> <p>Shares 1</p> <p>Post Link Clicks 10</p> <p>Other Post Clicks 2</p>	<p>Ruidoso, New Mexico Thu 1/25/2024 8:00 am MST</p> <p>🎸 The Rockabilly Strangers are rockin' it out at Lost Hiker Brewing on January 20th from 5 to 8 PM! For more live music and events, click...</p>  <p>Total Engagements 49</p> <p>Reactions 24</p> <p>Comments 0</p> <p>Shares 3</p> <p>Post Link Clicks 4</p> <p>Other Post Clicks 18</p>	<p>Ruidoso, New Mexico Thu 1/25/2024 2:16 pm MST</p>  <p>Total Engagements 64</p> <p>Reactions 0</p> <p>Comments 0</p> <p>Shares 0</p> <p>Post Link Clicks —</p> <p>Other Post Clicks 64</p>	<p>Ruidoso, New Mexico Sun 1/28/2024 8:00 am MST</p> <p>Winter is here and you should be too! Escape to the mountains for a weekend getaway trip. 🏔️ Tag who you would want to escape with in...</p>  <p>Total Engagements 99</p> <p>Reactions 42</p> <p>Comments 5</p> <p>Shares 2</p> <p>Post Link Clicks 3</p> <p>Other Post Clicks 47</p>
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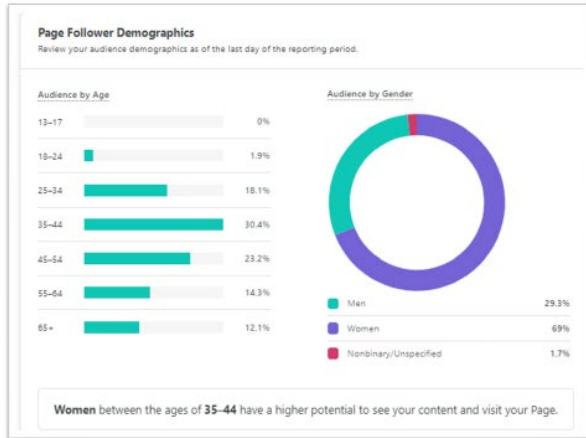
TOURISM - TOP PERFORMING SOCIAL POSTS

Top performing Instagram posts in January in terms of impressions:

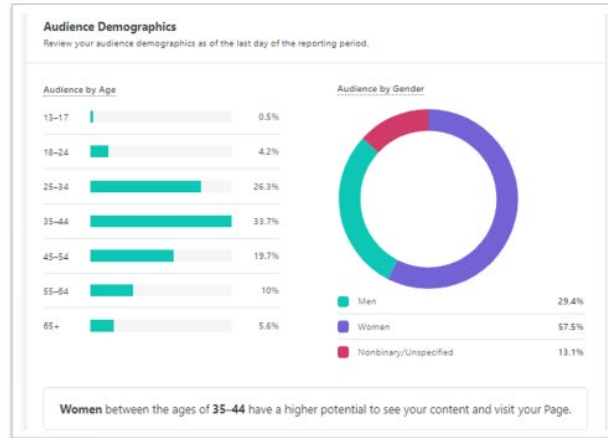
<p>@discoverruidoso Mon 1/22/2024 8:00 am MST</p> <p>Get ready for the Lincoln County Classic 4 Disc Golf Tournament on March 23-24! 🏆 It's a fun event with food, drinks, live music, disc go...</p>  <p>Total Engagements 143</p> <p>Likes 136</p> <p>Comments 0</p> <p>Shares 6</p> <p>Saves 1</p>	<p>@discoverruidoso Sun 1/28/2024 8:00 am MST</p> <p>Winter is here and you should be too! Escape to the mountains for a weekend getaway trip. 🏔️ Tag who you would want to escape wi...</p>  <p>Total Engagements 184</p> <p>Likes 163</p> <p>Comments 5</p> <p>Shares 15</p> <p>Saves 1</p>	<p>@discoverruidoso Wed 1/24/2024 8:00 am MST</p> <p>No two sunsets are the same in Ruidoso, NM. 🌄 Come enjoy the beauty of our mountain town! 🏞️ #DiscoverRuidoso #Nature...</p>  <p>Total Engagements 757</p> <p>Likes 682</p> <p>Comments 3</p> <p>Shares 46</p> <p>Saves 16</p>	<p>@discoverruidoso Mon 1/8/2024 7:00 am MST</p> <p>We received new snow last night in the Village! If you are here visiting us, please know that travel in and around Ruidoso is discouraged...</p>  <p>Total Engagements 1,417</p> <p>Likes 1,253</p> <p>Comments 16</p> <p>Shares 137</p> <p>Saves 11</p>
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TOURISM AUDIENCES

Facebook: 122,580 followers:

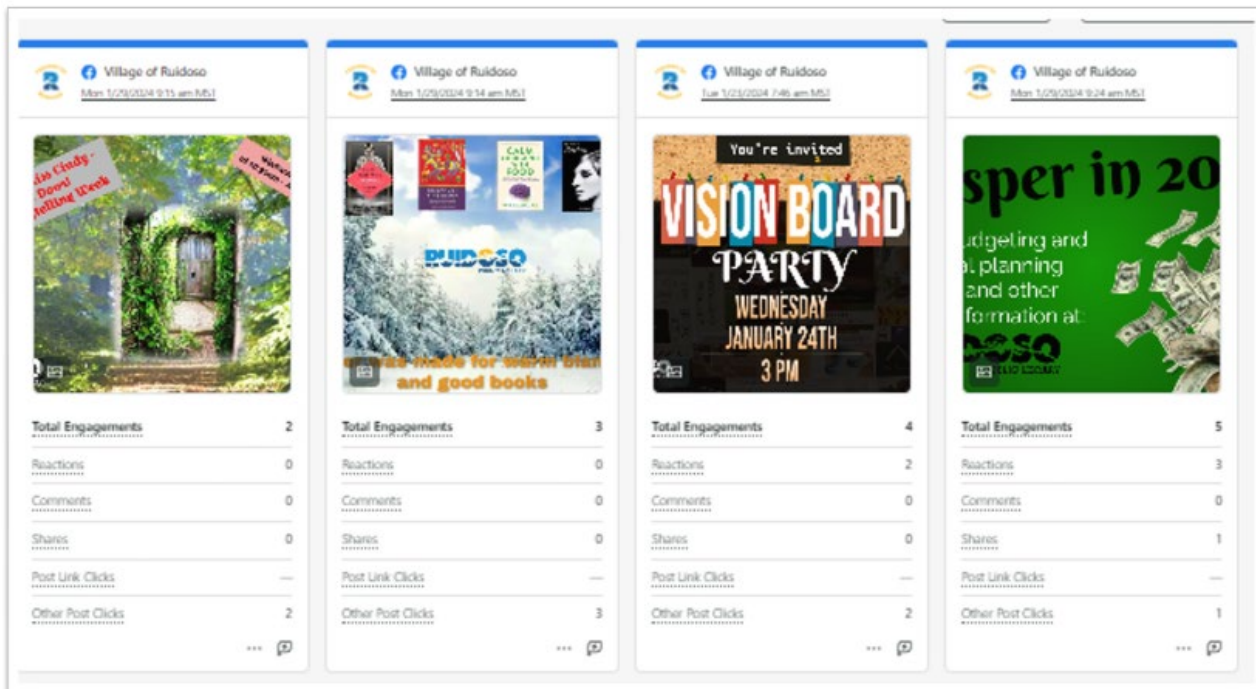


Instagram: 29,121 followers:



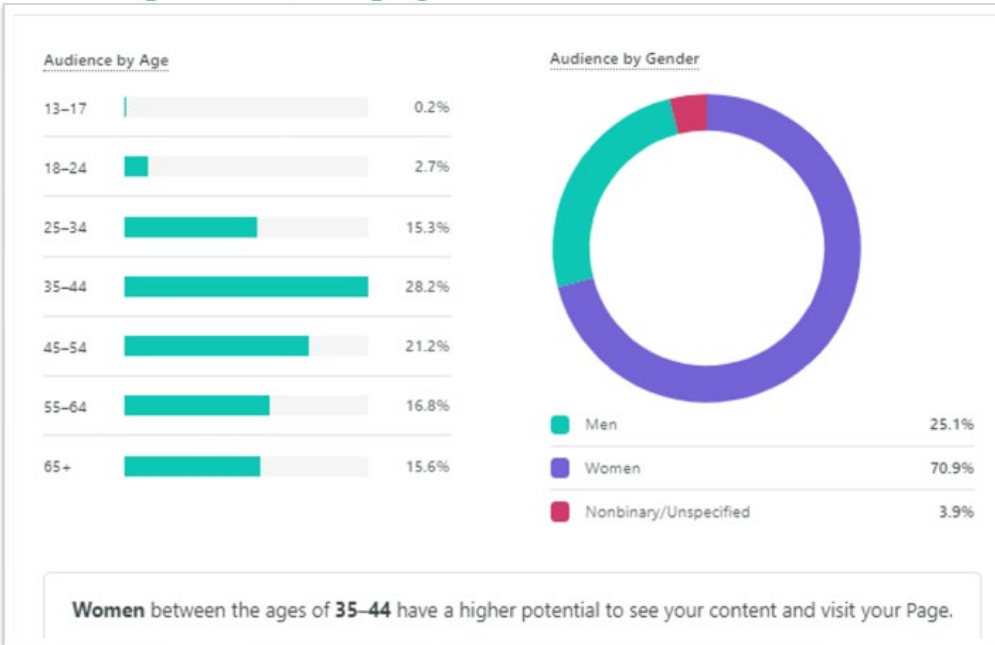
MUNICIPAL - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in January in terms of impressions:



MUNICIPAL AUDIENCE

Audience demographics of the 28,817 followers on the Municipal Facebook page:



WEBSITE ANALYTICS TOURISM

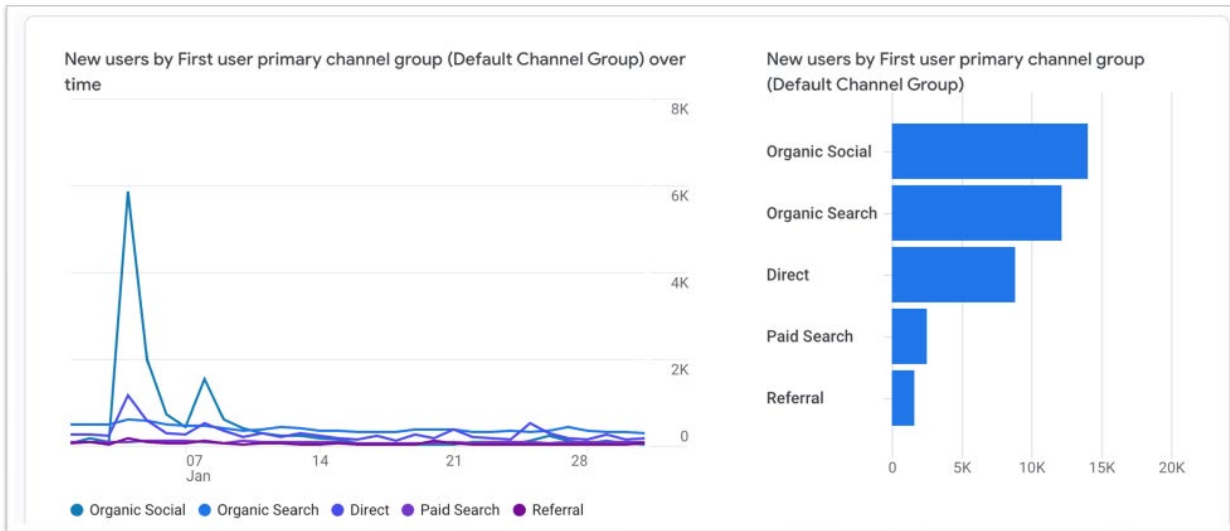
Most Visited Pages

views by Page title and screen class	
PAGE TITLE AND SCREEN CLASS	VIEWS
Ruidoso Webcam — DiscoverRUIDOSO.com ...	35K
DiscoverRUIDOSO.com Travel Information ...	4.7K
Grindstone Lake Webcam — DiscoverRUIDO...	4.2K
Ruidoso Webcams: Midtown and Grindston...	4.1K
Here's Why You Can't Beat Ruidoso In Winte...	3.8K
Ruidoso, New Mexico, Events Calendar — Di...	3.5K
Convention Center Webcam — DiscoverRUI...	3.1K

WEBSITE ANALYTICS

TOURISM

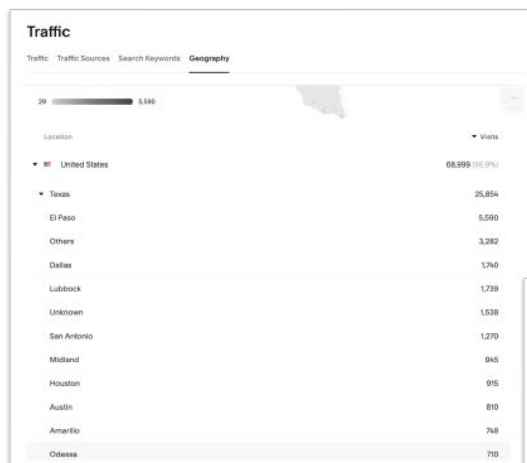
User Acquisition & Acquisition Channels



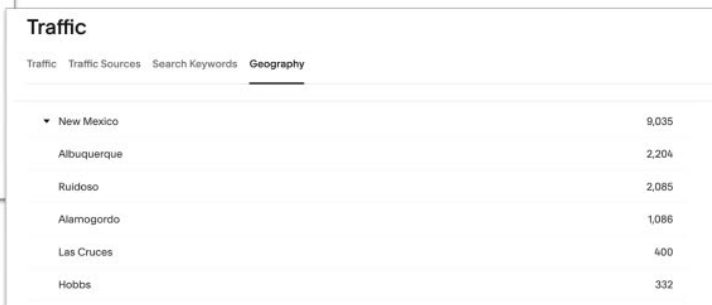
WEBSITE ANALYTICS

TOURISM

Audience



Texas continues to be our biggest audience on the DiscoverRuidoso.com with El Paso, Dallas, Lubbock, and San Antonio leading the way.

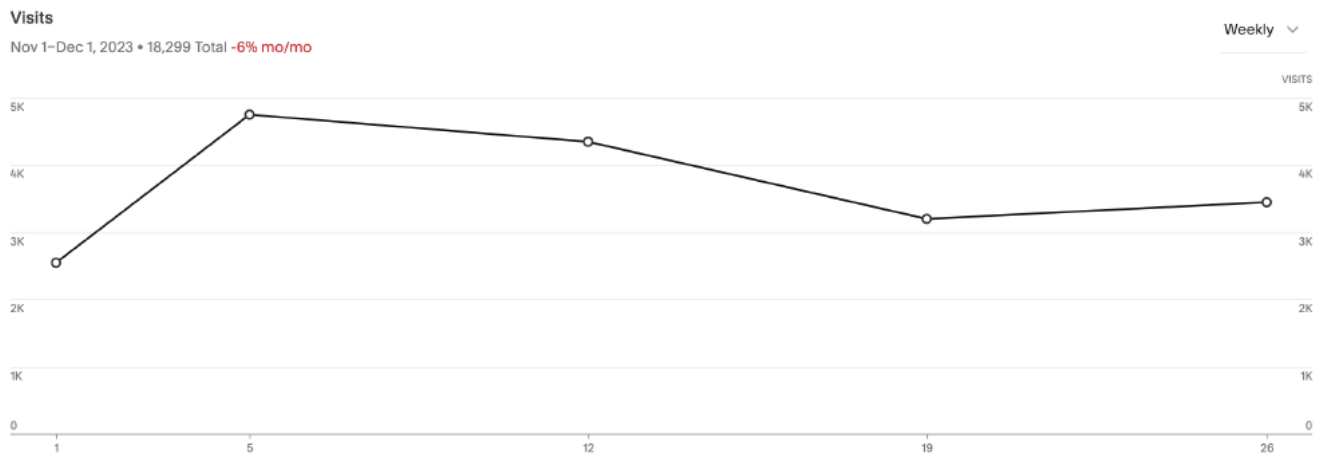


WEBSITE –TRANSLATION TOOL



The new translation tool that was placed on DiscoverRuidoso.com was used by site visitors 952 times during the month of January.

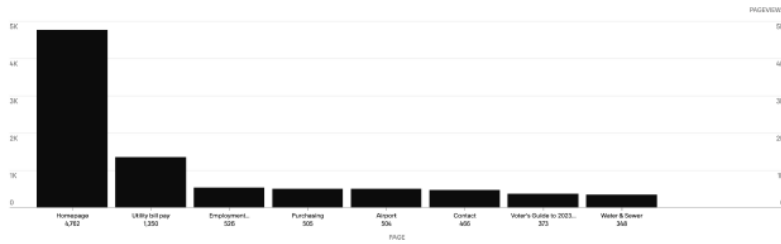
WEBSITE ANALYTICS MUNICIPAL



WEBSITE ANALYTICS MUNICIPAL

Top Pageviews

Nov 1-Dec 1, 2023 • 54% of 16,368 Pageviews -6% mo/mo



All Pages with Views

Nov 1-Dec 1, 2023 • 16,368 Total -6% mo/mo

Page	Views	Time on Page	Bounce Rate	Exit Rate
Homepage <input checked="" type="checkbox"/>	4,782	00:01:40	94.56%	92.55%
Utility bill pay <input checked="" type="checkbox"/> /utility-billing-index	1,350	00:05:18	97.43%	95.56%
Employment opportunities <input checked="" type="checkbox"/> /apply-for-village-jobs	526	00:03:38	98.62%	97.91%
Purchasing <input checked="" type="checkbox"/> /purchasing	505	00:02:00	99.12%	94.65%
Airport <input checked="" type="checkbox"/> /airport	504	00:01:27	98.99%	98.21%

WEBSITE ANALYTICS MUNICIPAL

United States	17,524 (95.6%)
New Mexico	4,901
Ruidoso	2,116
Albuquerque	701
Alamogordo	514
Alto	372
Ruidoso Downs	130
Mescalero	118

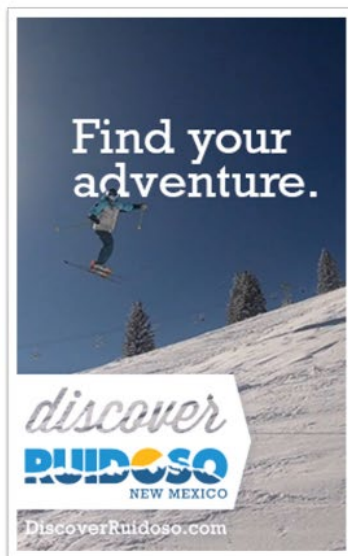
The Texas audience is growing significantly on Ruidoso-NM.gov. This indicates that more and more of our audience from that area look to the VOR website for current local information. Which ties in to our tactical plan goal of continuing to make this website the go-to for public information.

Texas	4,134
El Paso	735
Others	412
Dallas	252

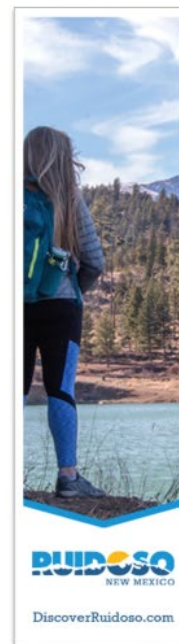
JANUARY SOCIAL MEDIA



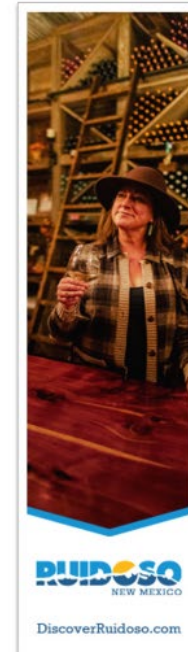
JANUARY DIGITAL




Ski New Mexico




Go-NewMexico




JANUARY BILLBOARDS

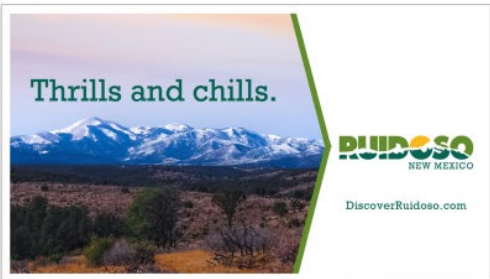



Ice Skating at Wingfield Park
Open through January 15th



Our digital billboards in El Paso, Albuquerque and Military featured a variety of winter executions.







UPCOMING EVENTS



**VINES IN THE PINES
ART AND WINE FESTIVAL**

February 17 - 18, 2024

Take your time and enjoy wine by the glass while you shop through over 30 of our local vendors who feature handmade goodies such as gourmet chocolate and candies, handmade crafts, and specialty items showcased by each vendor.

Tickets include entry, complimentary wine glass, AND tastings at each vendor.

Hours: Saturday and Sunday, 12:00 - 6:00 pm.

TAP HERE FOR MORE INFO

DiscoverRuidoso.com



**LINCOLN COUNTY CLASSIC
DISC GOLF TOURNAMENT**

March 23 - 24, 2024 • Register Online



**RUIDOSO
NEW MEXICO**

photo contest

» Enter the Scenic Southern New Mexico Photo Contest
Tag your photos with #ScenicSouthernNM2024

PR: JANUARY 1-31, 2024

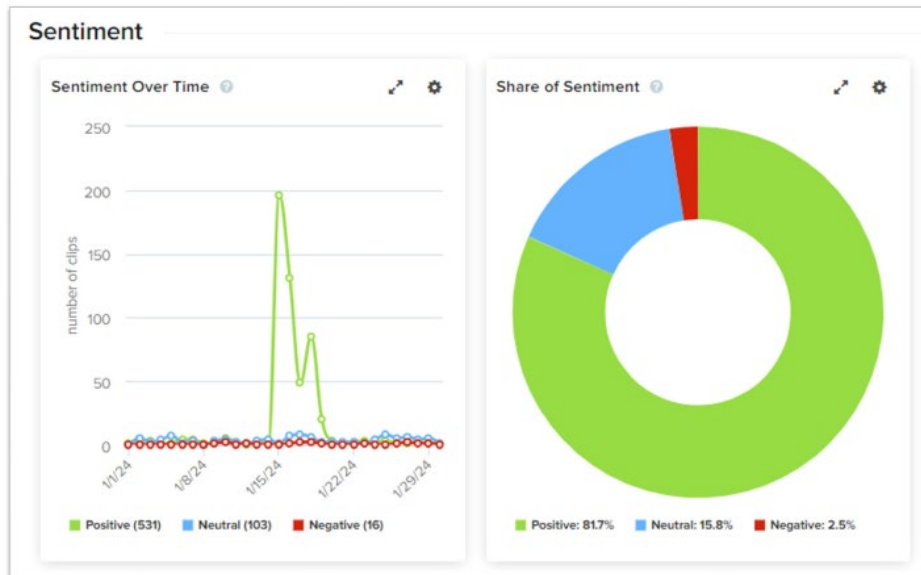


Total Mentions: Distribution of clips over time. Each clip counts as one mention

Reach: Distribution of clips over time based on their reach.
Print/broadcast is based on circulation/viewership. **Online** is based on unique visitors per month.

Value of Coverage: Distribution of the publicity value. Each clip's value is calculated using a formula given to each outlet.

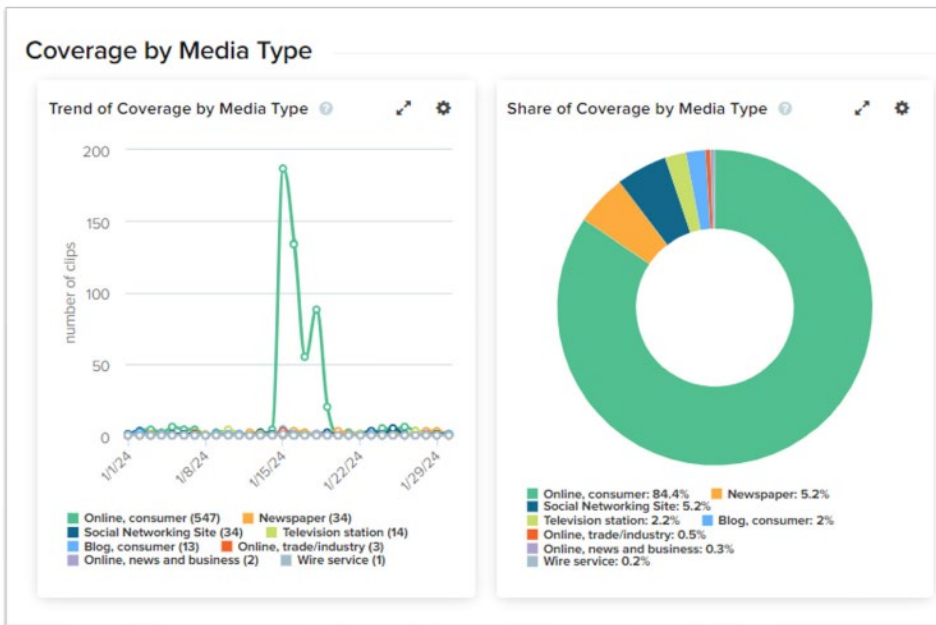
PR: JANUARY 1-31, 2024



Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

Share of Sentiment: Breakdown of clips based on their sentiment by positive, negative, or neutral as by calculated auto-toning.

PR: JANUARY 1-31, 2024



Trend of Coverage by Media Type:
Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

Share of Coverage by Media Type:
Breakdown of clips based on their media type.

NMTD CO-OP PROGRAM FY24

- Tucson Bus Wraps in-market – creative change out in February
- Next round of Red Chile creative to begin March
- Still photoshoot approved for late May



New creative pending NM True approval

NEW MEXICO  TRUE

EVENTS & STRATEGIC PARTNERESHIPS

- I am absolutely thrilled to share some exciting updates on the remarkable strides we're making in Ruidoso's sports and entertainment landscape!
- Firstly, our commitment to the XTERRA Triathlons in August 2025 is reaching its pinnacle as we finalize the Memorandum of Understanding (MOU). The dedication and collaboration involved in this process demonstrate the potential to host an exceptional event that will undoubtedly leave a lasting impact on both participants and the community.
- In an exciting turn of events, we've advanced to the final round of decision-making for the prestigious IRONMAN triathlon. Regional Director Judy Stowers is set to visit Ruidoso from March 13 to 15, providing us with a golden opportunity to showcase our proposed racecourse to both village leaders and the broader community. This visit marks a pivotal moment in securing Ruidoso as a prime destination for top-tier triathlon events.
- Simultaneously, our partnership with The Lost Bus movie team is thriving. The collaborative efforts are currently in full swing as we actively scout locations for their upcoming film, "Lost Bus," scheduled to be filmed in Ruidoso around April 2024. This exciting venture not only adds a cinematic touch to our community but also contributes to the growing film industry in the region.
- These achievements signify not just progress but a testament to the collective vision and effort invested in elevating Ruidoso's profile in both sports and entertainment realms. The potential ripple effect on our community's economic and cultural landscape is truly exhilarating.
- Stay tuned for more updates as we navigate these milestones and continue to bring unprecedented experiences to Ruidoso.

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Jan. 5, 2024	Region 9 Head Start	60
Jan. 10-12, 2024	VOR-Active Shooter Training	95
Jan. 12, 2024	Region 9	110
Jan. 18-19, 2024	Marine Recruiting Training	80
Jan. 24, 2024	NM Cotton Growers	55
Jan. 24-26, 2024	NM Hay Association	220
Jan. 26-27, 2024	1 Name 1 Banner	50
Jan. 29-31, 2024	VOR-Competent Person Training	75
Jan. 31, 2024	SERPTO Committee Meeting	40

Upcoming Events

- | | |
|-------------------------------------|----------------------|
| 1. Eastern NM Dental | February 1-3, 2024 |
| 2. Candidate Forum | February 5, 2024 |
| 3. Disaster Recovery Meeting | February 7, 2024 |
| 4. Faith Christian Marriage Retreat | February 8-10, 2024 |
| 5. Warrior Blue & Gold Extravaganza | February 10, 2024 |
| 6. TTU-Health/Science Center | February 9-10, 2024 |
| 7. Pipeline Safety Training | February 14, 2024 |
| 8. Public Candidate Forum | February 15, 2024 |
| 9. Vines in the Pines Wine Fest | February 17-18, 2024 |
| 10. VOR –Safety Training | February 20-22, 2024 |
| 11. Rue Birthday Party | February 24, 2024 |

FINANCE

- Council monthly reports for January (Period 07 FY 2024) will be available by mid-February.

December 2023 Benchmarks:

GRT Revenue up 12.48% from PY (\$1,200,877 increase).

Gasoline Tax Revenue down 5.39% from PY (\$3,518 decrease)

Lodgers' Tax Revenue up 15.83% from PY (\$232,806 increase)

Monthly Council reports are available on the Village website.

- FY 2023, Budget Adjustment Quarter Ending 12/31/23 and the Quarterly report were submitted to DFA on 01/30/24. Awaiting approval.
- Received word from NM DHSEM that they have found the project worksheets for the 2021 Flood. Sub-Grant Agreements are being created for funding. Still waiting for agreements.
- The FY 2023 audit was submitted on 12/15/23. Review comments will be received sometime in March 2024 or earlier. No information concerning the audit can be released until the release letter is obtained.
- In January, the Village received a GRT Distribution of \$3,982,545.70 which is attributable to a correction of food deductions of a local grocer. CRS reports for twenty (20) months were adjusted that resulted in an increase to food deduction of approximately \$57,615,272, yield hold harmless funds of approximately \$2,470,255.
- Outstanding legislative appropriations:
 - Senior Center bathroom remodel (G5328) \$94,000
 - Senior Center addition design (G2019) \$38,300.00
 - Senior Center addition design (G4064) \$13,700
 - Senior Center renovations (H2028) \$276,037.74
 - Grindstone Disc golf course pavilion (G1023-33) \$72,327
 - Eagle Creek Disc golf course bathroom (G1023-32) \$63,923
 - Thinning (E2801) \$70,764.25
 - E911 Dispatch building (G2890) \$2,042,368.70
 - Recreation (H3061) \$500,000.00
 - Police Department equipment (H3062) \$50,000.00
 - Recreation (ZH5053-45) \$1,000,000
 - Affordable Housing (H5043-5) \$3,000,000
 - Grant Match (ZH5050-38) \$465,600

McBride Fire (ZH5051-2) \$2,500,000

- Waiting on reimbursement from the State on the following:

Links Trail \$21,000.80

Moon Mountain \$165,003.49

Public Safety Building \$333,683.83

Grindstone Pavilion \$68,494.94

Utility Billing

- Automated meter transmitters remaining to be changed, input into the Incode billing system, or need activation is 195.
- The Utility Supervisor is coordinating with the Village Clerk to organize utility liens. They are also making sure that the lien ordinance is being followed.

IT

- Windstream has installed new redundancy solutions for key locations. Locations identified currently are Village Hall, Police Department, Fire Station 1, Horton Complex & Convention Center. Testing of all these locations will occur in the first part of February.
- Working with Windstream for the fiber installation at Wingfield house. Fiber is now in the building and waiting for Windstream's network equipment to arrive to complete installation.
- Wireless and network access has been upgraded at the convention center internet access inside and out. Service is available to the public in the building and parking lot.
- Andrew has been setting up new workstations & other office equipment for new village employees and been the hands-on person to assist Systems MD when needed. He is starting administrator training for MS Office 365 for the upgrade planned. This will assist Systems MD when the transition occurs for the upgraded version.

- Quotes for server replacement are being completed with consideration of which programs and software will be run on-site versus which will be cloud based.

Capital Projects

PROJECTS IN CONSTRUCTION

Project	Contractor	Substantial – Final Completion
FEMA - Hazard Mitigation and Stabilization of Sewer Lines	AUI, Inc.	Work is being done at locations 5B and 5C.
Horton Complex - Building Renovations Phase 1	White Sands Construction	Construction in progress.
Horton Complex Site Improvements/Drainage Phase 1	White Sands Construction	Grading ongoing.
Horton Complex Phase 1A	White Sands Construction	Construction in progress.
Eagle Creek Well Field Phase III, Alto Wells 3 & 4	Roper Construction	Construction complete, pending Otero for electrical connection. Completion scheduled for 3/30/24.
River Well Rehabilitation (Wells 1979-S3 & 1979-S13)	KD Huey Company	Construction complete at Well 1979-S13. Well 1979-S3 on hold until after Easter.
Broadband Expansion	Windstream Communications	Construction in progress.
Pinecliff Water System Improvements	J&H Services, Inc.	Construction in progress; completion scheduled for 6/21/24.
Grindstone Emergency Spillway Assessment & Concrete Repairs	Hasse Contracting	Construction in progress. Completion scheduled for 2/9/24.
Tank Restoration Phase I	D&R Tank Company	Construction in progress.
Moon Mountain Trail	Mesa Verde Enterprises	Construction in progress.
Flood Damage Repair at Water Plant No. 1	R. Minnix Construction	Pending NTP
Innsbrook Service Lines Replacement	General Hydronics Utilities	Pending NTP

PROCUREMENT ACTIVITIES:

Purchase Order Summary Report

January: 324 Count	January Value:	\$1,099,504.41
FY24 Issued YTD: 2,647 Count	Total Value:	\$44,045,299.33

ITB #2024-007B RWWTP Fine Screen Replacement

Advertisement for ITB #2024-007B began on 1/12/24. A Pre-Bid conference was held 1/24/24 @10:00 on site. Bids are due on 2/8/24 at 1:00 pm. Award and contract are anticipated to be on the 3/12/24 Council agenda.

RFP #2024-004P On-Call Professional Engineering Services for Water and Sewer System Improvements

Advertisement for RFP #2024-004P began on 1/12/24. No Pre-Proposal conference was held. Proposals are due 2/7/24 at 1:00 pm. Award and contract are anticipated to be on the 03/12/24 Council agenda.

RFP #2024-005P Master Agreement with a Qualified Manufacturer for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units that Range Between 1-3 Bedrooms
Advertisement for RFP #2024-005P began on 1/12/24. A Pre-Bid conference was held on 1/22/24 @ 1:00 pm on site. Bids are due on 2/5/24 at 10:00 am. Award and contract are anticipated to be on the 02/13/24 Council agenda.

FIRE

- ✓ We have moved into Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 39



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE
July 14, 2023 0800

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO LEVEL I RESTRICTIONS

1. **COMMERCIAL FIRE PITS APPROVED FOR USE (IF SPECIFICALLY PERMITTED BY FIRE MARSHAL)**
2. **OUTDOOR COOKING APPROVED ON ALL TYPES OF APPLIANCES, INCLUDING CHARCOAL**
3. **NON-COMMERCIAL FIRE PITS, CAMPFIRE AND/OR FIREWORKS ARE NOT ALLOWED WITHIN THE VILLAGE OF RUIDOSO (UNLESS SPECIFICALLY PERMITTED BY FIRE MARSHAL)**

**CITATIONS WILL BE ISSUED FOR IMPROPERLY DISCARDING CIGARETTES
CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON ANY CHANGES
THANK YOU FOR YOUR COOPERATION**

IF YOU HEAR THE SIRENS, PLEASE TURN YOUR RADIO STATION TO 1490 IMMEDIATELY FOR FURTHER INSTRUCTIONS


Joe Kasuboski
Fire Chief
Ruidoso Fire Department

- ✓ There were 187 calls ran from December 1, 2023 – December 31, 2023. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.
- ✓ Chief attended several Winter weather briefing meeting

- ✓ Chief attended Village Council meeting 1/9
- ✓ Chief attended active shooter training 1/10
- ✓ Fire staff attended Active Shooter training 1/10-1/12
- ✓ Chief attended Directors meeting 1/11
- ✓ Fire Fighter testing conducted 1/17
- ✓ Chief attended Capital Projects meeting 1/18
- ✓ Chief conducted Captains meeting 1/19
- ✓ Fire staff conducted fire extinguisher training for OFCU 1/23
- ✓ Chief conducted department meeting 1/25
- ✓ Chief conducted weekly meeting with EM 1/12, 1/19
- ✓ Chief participated in strategic planning 1/30-1/31
- ✓ Chief met with Apple Movie Production 1/31

Emergency Management:

- OEM conducted the monthly IPAWS test on 1/1.
- OEM met with FEMA and DHSEM for McBride Recovery PA projects on 1/2, 1/12, 1/26.
- OEM met with the Village Human Services division on 1/2.
- OEM attended the weekly NWS weather briefing on 1/2, 1/8, 1/15, 1/22, 1/29.
- OEM conducted an AAR for the January 2nd communication blackout on 1/3.
- OEM attended the statewide coordination briefing on 1/3, 1/10, 1/17, 1/24, and 1/31.
- OEM attended the Capital Projects meetings on 1/4.
- OEM worked with various departments/agencies during the winter weather event on 1/6.

- OEM set up an overnight warming center on 1/7 and 1/8. (VOR was the only Government entity to set up a warming center in the state during this winter weather event)
- OEM attended and gave a presentation to the council on the Lincoln County Hazard Mitigation Plan on 1/9.
- OEM attended the Area 1 Emergency Management Coordination Group meeting in Roswell on 1/10.
- OEM attended the Directors meeting on 1/11.
- OEM met with VOR management and the Fire Department and gave updates on 1/12, 1/19.
- OEM attended the State VOAD meeting on 1/11.
- OEM met with the VOR legal team on the McBride Fire on 1/16.
- OEM attended and assisted with the RFD firefighter testing on 1/17.
- OEM attended the Region 3 Health Care Coalition Meeting on 1/18.
- OEM attended the 2008 Bridge Biweekly meeting on 1/18.
- OEM met with Annex X (Debris Management) partners to discuss the plan on 1/19.
- OEM attended the RFD special events committee on 1/26.
- OEM attended the FEMA Region 6 Colder Weather Summit on 1/26.
- OEM attended and gave a report on the Tactical Plans for OEM on 1/31.
- OEM worked on the SBRA Emergency Plan throughout the month.
- OEM worked on the VOR Emergency Operations Plan throughout the month.
- OEM worked on McBride Fire Recovery PA Projects throughout the month.
- OEM worked on the Outdoor Warning Sirens throughout the month.
- OEM responded to the Winter Weather Event by providing a warming center and resource coordination for internal department at the beginning of the month.
- OEM responded to the January 2nd Communication Blackout.

Fire Marshal:

- ❖ AC conducted fire inspections and reinspection's 1/3, 1/5, 1/10, 1/11, 1/18, 1/19, 1/24, 1/26, 1/30
- ❖ AC conducted fire pit inspections 1/23, 1/24, 1/25
- ❖ AC attended the Winter Weather Coordination Meeting 1/06, 1/07, 1/08, 1/09
- ❖ AC attended and assisted with Firefighter Testing 1/17
- ❖ AC attended a Captain Meeting 1/19
- ❖ AC completed the NREMT Exam in Roswell 1/22
- ❖ AC attended the NM Fire Marshal's Association Meeting 1/24
- ❖ AC attended the fire department staff meeting 1/26
- ❖ AC attended the Employee Committee Meeting 1/29
- ❖ AC attended the State of the Village meeting 1/29
- ❖ AC attended the Village Strategic Planning 1/31

FORESTRY


Forestry Current Activities Report	Fiscal Year	This Period
Item:	23-24	1/2/24 - 2/1/24
Hazard Tree Removal:		
Private Property	131	26
Village Property	66	13
Public Service Visits, Insects/Disease/Misc.	48	4
Permits issued for Tree Removal (20" plus)	6	
Private Property Compliance:		
Initial	401	31
Final	539	65
Acres Completed	337.388	37.575
New Construction:		
Initial Inspection and Fire Hazard Rating	33	3
Final Inspection and Approval	6	
New Construction Permitting Fees:		
Forestry	\$2,400.00	\$400.00
Solid Waste	\$3,997.50	
Village Property Treated:		
acres completed for thinning projects		
New projects that have been advertised:		
48.5 acre Moon Mountain Fuelbreak		
Airport Fence Thinning		
Alto Lakes #2 for 25.6 acres		

- The contract for thinning 10 ft either side of the chain-link fence around the airport has been awarded to A&J Yard Work and the contractor began working on 2-1-2024.
- The paperwork for the Moon Mountain Fuel Break has been approved by the State Lands Office and the Village has received the Notice to Proceed and the Purchase Order for the project. The project has been advertised and awarded to Wilson Thinning. We are negotiating a start date and will issue a Notice to Proceed to Mr. Willson. He has some work he is completing prior to his starting this project and the start date is somewhat dependent on the Weather. The project must be completed by June 30, 2024.
- The Department has 4 trial dates in February for court cases involving compliance with the 42-80 fuels management Ordinance.

- The first meeting of the Greater Ruidoso Wildland Urban Interface group is scheduled for 9 am on February 6 at the Convention Center.
- We have a meeting with the thinning contractors on our list scheduled for 5 pm on February 8 in the Village Council Chambers. The purpose of the meeting is to increase effectiveness of the Village Thinning program.
- The Department has 88 cases that have been referred to court that have not been resolved, however, many of them are being worked on and have completion dates set by the Judge.

HUMAN RESOURCES

- **Hiring-** The VOR is currently hiring for several positions throughout Village Departments. We are advertising on the NMML website, Government Jobs, Workforce Connection, Facebook, and through 1490 AM The Mountain. Some positions are also being advertised through Strategic Government Resources and Zip Recruiter.
 - **Employee Committee-** In January, the Committee will be working with committee members and Directors to determine if members will continue for another term or if another Department employee will replace them. Also, the committee will be taking nominations and voting for all officer positions for the upcoming 2024 year.
- Safety Program –** In February 2024 we will be hosting Flagger Training for the public works staff. The trainer is contracted through the NMML and will hold training on February 20, 21, and 22. Defensive Driving will also be offered in February. Once a date is secured, we will notify the staff. There are several upcoming training courses on the 2024 calendar for Village employees to attend safety training. The Safety Training Calendar is posted on the Health and Safety page of the VOR website.

	Vacancies	Closing Date	Status
911 Dispatcher	7	Continuous	Accepting Applications
Certified/Non-Certified Patrol Officer	3	Continuous	Accepting Applications
Animal Control/Code Enforcement	1	Continuous	Accepting Applications
Assistant Finance Director	1	Continuous	Accepting Applications
Purchasing Agent	1	Continuous	Accepting Applications
Custodian	1	Continuous	Accepting Applications
Heavy Equipment Operator	3	Continuous	Accepting Applications
Parks Maintenance Worker	1	Continuous	Accepting Applications
Firefighter	4	Continuous	Accepting Applications
Water Distribution Maintenance	2	Continuous	Accepting Applications
Solid Waste Operator Driver	1	Continuous	Accepting Applications
Street Maintenance Tech	1	Continuous	Accepting Applications
Water Plant Operator IV	1	Continuous	Accepting Applications

New Employees:

Employee	Department/Position	DOH
Chris Camacho	Recreation Supervisor	1/22/2024
Donald Galicia	Non-Certified Patrol Officer	1/22/2024
Sergio Villalpando	Recreation Leader/Admin Assistant	1/29/2024
Brandon Balderama	Parks and Recreation Maintenance Technician	1/29/2024

Terms/Resignations

Frank Candelaria	Water Compliance Operator	DOT 2/10/2024
Tracy Downs	Library Assistant	DOT 1/21/2024
Carol Kirkpatrick	Purchasing Agent	DOT 1/29/2024
Derek Nail	Parks and Recreation Technician	DOT 2/10/2024

Hires in background pending start date:

Eric Grinnell	Maintenance Technician Water Distribution	
Daniel Apodaca	Solid Waste Heavy Equipment Operator	
Roger Garcia	Street Maintenance Technician	
Chris Meliniotis	Firefighter	
Jonathan Thomas	Firefighter	
Pablo Best	Police Officer	
Matthew Amezcuita	Police Officer- Non-Certified	
Monique Blackmon	Police Officer- Non-Certified	

Status changes in employment:

Employee	Position	Transfer/Promotion
Alex Salas	Street Maintenance Technician	Transfer
Nicholas Gonzales	Heavy Equipment Operator	Promotion

Upcoming Retirements

Employee	Position	Effective Date
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LIBRARY**General Information:**

- Library Manager attended January Council Meeting.
- The Library Manager attended the Directors' Meetings in January.
- The Library Manager attended weekly team huddles with Community Service Team.
- The Library Manager completed CPM 153, Conflict Resolutions through NM Edge.
- The Library Manager has signed up to take the CPO first renewal course on February 20, 2024.
- The Youths Services Librarian, Library Supervisor and Manager met to begin the

planning for our Day of the Book, Day of the Child Celebration on April 27, 2024 at Wingfield Park.

- The Youth Services Librarian met with the Library Manager to begin planning the Summer Reading Program.
- The Library Manager attended the quarterly meeting of the Special Interest Group (SIG) for the Public Library Directors in New Mexico. Our next meeting will be March 25, 2024.
- The Library Manager and Supervisor Attended the Village Council Strategic Planning and presented our Tactical Plans.
- We will be conducting interviews for a Library Assistant the first full week of February.
- Strategic Planning with the Ruidoso Public Library Board, Library Manager and Deputy Manager will be conducted on February 21, 2024.
- Ruidoso Public Library Advisory Board meets next on March 6, 2024, at 11:30 am in the Library Conference Room.
- Friends of the Library Board next meeting will be March 5, 2024, in the Library Conference Room at 4 pm.
- Library Supervisor continues to help input records into Past Perfect Software for the Wingfield Museum and Heritage Center.
- Library staff attended Active Shooter Training at the Convention Center.
- Library staff have been working on various displays both upstairs and downstairs. These displays draw attention to materials as well as educate our patrons on various subjects.
- Library Staff have been attending the Friday weekly safety meetings at Village Hall.

Adult Services:

- The Ruidoso Writers Group meets every two weeks on Tuesday afternoons. There has been an average of 6 attendees per meeting.
- We had two displays for Adult Services in January, one on Financial Wellness and the other was for National Hobby Month.
- February Displays will be for Black History Month and Book Lovers Month.

Youth Services:

- Youth Services planned and executed 5 children's programs, 1 teen program, 1 elementary program and 1 outreach program.
- Youth Services have created some new seasonal and celebrational displays.

On-Going Projects:

- Continuing to catalog and process adult and youth materials for placement on

new shelf.

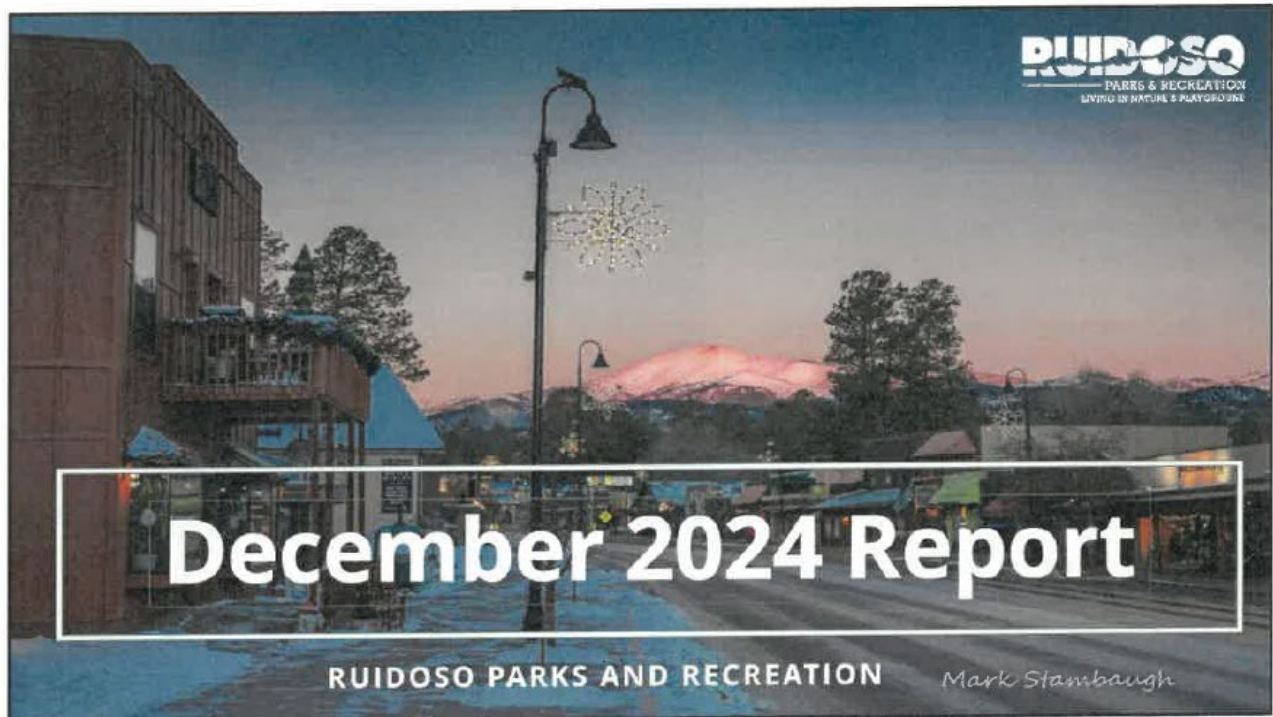
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Inventory of all library materials will be scheduled and begin in February 2024.
- Collection Development.

Statistics:

- Library material checkouts were 3,068 and check ins were 2,653.
- Visitors for January were a total of 8,226 visits.
- We issued a total of 63 new cards and updated 152 cards.
- Overdrive e-book checkouts were approximately 1,147 for January. We had approximately 13 new users. There were 348 holds for e-audios and 228 holds for e-books and we had 69 holds on print materials.
- Reference questions totaled 1,826.
- Computer users totaled 235 in January.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 211 times by 45 unique users.
- We added 159 material items in January.
- We had 16 Interlibrary Loan requests and 16 books have been received.
- We had the Writer's Group Meet two times and had a total of 16 attendees.
- Youth Services had 5 Preschool Story Times with 173 attendees, 1 elementary program with 29 attendees, 1 tween/teen program with 6 attendees, 1 outreach program to Region 9 with 17 attendees and 1 passive program with 15 participants.
- There were 857 external catalog searches, 1,599 internal searches by 189 unique users.
- Niche Academy tutorials were used 12 times, Mango Languages 2 times and Pebble Go/Next 12 times.
- There were approximately 11,439 actions performed in our Biblionix Integrated Library Software in January.

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2023-2024														
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECK OUTS/INS														
Adult Books		1,506	1,462	1,204	1,119	959	1,062	1,287						
Juvenile Books		1,683	1,698	1,023	1,110	1,133	1,259	1,274						
Adult Media		399	476	362	289	355	307	334						
Juvenile Media		190	234	134	109	70	116	159						
Library Use		6	22	9	13	16	20	12						
Paperbacks		74	57	10	44	55	70	60						
Check Ins		3,704	3,585	2,453	2772	2381	2473	2653						
Total Books & Media		7,562	7,534	5,195	5,456	4,969	5,307	5,779	0	0	0	0	0	0
Tumble books		10	2	10	15	90	4	27						
Overdrive		1,259	1,206	1092	1153	1029	936	1145						
Total E Collection		1269	1208	1102	1168	1119	940	1172	0	0	0	0	0	0
Total Circulation		8,831	8,742	6,297	6,624	6,088	6,247	6,951	0	0	0	0	0	0
CIRCULATION OPERATION														
Days Open		25	27	25	25	22	24	25						
Hours Open		180	200	180	184	64	172	184						
Reference		1,376	858	600	953	1125	1191	1826						
New Cards		67	86	66	44	53	31	63						
Patron Updates		202	137	158	103	115	111	152						
Tours		0	0	0	0	84	0							
Library Conference Rm		41	40	52	28	46	23	28						
Archive Room		11	22	10	11	15	9	1						
Gate Count		7,352	6957	5766	5900	4725	5279	5947						
Total Patron Visits		9,254	8,327	6,857	7,248	6,249	6,840	8,226	0	0	0	0	0	0
ILL Requests		5	23	12	14	19	20	16						
ILL Borrowed Items		5	23	12	14	19	20	16						
COLLECTION														
New Books Added		93	122	128	125	83	130	138						
Audiobooks Added		1	6	4	6	2	1	7						
DVDs Added		12	57	29	4	18	14	11						
Total Items Added		106	185	161	135	103	145	156	0	0	0	0	0	0
Items Discarded		71	24	215	84	70	22	17						
PROGRAMMING														
Children's Programs		7	0	11	10	6	5	8						
Children's Attendance		249	0	133	120	146	130	235						
Teen Programs		0	0	1	3	1	1	1						
Teen Attendance		0	0	7	14	4	8	6						
Adult Programs		6	1	2	3	2	2	2						
Adult Attendance		145	90	11	15	13	10	10						
TECHNOLOGY USAGE														
Public Computers		286	386	300	244	140	140	235						
WI-FI		0	0	0	0	0	0	0						
COMMUNITY OUTREACH														
Volunteer Hrs (Adult)		130	172.5	148.25	160	195	128	123						
Volunteer Hrs (Teen)		20	0	8	24	0	0	6						
Total Volunteer Hrs		150	172.5	156.25	184	5	128	129	0	0	0	0	0	0
ONLINE RESOURCES														
Brainfuse/Help Now		0	0	0	0	0	0	0						
Brainfuse/Job Now		0	0	0	0	0	0	0						
Ancestry		12	0	0	0	0	0	0						
Mango Languages		11	9	5	22	12	2	2						
Pebble Go/PebbleGoNext		0	1	0	0	1	0	12						
Niche Academy		31	1	2	6	5	9	12						

PARKS AND RECREATION



1

Ruidoso Schools MOU

MAINTENANCE AND FINANCES

- Staff cleaned Parks and Restrooms, (33-man hours White Mtn.) \$924.00 personnel.
- Staff worked on the High School baseball & softball fields, 56-man hours. \$336.00 Personnel.

Total Supplies	\$3,150.00
Water –December	
Gavilan Water Bill	\$456.08
White Mountain Water Bill	\$140.02
White Mountain Electric Bill-November	\$336.27
Personnel	\$1,568.00

\$5,650.37

89 TOTAL HOURS

Photo Courtesy Mark Stambaugh

RUIDOSO
PARKS & RECREATION

2

Parks and Facilities PROJECTS BY NUMBERS

- Staff cleaned parks, maintenance and buildings. 1464-man hours.
- Staff picked up trash on medians, parks, and free parkings, and cleaned graffiti, 64-man hours.
- Staff removed Christmas decorations in parks, and buildings, 224-man hours.
- Staff removed the Ice-Skating Rink, 64-man hours.
- Staff removed snow and plowed, 264-man hours.
- Staff manned the warming station at the Community Center, 15-man hours.



Photo Courtesy Mark Stambaugh

2005

TOTAL HOURS

3

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee was dark in the month of January.
- Keep Ruidoso Beautiful and the Parks Department picked up trash and eradicated graffiti, 64-man hours.
- Keep Ruidoso Beautiful worked on barrel trash bins for Midtown area, 48-man hours.
- Keep Ruidoso Beautiful built an Adirondak Chair for Photo ops, installed at Country Club lot, 36-man hours.



Photo Courtesy Mark Stambaugh

4

Public Pool Update

- Pest control / mouse traps were set on several locations within inside and outside of the property. Next treatment will be within the first week of February 2024.
- All facility doors / pump room doors were sealed with panels on the inside.
- Pool pumps, impellers and the chlorinator maintenance was completed and drained to winterize.
- The Pool roof seams were taped and the roof was sealed including around the slide structure posts.
- The Climbing wall needs to be taken down for the 2024 season repairs & start up.
- Slide structure repairs need to be scheduled. Structural lumber for the repairs need to be purchased.
- Weekly check on windows, doors, bathrooms and heaters.



5

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- We began our little league basketball program on January 22nd with our final day scheduled for March 9th We have participants ranging from grades 5 to 8 with teams operating with coed players.
 - 114 registered players
 - 2 divisions
 - 13 teams
 - 19 referees
- Start Smart Basketball has 25 kids registered for the parent participation Sunday class.
- We closed the Ice-Skating Rink on Jan 15th after a very busy season.
- Spring Soccer signups are underway.



6

Community Center

STAFF AND UPDATES

- The Ruidoso Community Center has been moving along fast paced with many fitness classes, social clubs, games, lunches, breakfasts, local meetings, private rentals, and many more items to keep our locals and tourists active. Since January 2023 the center has signed up 205 people into the center to attend their choice of sessions, enjoy the delicious meals, play games, or utilize equipment in the center. The offerings that the center provides proves to be a huge asset to everyone in the community.
- The Ruidoso Community Center will be adding a "lite" breakfast to its weekly schedule for anyone that wants to attend. The breakfast will be served on Tuesdays & Thursdays from 9:30am to 10:30am. The cost for the meal is \$1 and will include scrambled eggs, oven roasted potatoes, toast, and coffee.
- The Community Center is now taking appointments for AARP Tax Assistance. Appointments will be available for Thursday and Friday afternoons. Assistance will be for new and returning customers. It was anticipated that a Saturday service would be added but tax preparation was short on Volunteers for the year. Tax Aid will be held from February 2024 through mid-April 2024.
- The Ruidoso Community Center will be hosting a new Community Dance project on Sundays from 2:00pm to 4:30pm. The cost per class will be a \$1 donation per person attending. The classes are for all types of levels and will include many different types of instruction. All ages and beginners are welcome. For more information contact the Community Center.
- The center has hired and trained a new custodian who came on board in January 2024. She has been an outstanding asset to the center while providing the necessary cleanliness for the constant activity throughout the center. There have been many compliments about her performance from the public.



Table Tennis 4 Days Per Week

4

Staff Members

3

Weekly Activities



7

Community Center

Retired and Senior Volunteer Program

- The Village of Ruidoso RSVP Program continues to grow each month with so many amazing volunteers that love to be here to help and serve the community.
- For the month of January: The RSVP Program had started it's annual Martin Luther King Jr. Day of Service Project Coat Drive here in the Village of Ruidoso on October 1, 2023, and it continued through January 15, 2024 (MLK Day). RSVP Staff collaborates with Evergreen Cleaners, and Christian Services of Lincoln County. There were 6 drop off locations through-out Lincoln County for new and gently used coats, hoodies, hats, scarfs and gloves for men, woman and children of all sizes. Bins were located at Walgreens, Albertsons, Club Gas, Horton Gymnasium, Ruidoso Community Center, and Capitan Public Library. Items received were all dropped off at Evergreen Cleaners where they were kindly cleaned for the benefit. Items were then dropped off at Christian Services of Lincoln County to be given out to those in need during the cold months. This event is always very successful every year to the local community.
- The Retired and Senior Volunteer Program would like to highlight those volunteers that served the most hours in 2023. Carol Psencik, who volunteers at the Capitan Public Library, completed 785 hours during 2023. Barbara Stewart, who also volunteers her time at the Capitan Public Library, served 706 hours in 2023. Josephine Neeley served 668 hours while teaching her skills in line dancing at the Ruidoso Downs Senior Center. The volunteer station with the most volunteer hours was the Capitan Public Library with 5,821 hours in 2023.
- RSVP volunteers served 23,435 50 hours in 2023, which provided a savings to the community in the amount of \$631,586. Volunteers that contribute to the RSVP Program and in our community dedicate their hard work without hesitation. The knowledge that volunteers share is amazing and extreme to the existence of many organizations in the community: RSVP Staff, the Village of Ruidoso, and the local community are beyond grateful for each and every one of these volunteers. ☺
- Cheers to the New Year!!



27

Volunteers

0

2,1

Volunteer Hours

79



8

POLICE DEPARTMENT

Dispatch all calls for service

Total Calls for Service- 1555

Total Positions Available-13

Total Positions Vacant- 6

Positions Hired this month- 0 – 3 Scheduled for Interviews

Total Applications this month – 4

Patrol Division calls for service

Total Calls for Service- 830

Total Arrests made- 17

Total Citations Issued- 154

Total Reports taken- 67

Special Operations Conducted-

Total Positions Available- 20

Total Position Vacant- 4 – 4 Applicants - 2 in Background

Positions Hired this month- 0

ACO/Code Enforcement calls for service

Total Calls for Service- 173

Citations Issued- 0

Special Operations Conducted- 0

Reports Taken- 2

Total Positions Available- 4

Total Position Vacant- 1

Positions Hired this month- 0

Criminal Investigations Division

Total Calls for Service- 4

New Cases Received- 2

Pending Cases- 26

Total Positions Available- 3

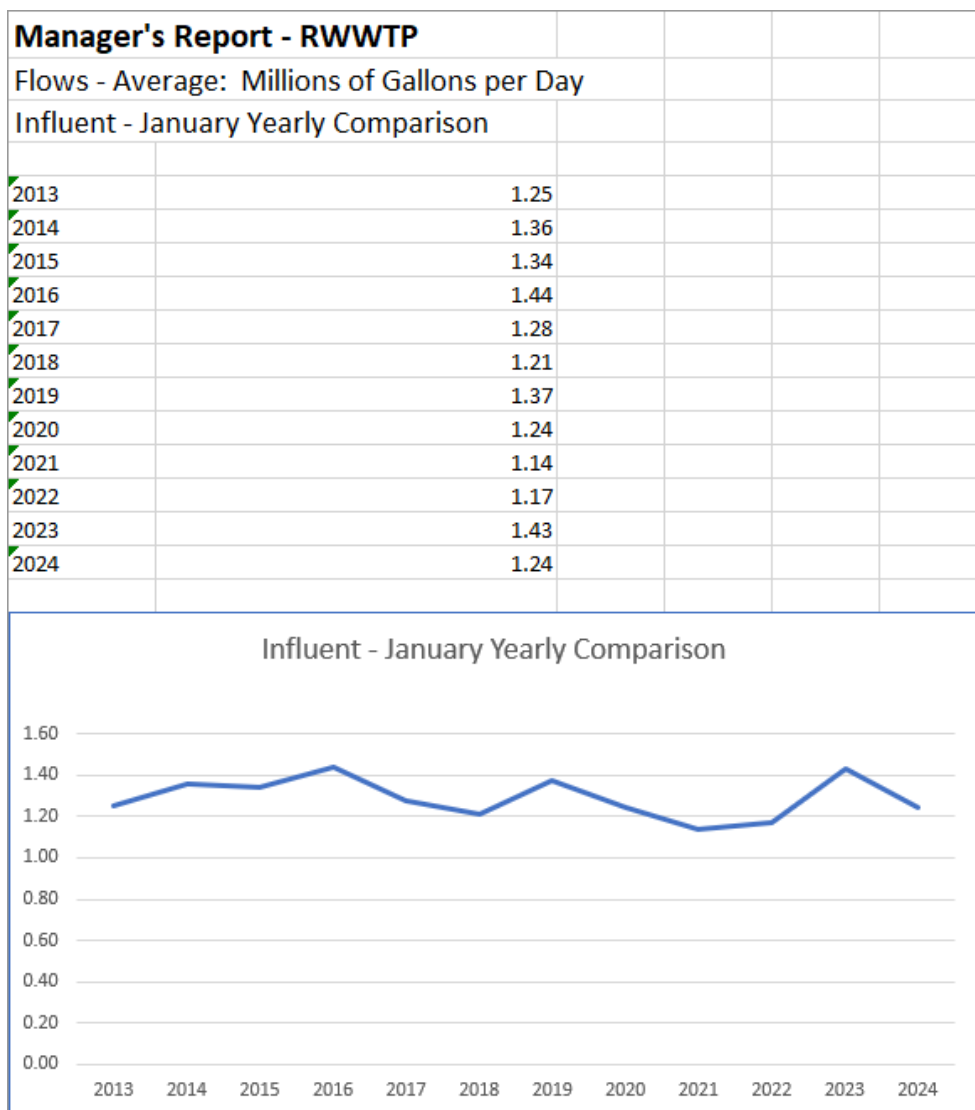
Position Vacant- 1

Positions Hired this month- 0

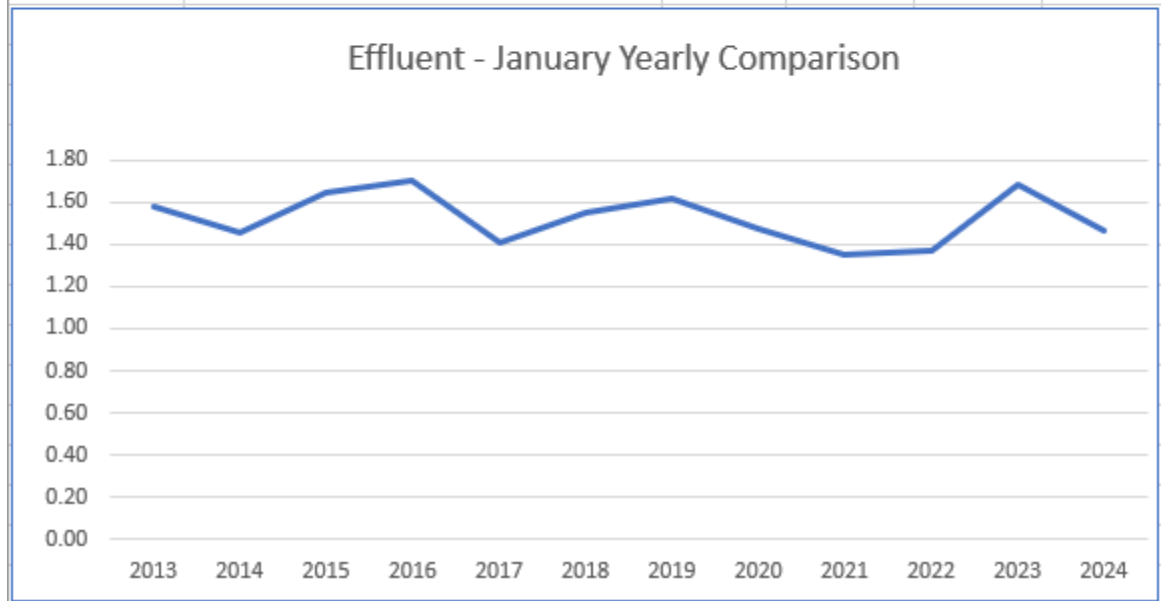
RWWTP

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY										
MONTHLY RECORD FOR INFLUENT AND EFFLUENT										
<u>DATE</u>	<u>DAY</u>	<u>FLOW</u>	<u>TEMP.</u>	<u>pH</u>	<u>T.S.S.</u>	<u>BOD5</u>	<u>E. COLI</u>	<u>TRC ug/L</u>	<u>INF. T.S.S.</u>	<u>INF. BOD5</u>
01/01/24	Mon	1.80	14.7	7.05				N/A		
01/02/24	Tues	1.76	14.5	7.07			9.0	N/A		
01/03/24	Wed	1.70	14.2	7.24	0.75	1.97		N/A	270.0	244.3
01/04/24	Thu	1.58	14.2	7.25				N/A	VSS 252.7	pH 7.37
01/05/24	Fri	1.53	14.1	7.20				N/A	VOL.93.6%	TEMP. 9.0
01/06/24	Sat	1.55	14.2	7.09	0.75	1.97	9.0	N/A	99.7	99.2
01/07/24	Sun	1.59	14.2	7.26				N/A	%removal	%removal
01/08/24	Mon	1.51	13.9	6.93				N/A		
01/09/24	Tues	1.34	13.7	6.91				N/A		
01/10/24	Wed	1.34	13.6	7.23				N/A		
01/11/24	Thu	1.39	13.3	7.25				2		
01/12/24	Fri	1.38	13.1	7.19				N/A		
01/13/24	Sat	1.44	13.2	7.33				N/A		
01/14/24	Sun	1.58	13.4	7.07				N/A		
01/15/24	Mon	1.59	13.8	7.08				N/A		
01/16/24	Tues	1.41	13.6	7.28			<1.0	N/A		
01/17/24	Wed	1.33	13.5	7.47	1.70	1.87		N/A	226.6	220.8
01/18/24	Thu	1.30	13.7	7.36				N/A	VSS 198.4	pH 7.38
01/19/24	Fri	1.27	13.6	7.09				N/A	VOL.87.6%	TEMP. 6.7
01/20/24	Sat	1.41	13.5	7.29	1.70	1.87	<1.0	N/A	99.2	99.2
01/21/24	Sun	1.51	13.5	7.05				N/A	%removal	%removal
01/22/24	Mon	1.51	13.6	7.14				N/A		
01/23/24	Tues	1.39	13.7	7.34				N/A		
01/24/24	Wed	1.32	13.4	7.20				N/A		
01/25/24	Thu	1.26	13.3	7.40				N/A		
01/26/24	Fri	1.35	13.5	7.49				N/A		
01/27/24	Sat	1.40	13.3	7.08				N/A		
01/28/24	Sun	1.58	13.1	7.09				N/A		
01/29/24	Mon	1.47	13.6	7.06				N/A		
01/30/24	Tues	1.27	13.5	7.43			2.5	N/A		
01/31/24	Wed	1.25	13.8	7.52	1.33	1.26		N/A	275.5	279.8
									VSS 242.2	pH 7.26
									VOL.87.9%	TEMP. 7.8
					1.33	1.26	2.5		99.5	99.5
									%removal	%removal
MONTHLY AVG.		1.46			1.26	1.70	3.83			

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY					
MONTHLY RECORD FOR FOG RESULTS					
FOG RESULTS					
Mescalero, New Mexico					
Collection Date		N-Hexane Extractable		Location	
1/10/2024		42.8		IMG - Carrizo Canyon	
1/10/2024		45.3		Palmer Loop Manhole, Mescalero	
FOG RESULTS					
Ruidoso, New Mexico					
Collection Date		N-Hexane Extractable Material		Location	
1/10/2024		47.1		Metering Station	
FOG RESULTS (RWWTP - INFLUENT)					
Ruidoso Downs, New Mexico					
Collection Date		N-Hexane Extractable		Location	
1/10/2024		30.9		Wastewater Treatment Plant	



Manager's Report - RWWTP					
Flows - Average: Millions of Gallons per Day					
Effluent - January Yearly Comparison					
2013	1.58				
2014	1.45				
2015	1.64				
2016	1.70				
2017	1.41				
2018	1.55				
2019	1.62				
2020	1.47				
2021	1.35				
2022	1.37				
2023	1.68				
2024	1.46				

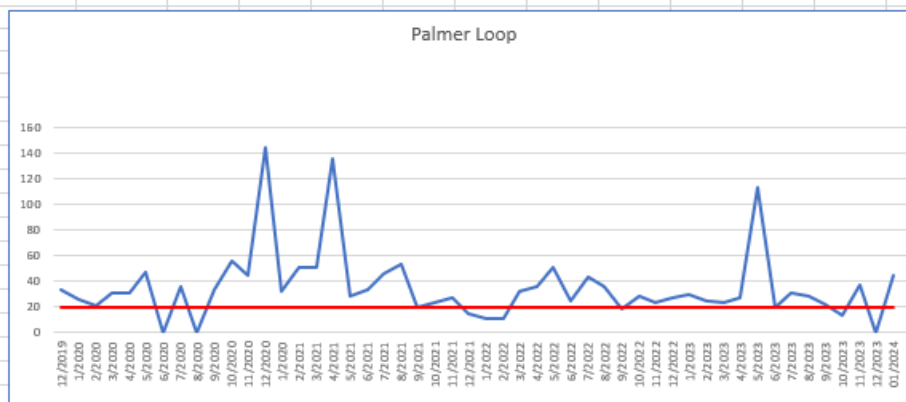


Manager's Report - RWWTP

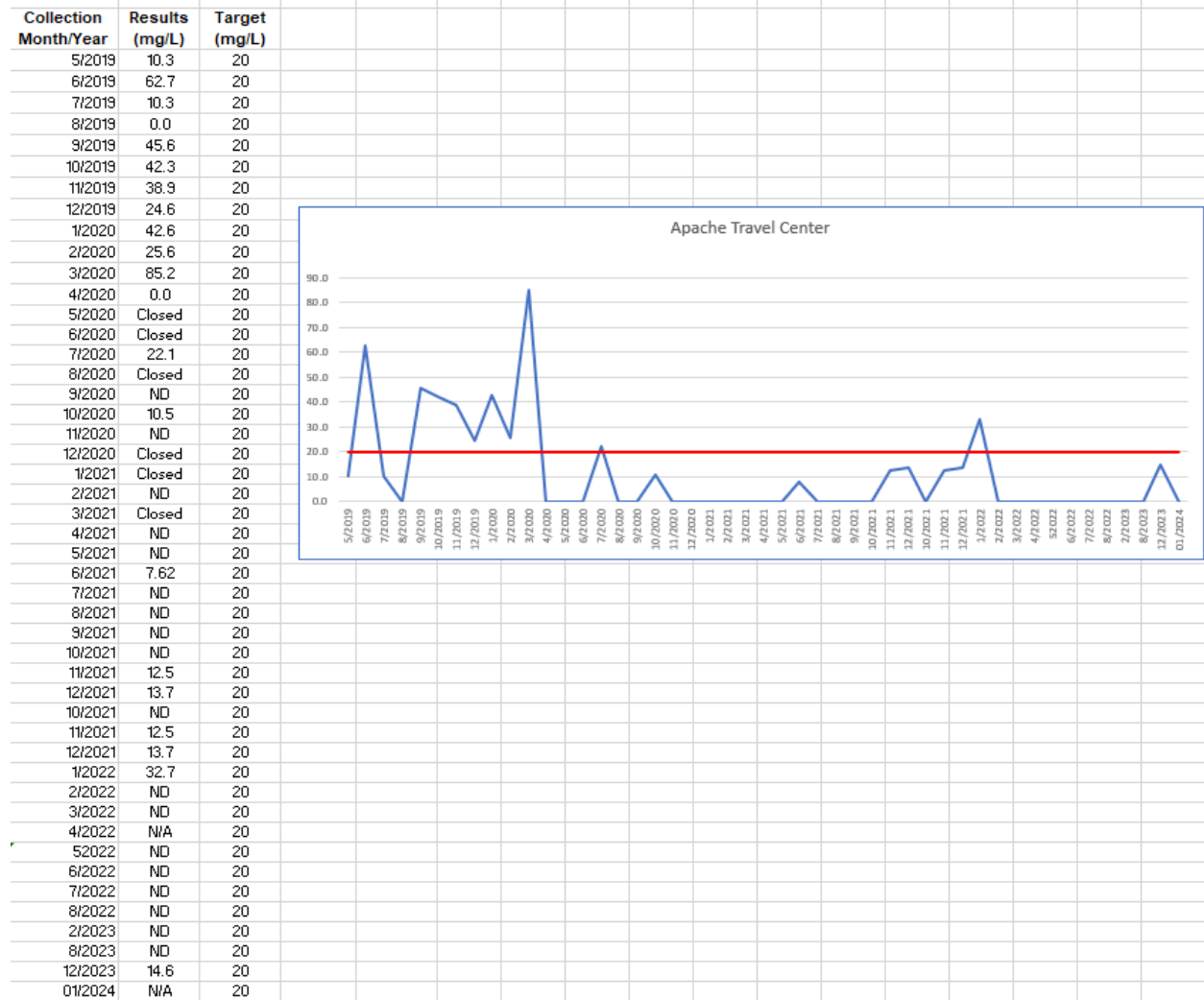
FOG Results - Palmer Loop

January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
12/2019	33.4	20
1/2020	26.7	20
2/2020	20.8	20
3/2020	31.4	20
4/2020	31.3	20
5/2020	47.9	20
6/2020	N/A	20
7/2020	35.6	20
8/2020	Closed	20
9/2020	33.8	20
10/2020	55.7	20
11/2020	44.9	20
12/2020	145.0	20
1/2021	32.1	20
2/2021	51.7	20
3/2021	50.6	20
4/2021	136.0	20
5/2021	28.2	20
6/2021	33.8	20
7/2021	46.4	20
8/2021	54.2	20
9/2021	19.7	20
10/2021	23.3	20
11/2021	27.4	20
12/2021	14.7	20
1/2022	10.9	20
2/2022	10.6	20
3/2022	32.0	20
4/2022	35.7	20
5/2022	50.9	20
6/2022	25.4	20
7/2022	43.1	20
8/2022	35.8	20
9/2022	19.2	20
10/2022	28.5	20
11/2022	23.7	20
12/2022	27.7	20
1/2023	30.1	20
2/2023	24.7	20
3/2023	24.2	20
4/2023	27.4	20
5/2023	114.0	20
6/2023	20.3	20
7/2023	31.7	20
8/2023	28.1	20
9/2023	22.1	20
10/2023	13.2	20
11/2023	37.1	20
12/2023	N/A	20
01/2024	45.3	20



Manager's Report - RWWTP
FOG Results - Apache Travel Center
January 2024

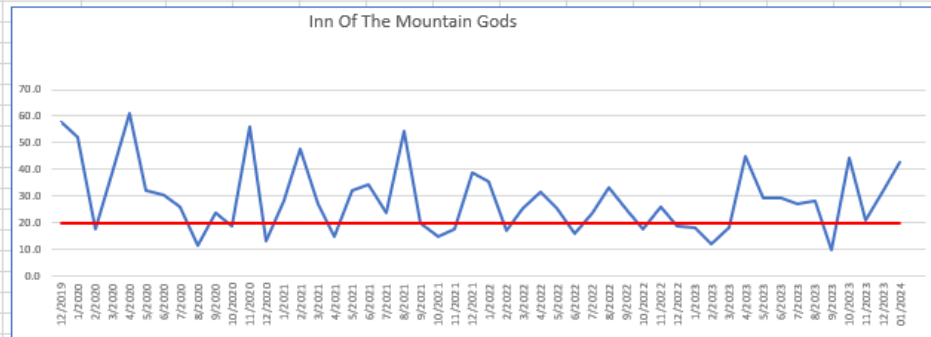


Manager's Report - RWWTP

FOG Results - Inn of The Mountain Gods (IMG)

January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
12/2019	57.6	20
1/2020	52.4	20
2/2020	17.7	20
3/2020	38.2	20
4/2020	61.2	20
5/2020	32.2	20
6/2020	30.2	20
7/2020	25.9	20
8/2020	11.1	20
9/2020	23.6	20
10/2020	18.6	20
11/2020	56.3	20
12/2020	12.9	20
1/2021	27.9	20
2/2021	47.8	20
3/2021	27.0	20
4/2021	14.6	20
5/2021	32.0	20
6/2021	34.5	20
7/2021	23.5	20
8/2021	54.2	20
9/2021	20.0	20
10/2021	14.9	20
11/2021	17.4	20
12/2021	39.0	20
1/2022	35.5	20
2/2022	17.2	20
3/2022	25.3	20
4/2022	31.7	20
5/2022	25.3	20
6/2022	15.7	20
7/2022	23.6	20
8/2022	32.9	20
9/2022	24.9	20
10/2022	17.5	20
11/2022	25.7	20
12/2022	18.7	20
1/2023	18.1	20
2/2023	11.8	20
3/2023	18.0	20
4/2023	45.1	20
5/2023	29.5	20
6/2023	29.5	20
7/2023	27.2	20
8/2023	28.0	20
9/2023	9.44	20
10/2023	44.5	20
11/2023	21.1	20
12/2023	31.9	20
01/2024	42.8	20

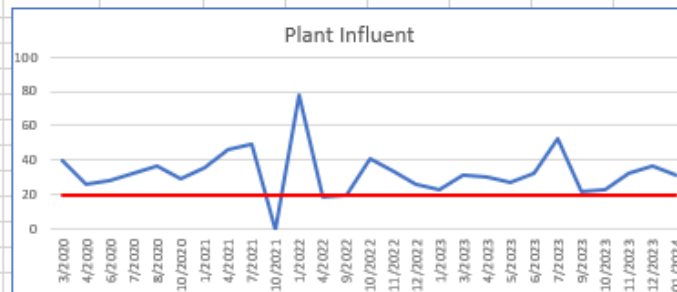


Manager's Report - RWWTP

FOG Results - Plant Influent

January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
3/2020	40.2	20
4/2020	25.6	20
6/2020	28.6	20
7/2020	32.5	20
8/2020	37.1	20
10/2020	29.1	20
1/2021	35.7	20
4/2021	46.4	20
7/2021	49.0	20
10/2021	ND	20
1/2022	77.9	20
4/2022	18.2	20
9/2022	19.4	20
10/2022	41.3	20
11/2022	33.3	20
12/2022	25.6	20
1/2023	23.1	20
3/2023	31.2	20
4/2023	30.7	20
5/2023	26.8	20
6/2023	32.8	20
7/2023	52.0	20
9/2023	21.8	20
10/2023	22.5	20
11/2023	31.9	20
12/2023	36.8	20
01/2024	30.9	20

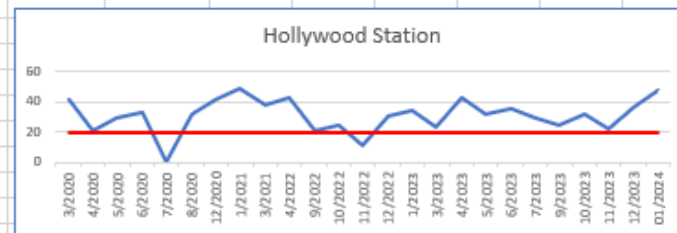


Manager's Report - RWWTP

FOG Results - Hollywood Station

January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
3/2020	40.7	20
4/2020	20.3	20
5/2020	28.6	20
6/2020	33.2	20
7/2020	N/A	20
8/2020	31.9	20
12/2020	40.8	20
1/2021	48.0	20
3/2021	38.0	20
4/2022	42.9	20
9/2022	20.5	20
10/2022	24.0	20
11/2022	11.5	20
12/2022	30.8	20
1/2023	34.5	20
3/2023	22.5	20
4/2023	41.9	20
5/2023	31.6	20
6/2023	34.8	20
7/2023	29.0	20
9/2023	24.5	20
10/2023	31.3	20
11/2023	21.6	20
12/2023	36.7	20
01/2024	47.1	20

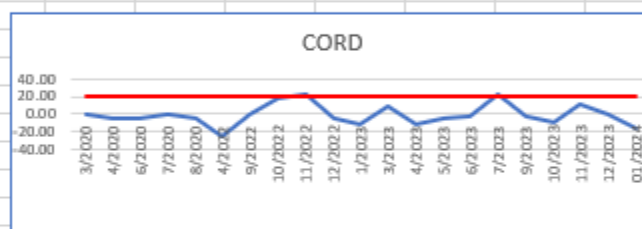


Manager's Report - RWWTP

FOG Results - CORD

January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)	
3/2020	-0.50	20	40.2-40.7
4/2020	-5.30	20	20.3-25.6
6/2020	-4.60	20	28.6-33.2
7/2020	N/A	20	32.5
8/2020	-5.20	20	37.1-31.9
4/2022	-24.7	20	18.2-42.9
9/2022	-1.10	20	19.4-20.5
10/2022	17.3	20	41.3-24.0
11/2022	21.8	20	33.3-11.5
12/2022	-5.20	20	25.6-30.8
1/2023	-11.4	20	23.1-34.5
3/2023	8.70	20	31.2-22.5
4/2023	-11.2	20	30.7-41.9
5/2023	-4.80	20	26.8-31.6
6/2023	-2.00	20	32.8-34.8
7/2023	23.0	20	52.0-29.0
9/2023	-2.70	20	21.8-24.5
10/2023	-8.80	20	22.5-31.3
11/2023	10.3	20	31.9-21.6
12/2023	0.10	20	36.8-36.7
01/2024	-16.2	20	30.9-47.1



SOLID WASTE

Sierra Contracting /Universal Waste Systems Statistics:

- Listed below you will find information regarding green-waste that has been collected within Village of Ruidoso and taken to Sierra Contracting/Universal Waste Systems for disposal: (No bill to update for January)

Fiscal Year	Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2022/2023			
JUL	4,002.00	\$36,719.00	210
AUG	3,382.00	\$30,994.30	192
SEP	4,199.00	\$38,481.68	197
OCT	3,266.00	\$29,931.22	148
NOV	4,072.00	\$37,317.79	190
DEC	3,656.00	\$33,505.37	185
JAN	3,476.00	\$33,795.45	156
FEB	2,779.00	\$27,018.86	129
MAR	4,148.00	\$40,328.98	189
APR	5,277.00	\$51,305.70	201
MAY	6,041.00	\$58,733.70	279
JUN	7,343.00	\$71,392.41	334
	TOTAL	\$489,524.46	2410
TONS	7746.15		

Fiscal Year	Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024			
JUL	5,780.00	\$56,130.66	266
AUG	4,538.00	\$44,069.37	214
SEP	4,352.00	\$42,263.09	198
OCT	3,361.00	\$32,639.30	164
NOV	3,559.00	\$34,562.12	166
DEC	3,725.50	\$36,179.03	178
JAN	UWS 0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
	TOTAL	\$245,843.57	1186
TONS	3797.33		

Lincoln County Waste Transfer Statistics:

- Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Sierra Contracting to the Gavilan Canyon Transfer Station: (No info to update for January)

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2022/2023			
MARCH	29	179.29	\$9,769.51
APRIL	26	166.81	\$9,089.48
MAY	29	181.84	\$9,908.46
JUNE	30	171.08	\$9,322.15
JULY	26	164.26	\$8,950.53
AUGUST	30	186.00	\$10,135.14
SEPTEMBER	26	164.26	\$8,950.53
OCTOBER	24	157.55	\$8,584.90
NOVEMBER	25	153.18	\$8,346.78
DECEMBER	33	171.19	\$9,328.14
JANUARY	27	161.14	\$8,780.52
FEBRUARY	25	161.71	\$8,811.58
	330	2,018.31	\$109,977.72
MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2023/2024			
MARCH	31	197.81	\$11,447.26
APRIL	28	177.68	\$10,282.34
MAY	32	201.97	\$11,688.00
JUNE	28	177.68	\$10,282.34
JULY	27	170.97	\$9,894.03
AUGUST	28	175.13	\$10,134.44
SEPTEMBER	25	157.55	\$9,117.42
OCTOBER	26	161.71	\$9,358.16
NOVEMBER	27	170.97	\$9,894.03
DECEMBER	25	157.55	\$9,117.42
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	277	1,749.02	\$101,215.44

Gavilan Canyon Transfer Station:

- Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for August or January)

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2022/2023			
JUL	1,074.63	\$17,427.88	49
AUG	1,241.58	\$20,260.55	53
SEP	1,054.14	\$17,167.18	46
OCT	940.09	\$15,275.93	43
NOV	878.93	\$14,187.45	42
DEC	892.90	\$14,332.13	45
JAN	943.52	\$15,267.71	44
FEB	771.28	\$13,514.14	35
MAR	964.90	\$15,544.26	47
APR	766.24	\$13,285.79	39
MAY	1,005.86	\$16,238.59	48
JUN	1,019.32	\$16,408.85	50
TOTAL	11,553.39	\$188,910.45	541

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2023/2024			
JUL	1,109.09	\$18,074.24	50
AUG	0.00	\$0.00	0
SEP	975.73	\$16,144.42	45
OCT	932.94	\$15,298.72	47
NOV	895.73	\$14,796.86	42
DEC	857.13	\$14,096.48	42
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL	4,770.62	\$78,410.72	226

STREETS

- **Trimming:**
 - Brush/ Tree Trimming: stump removal:
- **Speed Limit, Street Name & Safety Signs:** (“One Call” Marking – Installation - Repair)
 - Sign: Hull, Carrizo Canyon, Service/Reese, Del Norte/Raymond Buckner, Carrizo/Sudderth,
 - Graffiti:
 - Mirror:
- **Road & Right of Way Maintenance:** (Motor Grader - Backhoe Dirt Work)
 - Haul Dirt/ Aggregates/Cold Mix/Millings:
 - Jersey Barrier/Orange Barricades: Main Road 2nd bridge
 - Cut Road In:
 - Shoulder Work/Pick up Debris:
 - Water Dept. Debris Pile:
 - Stop Bar:
- **Drainage Issues:** (Ditch Cleaning – Culvert Maintenance – Berm Construction)
 - Clean Ditches/Culverts/Debris Dams: Mescalero Trail,
 - Drainage/Wash Outs:
 - Repair / Install Berm/Swale/Install Culvert:
 - Clean/Repair/ Drop Inlet/Debris Dam: 5th,
- **Utility Cuts:**(Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)
 - Haul Millings:
 - Fix Sunken Street Cuts: Sudderth,
 - Street Cuts:
- **Sweeping Streets:**
 - Swept:
- **Blade Work / Blade Patching:** Repairing Dirt Roads/ Hot Mix Patching
 - Blade Work/Gravel/Base Course/Millings:
 - Blade Patching:
 - Driveway Apron/Driveway Plow Damage:
 - Cold Mix/Millings on Road:
 - Making Cold Mix: made cold mix
 - Road Prep: Mescalero Trail,
- **Pothole Patching:**
 - Sudderth, Midtown, White Mountain, Hull, Brady, Keyes, Wingfield, George P White, Country Club, Skylane.
- **COOP Project:**
 - Pave:
 - Clean Ditches:
 - Sweep:
- **Snow/Ice/Plow**
 - Clean & Maintenance Equipment & Vehicles
 - Plow Snow/Salt: village wide

- **Assisting Other V.O.R. Departments:**
- **Over the Street Banners:**
- **Guardrail Installation/Maintenance/Repair/ Bridge Maintenance/Repair:**
 - Repair/Install/Reflectors/Delineators:
 - Bridge Clearing:
 - Install Flashing Lights:
 - Guardrail Maintenance:
 - Cones/Barricades:
- **Paving/Chip Sealing/Fog Seal:**
 - Pave:
 - Chip Seal:
 - Fog Seal:
- **Stripe Public Parking Lots & Streets & Curbs**
- **Street Department News:**
 - Clean up Shop & around Street Yard
 - Maintenance Snow Equipment & Vehicles
 - Maintenance Vehicles: oil changes, grease
 - Fix Hot Plant
 - Heavy Equipment Operators: Open
 - Maintenance Worker I: Open
- **Driveway Permits:**
 - Driveway Permits:
 - Red Tag Driveways: 156 Whirlaway
- **General Street Repair and Drainage Work Orders:** The goal is to keep these issues moving in a timely manner.

Future / Ongoing: Assignments and Projects are as follows:

Project # & Location:	Project Funds:	Type of Fund Recv'd.:	Completion Deadline:	Current Status:
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% \$76,212.00 75% \$228,636.00 Total=\$304,848.00	Received: \$257,077 VOR 25% \$64,269 NMDOT 75% \$192,808	12/31/2024	Resolution to council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23.
MAP 23-24	Application to submitted 2/14/23 to Council Asking 25%\$71,325.00 75%\$213,975.00 Total=\$285,300.00	Received: \$285,300 VOR 25% \$71,325 NMDOT 75% \$213,975	6/30/2025	Resolution to Council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23.
COOP 20-21	Application to be submitted 2/11/2020 To council Asking: 25% \$44,239.00 75% \$132,717.00 Total=\$176,956.00	NMDOT didn't fund this project for 2020-2021		Resolution & Application to council for approval of support 2/11/2020. 3/2020 submitted application to NMDOT. 4/2020 Per Ron Sena VOR will not receive funding for this project.
MAP 20-21 NMDOT Project # L200520 VOR Project # STL200520	Application to be submitted 2/11/2020 To council Asking: 25% \$81,212.50 75% \$243,637.50 Total=\$324,850.00	Received: \$146,667 VOR 25% \$36,667 NMDOT 75% \$110,000		Resolution & Application to council for approval of support 2/11/2020. 3/2020 submitted application to NMDOT. Resolution #2 & NMDOT MAP Agreement to Council for Aug 11, 2020, for approval. VOR executed our portion of Agreement sent via mail 8/20/20 to Monica Serrano, NMDOT Roswell. 9/21/2020 Received fully executed Agreement
COOP 21-22	Application to be submitted 2/19/21 To Council 2/9/21 Asking: 25% \$48,089.00 75% \$144,267.00 Total=\$192,356	NMDOT Didn't Fund this project For 2021-2022		Resolution & Application to council 2/9/21, Council approved. 2/22/2021 submitted application to NMDOT. NMDOT DID NOT FUND COOP REQUEST.
MAP 21-22	Application to be submitted 2/19/21 To Council 2/9/21 Asking: 25% \$70,075.00 75% \$225,225.00 Total=\$300,300.00	Received: \$70,075.00 VOR 25% \$225,225.00 NMDOT 75%	6/30/2023	Resolution & Application to council 2/9/21, Council approved. 2/22/2021 submitted application to NMDOT. July Council Meeting Resolution #2 & Agreement for approval. July sent VOR executed Agreement to NMDOT for final execution. Received fully executed Agreement 9/1/21. MAP Project Completed 6/22/23
COOP 22-23	Application to submitted 3/22 To Council on 2/09/22 Asking: 25% \$49,125.00 75% \$147,375.00 Total = \$196,500.00	Received: \$197,333 NMDOT 75% \$148,000 VOR 25% \$49,333	12/30/23	Resolution & Application to Council 2/9/2022. Emailed Applications to NMDOT 2/22/2022. 6/22 Funding Offer from NMDOT. 7/22 Resolution #2 to Council accepting NMDOT Agreement. 7/18/22 emailed VOR executed Resolution #2 & COOP Agreement to Libby @NMDOT.
Map 22-23	Application to submitted 3/22 To Council on 2/09/22 Asking: 25% \$59,500 75% \$178,500 Total=\$238,000.00	NMDOT Didn't Fund This Project for 2023		Resolution & Application to Council 2/9/2022. Emailed Applications to NMDOT 2/22/2022. NMDOT DIDN'T FUND MAP FUNDING REQUEST

WATER DISTRIBUTION

Water meter readers:

1/1 - Holiday

1/2 - Completed 7 work orders completed 6 leaks assisted water crew completed 1 meter ring repair.

1/3 - Completed 20 shut offs completed 9 work orders completed 3 leaks. Worked on endpoints.

1/4 - Completed 2 work order's, completed 7 leaks completed 1 prv worked on endpoints.

1/5 - Assisted water crew completed 6 work orders completed 5 leaks. Worked on endpoints.

1/8 - Completed 8 work orders completed 7 leaks completed 1 prv, assisted water crew.

1/9 - Completed 7 work orders completed 9 leaks, completed 2 meter can repairs.

1/10 - Completed 12 work orders completed 7 leaks completed 1 prv worked on endpoints.

1/11 - Completed 7 work orders completed 11 leaks assisted water crew.

1/12 - Completed 4 work orders completed 7 leaks assisted water crew.

1/15 - Holiday

1/16 - Completed 9 work orders completed 3 leaks assisted water crew worked on endpoints.

1/17 - Completed 11 work orders completed 8 leaks did 2 prv's worked on endpoints.

1/18 - Completed 6 work orders completed 5 leaks assisted water crew.

1/19 - Completed 3 work orders completed 2 leaks assisted water crew.

1/22 - Completed 7 work orders completed 6 leaks completed 3 meter can repairs.

1/23 - Completed 9 work orders completed 6 leaks completed 1 prv.

1/24 - Completed 5 work orders completed 10 leaks assisted water crew.

1/25 - Completed 8 work orders completed 5 leaks completed 2 meter can repairs.

1/26 - Completed 6 work orders completed 11 leaks replaced 2-meter lids, worked on endpoints.

1/29 - Completed 8 work orders completed 4 leaks, worked on endpoints.

1/30 - Completed 7 work orders completed 8 leaks, worked on endpoints.

1/31 - Completed 9 work orders completed 6 leaks assisted water crew.

Prv's and meter maintenance- 16

Leaks- 136

Work order's- 144

Shut offs - 20

Sewer Collections:

Rodded 3450 feet-

1150 feet- Service lines

2300 feet- Main lines

Blockages-9

Customer-8

VOR-1

Repairs-1

Lines-

Manhole-1

Dye test-0

Sewer Taps-0

1/1- Water leaks-211 W. Santa Rosa

Water leaks-156 Spruce

1/2-Utility Locates-VOR

Lift station Maintenance/Degreaser-VOR

1/3-Utility Locates-VOR

Lift station Maintenance- Guinevere Drive

Routine Manhole Inspection-VOR

1/4-Snow Plowing-VOR

Sewer Blockage- 502 Third St.

25 feet(x2) rodded (grease in service line) Hand tape.

1/5- Snow Plowing-VOR

Vehicle Maintenance-Water shop

Shop Maintenance-Water shop

1/8- Snow Plowing-VOR

Sewer Blockage- 241 Junction Rd.

100 feet rodded (roots in service line) (jet rodder)

1/9- Utility Locates-VOR

Lift Station Checks/ Reset Circle Lift station.

Camera service line-111 Torreon loop

Sewer Blockage- 241 Junction Rd.

100 feet rodded (roots in service line) (jet rodder)

250 feet rodded (main line) (jet rodder)

1/10- Lift station Maintenance- Guinevere Drive

Routine Manhole Inspection-VOR

Sewer Blockage- 103 Buckner -easement (jet rodder)

200 feet(x2) rodded-low flow/papers in main.

1/11- Sewer Rodding-Torreon Loop easement (Vactor)

200 feet(x2) rod.

Utility Locates-VOR

1/12- Sewer Blockage- 206 Raymond Buckner (jet rodder)

150 feet(x2) main /100 feet(x4) service

Assist water crew- Water leak-725 Sudderth.

1/13- Continue water leak-725 Sudderth.

1/16- Utility Locates-VOR

Vehicle Maintenance-Water shop

Locate Manhole-103/105 Buckner

Sewer Blockage-2339 Sudderth (jet rodder)

125(x2) feet rodded-offset/papers in service line

Camera Sewer easement-Torreon Loop

Sewer Rodding-Torreon loop easement

150 feet rodded (roots)

Sewer Blockage-2839 Sudderth/ Burro In (jet rodder)

25(x2) feet rodded- papers in service line/low flow

1/17- Water line repair- Ski run Rd.

1/18- Water line repair- Ski run Rd.

Water leak- Rainer rd.

1/19-Sewer Rodding-Torreón loop easement (Vactor)

200 feet rodded (roots)

Sewer Rodding-Torreón loop easement (jet rodder)

200 feet rodded(x2) (roots)

Sewer Rodding-111 Torreón loop (jet rodder)

50 feet rodded(x3) (roots in service line)

Camera Torreón Loop easement

1/22- Assist water crew- Water leaks.

1/23- Raise Manhole/ Replace Lid-104 Buckner

Routine Manhole Inspection-VOR

1/24- Sewer Rodding-Torreón loop easement (Vactor)

200 feet rodded (roots)

Jet rodder maintenance-Water shop

Sewer Blockage-White Mountain drive (jet rodder)

25(x2) feet rodded- papers in service line/fiber optic bore

1/25- Lift station Maintenance- Guinevere Drive

Routine Manhole Inspection-VOR

Lift station Maintenance/Degreaser-VOR

1/26- Vehicle Maintenance-Water shop

Utility Locates-VOR

Utility Service Applications-VOR

Water Distribution crew:

1/1- Repair 2" galvanized main leak at 108 W. Santa Rosa Dr.

-Repair 2" Galvanized main leak at the intersection of Yellow Pine Rd. and Davis Dr.

1/2- Clean up and haul off spoils from Cedar Creek Ct.

-Thaw out frozen meter at 111 Hill Rd.

1/3-Repair 2" galvanized main leak at 102 Meadows Dr.

-Repair ¾" galvanized main leak at 101 N. Stump Rd.

1/4-Assist street shop with plowing.

1/5-Vehicle Maintenance.

1/8-Assist street shop with plowing.

1/9-Assist street shop with plowing.

1/10-Lower water meter at 150 E. Barb to prevent from freezing.

1/11-Begin to locate water leak at 115 Whitlock St.

1/12-Continue to locate water leak at 115 Whitlock St.

-Repair 6" main leak at the intersection of Carrizo Canyon Dr. and Sudderth Dr.

1/13-Continue 6" leak at the intersection of Carrizo Canyon Dr. and Sudderth Dr.

1/16-Repair 1" galvanized main leak at 101 Duffer Rd.

-Repair 6" PVC main leak at 118 Rainer Rd.

1/17-Install new ¾" copper service line at 115&124 Whitlock St.

-Repair 6" PVC main leak at 118 Rainer Rd.

1/18-Continue 6" PVC main leak at 118 Rainer Rd.

-Cleanup and haul off spoils from Whitlock St.

-Haul base course too backfill leak on Ski Run Rd.

1/19-Repair 2" PVC main leak at 207 Lower Terrace Dr. behind condo #7

-Repair 6" PVC main leak at 132 Rainer Rd.

1/20-Continue 6" PVC main leak at 132 Rainer Rd.

1/21-Called into repair 6" Transite main line leak at 5th St. and K St.

-Repair 2" galvanized main leak at 103 Wiley Rd.

-Replace $\frac{3}{4}$ " tapping saddle on 12" main line at 124 Chelsea Dr.

1/22-Repair 6" Transite main leak at 115 Old Lincoln Rd.

1/23-Haul off spoils from Rainer Rd.

-Assist Alpine Plumbing with locating main water line at 99 Sunny Slope Dr.

1/24-Assist Alpine Plumbing with locating sewer line at 99 Sunny Slope Dr.

-Haul off spoils from Pizza Hut.

1/25-Finish hauling off spoils from Pizza Hut

-Begin hauling off spoils from 118 Rainer Rd.

1/26-Continue hauling off spoils from 118 Rainer Rd.

Total of repairs:

$\frac{3}{4}$ inch - 3

1 inch – 1

2 inch – 5

6 inch - 7

WATER PRODUCTION

Top priorities for Water Production – (1) Grindstone Dam Project, Tank Restoration Phase 1, Upper Canyon

Diversion Project and fix the low production issue at Brown Well (under warranty).

- **Eagle Creek Diversion** – Diverting – **120 gpm** into Alto Reservoir (it depends on the ntu's).
- **Upper Canyon Diversion** – Diverting – **435 gpm** into Grindstone Reservoir (Hollywood staff gauge is at 5.28 cfs).
- **Alto Reservoir** – No flow to Alto Crest WTP.
- **Grindstone Reservoir level Elevation** – **6898.1 – 21.47' (from spillway)**.
- **Well Operations Plan** – Eagle Creek water (when it is available), NF4, NF1, NF3, Green Well, River Well & A-1, A-2, Apple Orchard, S-3 (Middle Gavilan), Fault, and Brown Well.
- **Grindstone Emergency Spillway Assessment and Concrete Repair Assessment** – Project is completed, substantial completion -1/30/24, working on closeout documents and final change order.
- **Tank Rehab Project** – D&R performed a dry inspection and found major tank deficiencies were found, working on replacing the tank.
- **Updating Grindstone and Alto Dam Emergency Action Plans (EAP)** – Update is in progress.

Plant #4

- Grindstone Tank level (3 million) = **57.81' / 51.9' (Overflow)** (1/31/24).
- Grindstone Tank level (1 million) = **Offline**.
- Raw Water = **307,000 gallons** (1/31/24).
- Water produced = **256,000 gallons** (1/31/24).
- Exercising PRV's and performing inspection and repairs.
- Completed monthly fire extinguisher inspections at plant on 1/2024.

Plant #3

- West Alto Tank level (5 million each) = **55.04' / 57.2' (Overflow)** (1/31/24).
- East Alto Tank level (5 million each) = **55.29' / 57.2' (Overflow)** (1/31/24).
- Water production – **1,352,000 gallons** (1/31/24).
- Raw water to plant – **1,462,000 gallons** (1/31/24).
- Exercising PRV's and performing inspections and repairs.
- Monthly fire extinguisher was completed in 1/2024.
- Eagle Creek flow to Plant 3 is 120 gpm.
- Alto Pumphouse is off (no flow to Plant 3).

Wells/Booster Stations & Misc. Items

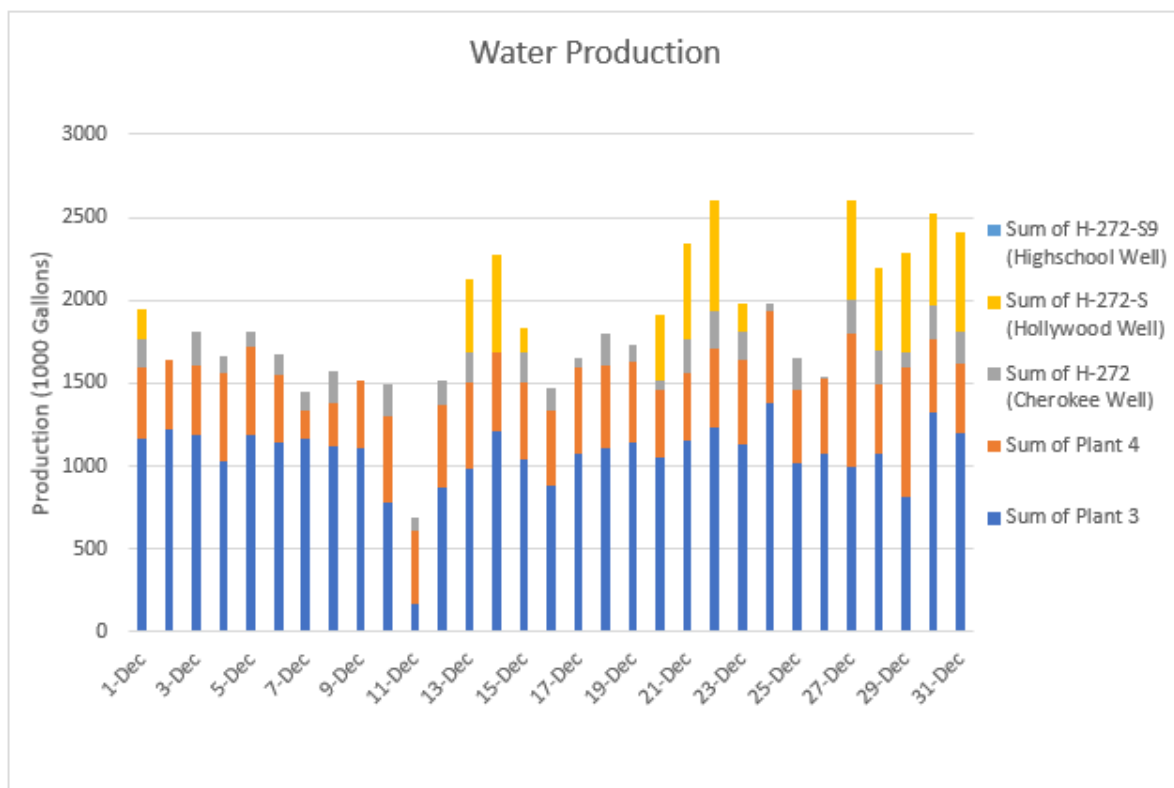
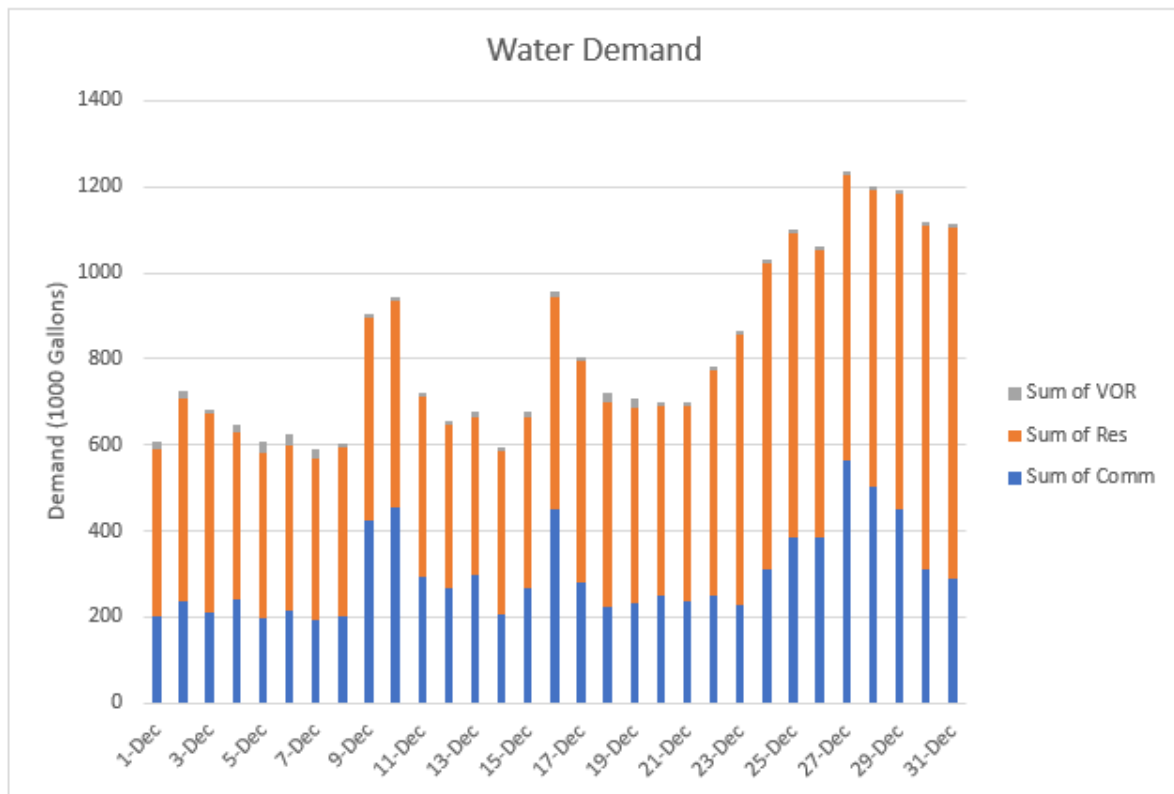
- Performing weekly maintenance and pump rotations at pump houses.

- Completed monthly fire extinguisher inspections at all pump houses in 1/2024.
- Plant 3 – Working on stripping and repainting pipes above the clearwell.
- Performing PRV inspections and repairs.
- Brown Well VFD Issue – Working with Casey Cook on the production issue (under warranty).
- Klamath Pumphouse – Working on the piping and VFD and new pump installation.
- Coats Pump & Supply – Pulled North Fork #4 Well on 1/31/24.
- Met with Randy Stewart, Molzen Corbin, and General Hydronics at Brown Well on 1/29/24 to discuss the low well production issue.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for January.
- Completed January TOC samples for plant 3 & 4.
- Completed SUVA samples for January.
- Submitted MOR and TOC to NMED on 1/03/2024.
- Submitted seepage data to the Office of State Engineers Dam Safety Bureau (OSE/DSB) Office on 1/03/2024.
- UCMR5 – 3rd quarter samples will be pulled in February 24.

WATERSHED



AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 2.

To: Mayor Crawford and Councilors

Presenter(s): Stephanie Long, Wingfield Heritage House Museum, Curator/Manager

Meeting Date: February 13, 2024

Re: Update on Wingfield Heritage House Museum Strategic Plan

Item Summary:

Update on Wingfield Heritage House Museum Strategic Plan

Financial Impact:

None

Item Discussion:

Update on Wingfield Heritage House Museum Strategic Plan

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Public Hearings - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald L. Sena, Village Manager
Zach Cook, Village Attorney

Meeting Date: February 13, 2024

Re: Public Hearing on Amended Ordinance 2017-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso.

Item Summary:

Public Hearing on Proposed Amended Ordinance 2017-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso.

Financial Impact:

To be determined

Item Discussion:

Public Hearing on Amended Ordinance 2017-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso

Recommendations:

To Approve Amended Ordinance 2017-01, an Ordinance Whereby the Village of Ruidoso Grants Valor Telecommunications of Texas, LLC, D/B/A Windstream Communications Southwest ("Windstream") and Its Successors and Assigns, the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business Within the Limits of the Village of Ruidoso.

ATTACHMENTS:

Description

Amended Ordinance 2017-01

VILLAGE OF RUIDOSO

AMENDED ORDINANCE 2017-01

AN ORDINANCE WHEREBY THE VILLAGE OF RUIDOSO GRANTS VALOR TELECOMMUNICATIONS OF TEXAS, LLC, D/B/A WINDSTREAM COMMUNICATIONS SOUTHWEST ("WINDSTREAM") AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE FRANCHISE, LICENSE, RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN ITS TELECOMMUNICATIONS BUSINESS WITHIN THE LIMITS OF THE VILLAGE OF RUIDOSO.

Preamble. It is the intent of the parties that Windstream, duly authorized to do business in the State of New Mexico, continue through this franchise to construct, operate and maintain a telecommunications system in the of Village of Ruidoso. The parties intend that the franchise incorporate the Village of Ruidoso's lawful exercise of police power and be subject to the lawful regulation by the New Mexico Public Regulation Commission and the State of New Mexico, and to the lawful applications of the Telecommunications Act of 1996, 47 USCA 253. The parties further acknowledge that the granting of this franchise results in legitimate costs of doing business for WINDSTREAM which can be recovered from customers in the form of monthly municipal fees, with such costs reflecting the expense of providing and maintaining the public rights of way required to provide telecommunications and other essential public services. It is in the best interests of the Village of Ruidoso, its citizens and of Valor Telecommunications of Texas, LLC that this franchise shall be granted.

THEREFORE, BE IT ORDAINED by the Governing Body of the Village of Ruidoso, State of New Mexico:

Section 1. Grant of Authority. The Village of Ruidoso, hereinafter called the "Village", hereby grants to Windstream hereinafter called the "Company", its successors and assigns, the non-exclusive franchise, license, right and privilege to construct, erect, equip, lease, purchase, maintain and operate, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places now in use or dedicated, and all extensions thereof, and additions thereto, in said Village, its poles, anchors, guys, wires, cables, manholes, microwave sites, underground conduits, appurtenances, fixtures, and

other telecommunications facilities necessary, proper or convenient for the maintenance and operation in said Village of the Company's telecommunications business; provided, however, that the Company shall locate all its transmission and distribution structures, lines and equipment within the Village so as not to unnecessarily obstruct the proper use of streets, alleys, public ways and public places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, alleys, public ways and public places. *In addition to the consideration described herein, the Company agrees to respond to any inquiry from the Village related to this grant of authority within twenty-four hours of receiving such inquiry.*

Section 2. Company Liability. The Company shall, at all times during the life of this franchise, be subject to all lawful exercise of police power by the Village as the Village now does or may hereafter implement by its regulations, or by resolution or ordinance. The Company shall save harmless and indemnify the Village from all loss sustained by the Village on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Company in the construction, maintenance or operation of its telecommunications system in the Village. This indemnity does not apply to negligence attributable to persons other than the Company and is not intended to create liability for the benefit of third parties other than the Company and the Village.

The Village shall notify the Company's representative in writing within ten days after the presentation of any claim or demand either by suit or otherwise made against the Village on account of any activity on the part of the Company specifically:

Windstream Communications
Attn: Legal Counsel
4001 Rodney Parham Road
Little Rock, AR 72212

With copy to:

Windstream
Communications
Attn: Franchises and
Easements
11101 Anderson Drive
Little Rock, AR 72212

A failure to promptly notify the Company, as required herein by the Village, that prejudices the Company's defense against the claim or demand, shall operate as a release of the

Company's obligations to save harmless and indemnify the Village regarding the claim or demand.

Section 3. Relocations. In the event of any necessary change in the public roads, streets or highways for purposes of their proper use, or in the grades of drains thereof which require that the Company's telecommunications facilities must conform thereto, the Company shall make any and all reasonable relocations of and changes to its facilities as the Village may require. The Village shall give the Company written notice at least 60 days prior to the commencement of the contemplated changes to provide the Company time within which to make recommendations intended to minimize its cost of resetting or changing its facilities. The Village shall consider the Company's recommendations before it requires the relocation or changes in the Company's facilities. The Company shall bear the costs of relocating, changing, or removing its facilities for said changes, unless the Company can properly obtain reimbursement for the costs from an entity other than the Village.

The Company shall bear the cost for any and all changes made by the Company for Company reasons in the location of its poles, wires, cables, and underground conduits, manholes and other telecommunications facilities. Other than as described herein, the person or entity requesting relocations of or changes to the Company's facilities shall bear the cost thereof, specifically including relocations and changes for aesthetic reasons.

Section 4. House Moving and Other Unusual Uses. Any person or entity, hereinafter called Applicant, desiring to move a building or other structure along, or to make any unusual use of, the streets, alleys and public ways of the Village which shall interfere with the poles, wires or facilities of the Company or the Village, shall first give notice to the Company and the Village. The Applicant also shall pay to the Company, and to the Village if its facilities also are affected, a sum sufficient to cover the expense and damages incident to the cutting, altering and moving of the wires or other facilities of the Company or the Village, and the applicant shall present to the Village a receipt from the Company showing the payment as a prerequisite for obtaining a permit as required by the Village. Thereafter, upon applicant's presentation of said permit, the Company shall within a reasonable time provide for and cut, alter and move said wires and facilities as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the Village.

Section 5. Tree Trimming. The Village hereby grants to the Company, its successors and assigns and lessees, the right, privilege and permission to trim trees in and overhanging the streets, alleys, public ways and public places of the Village, so as to prevent the branches of such trees from interfering with the Company's telecommunications operations and the provision of services, consistent with the Village's regulation of this activity.

Section 6.1. Consideration (Non-Voice). In consideration for the franchise herein granted, the Company shall pay to the Village, exclusive of all federal and state excise taxes, over the term of this franchise, an annual amount equal to 3 % of its annual Gross Revenues received from the installation and operation of its fiber optics cable and electronic communication system to provide service(s) within the legal boundary of the village, to include all revenues received from any and all customers, business and residential, within the village, for communications, data management, internet, and network management services; provided however, Company shall not be compelled to pay any higher percentage of franchise fees than any other fiber optics electronic communication system service provider providing similar service(s) in the legal boundary of the Village. Throughout this franchise, the payment of franchise fees shall be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter, except that the first payment shall be for that portion of the prior quarter subsequent to acceptance by the Company of this franchise. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Company showing the basis for the computation of the fee paid during that period. The amounts paid by Windstream to the Village under this franchise shall be applied monthly as a municipal fee on customer bills.

Section 6.2. Consideration (Voice). In consideration for the franchise herein granted, the Company shall pay to the Village, exclusive of all federal and state excise taxes, over the term of this franchise, an annual amount equal to 3 % of its annual Gross Revenues received from the installation and operation of its fiber optics cable and telecommunication voice system to provide service(s) within the legal boundary of the village to include all revenues received from any and all customers, business and residential, within the village, for telecommunications and voice services; provided, however, Company shall not be compelled to pay any higher percentage of franchise fees

than any other system service provider providing similar service(s) in the legal boundary of the Village. Throughout this franchise, the payment of franchise fees shall be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter, except that the first payment shall be for that portion of the prior quarter subsequent to acceptance by the Company of this franchise. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Company showing the basis for the computation of the fee paid during that period. The amounts paid by Windstream to the Village under this franchise shall be applied monthly as a municipal fee on customer bills.

Section 6.3. Consideration (Gross Revenue). "Gross Revenue" means all of the fiber optics and other communication system revenue derived by Company from its operation of retail business and residential communication services and systems to include, but not be limited to, internet, telephone services, data management, voice, and networks, small business services, and other similar business services offered by Company in the legal boundary of the Village, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues includes monthly and other applicable system fees, advertising and other such revenue, accessibility and installation fees, and applicable equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, advertising sales commissions, or any taxes, fees, or assessments imposed or assessed by any governmental authority. In the event the obligation of the Company to compensate the Village through franchise fee payments is lawfully suspended or eliminated, in whole or in part, then the Company shall pay to the Village compensation equivalent to the compensation paid to the Village by other similarly situated users of the Village's Public Rights-of-Way for Company's use of the Village's Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Company's Gross Revenues.

Section 7. Payment in Lieu of Other Taxes. In consideration of the franchise payments provided for above, it is expressly understood and agreed by the Company and the Village that these payments shall be in lieu of any and all other franchise, license, occupation, or other forms of excise or revenue taxes based upon or measured by the revenues, employees, payroll, property, facilities or equipment of the Company, excepting,

however, the following which shall be referred to as the "excepted truces": general ad valorem property taxes property taxes, special assessments for local improvements and sales or gross receipts taxes. The franchise payments shall continue only so long as the Company is not prohibited from making the payments by any lawful authority having jurisdiction in the premises. Furthermore. if the Village does levy, charge or collect or attempt to levy, charge or collect any other franchise- license, occupation or other form of excise or revenue taxes of the type above specified in this paragraph, other than excepted taxes, the Company's obligation to make franchise payments shall be abated to the extent such other taxes are levied, charged or collected by the Village.

Section 8. Annexations. The Village or its planning/zoning administrative body shall notify the Company representative of all proposed additions, annexations, subdivisions or incorporation of new land areas into the Village. When new land areas are added into the Village as described in this section, the Village will provide to the Company a detailed address listing for all new land areas added. In determining the proposed telephone easements or routings thereof, the Village or its planning/zoning administrative body shall consider the Company's recommendations regarding their engineering feasibility.

Section 9. Non-wavier of Other Rights. It is expressly understood and agreed by and between the Village and the Company that neither the grant nor acceptance of this franchise shall constitute a waiver, either upon the part of the Company or the Village, of any rights or claims had or made by either with respect to the occupancy of the streets, alleys, public ways and public places of the Village, under the laws of the Territory of New Mexico and under the Constitution and general statue of the State of New Mexico, nor shall anything herein in anyway prejudice or impair any rights or claims existing independently of this franchise of the Village or the Company, or its predecessors, successors, assigns or lessees, with respect to the construction, operation, and maintenance, either before or after the life of this franchise of a telecommunications system in the Village.

Section 10. Nondiscrimination. Notwithstanding any other provision of this Ordinance or any other provision of law, if any other system or services provider enters into an agreement with the Village to provide similar service(s) to subscribers in the Village,

or otherwise begins to provide similar service(s) to subscribers in the Village (with or without entering into an agreement/ordinance with the Village), the Village, upon written request of Windstream, shall permit Windstream to construct and operate its system to provide said service(s) to subscribers in the Village under the same agreement/ordinance and/or under the same terms and conditions as apply to the new provider. The Village and Windstream shall enter into an agreement or other appropriate authorization, if necessary, containing the same terms and conditions as are applicable to the new provider within sixty (60) days after Windstream submits a written request to the Village.

If there is no written agreement or other authorization between the new provider and the Village, the Village and Windstream shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between Windstream and other such providers, taking into account the terms and conditions under which other providers are allowed to provide and promote their similar services to subscribers in the City.

In the event the Village itself, or through any entity under its control, offers services in competition with the Windstream, the Village shall not impose any conditions upon the Windstream to which the Village itself is not subject. Upon the Village's offer of competitive services, any terms of this franchise to which the Village itself is not subject will become null and void.

Section 11. Term of Franchise. The franchise and rights herein granted shall continue in force and effect for a term of seven (7) years after the effective date of this franchise. Upon the expiration of this term of franchise, the parties will continue to abide by its terms that are legal while they negotiate a subsequent franchise.

Section 12. Franchise Authority. This franchise is subject to the superior power of any governmental authority, whether state or federal, having jurisdiction of the premises or exercising regulatory jurisdiction over the Company.

Section 12.1. Amendments. In the event that federal or state law, be it statutory, regulatory or judicial, develops during the term of this franchise that would have the effect of altering the legal basis for the terms and conditions contained herein, either party may request that this agreement be 1110dified to reflect such changes. If the parties fail to agree on such modifications within six months of the proposal, the matter shall be subject to non-binding mediation. Following such mediation, either party may pursue judicial remedies for amendment or termination of this agreement to comply with current law.

Section 13. Effective Date. This Ordinance shall become effective thirty (30) days after its enactment: provided that the Company. within those thirty (30) days. shall have filed with the Village Clerk of the Village an unconditional acceptance thereof. Within ten (1 0) days after the filing of the acceptance, the Village Clerk shall acknowledge in writing the receipt of the Company's acceptance.

Section 14. Severability Clause. If any section, subsection. sentence. clause, word or phrase of this ordinance is for any reason held to be unconstitutional, illegal or otherwise invalid by any court of competent jurisdiction. such decision shall not affect the validity of the remaining portions of the ordinance. The Village Trustees, the Governing Body of the Village, hereby declares that it would have passed this ordinance and each section. subsection, sentence, clause, word or phrase thereof regardless of any one or more sections, subsections, sentences, clauses, words or phrases being declared unconstitutional or otherwise invalid. All ordinances and agreements or parts thereof in conflict with this ordinance are hereby repealed.

PASSED, ADOPTED AND APPROVED THIS 13th day of February 2024, at a Regular meeting of the Village Council of the Village of Ruidoso, State of New Mexico.

Lynn D. Crawford, Mayor

SEAL
ATTEST:

Jini S. Turri, MMC, Village Clerk

I, Jini S. Turri, Clerk for the Village of Ruidoso, New Mexico, an incorporated Village, hereby certify that the attached franchise ordinance is a true and correct copy of the original document maintained in my office and of which I am the custodian.

Jini S. Turri, MMC, Village Clerk

SEAL:

ATTEST:

ACCEPTED THIS 13TH DAY OF FEBRUARY, 2024

Valor Telecommunications of Texas, LLC,
D/B/A Windstream Communications Southwest ("Windstream")

By:

Title: _____

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 1.

To: Mayor Crawford and Councilors

Presenter(s): Matthew Baird, Parks and Recreation Director
David Tetreault, Assistant Parks and Recreation Director

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Purchase and Installation of a Playground for School House Park from The PlayWell Group, Inc. Utilizing Buyboard Contract #679-22, in the Amount of \$460,624.29 including NMGR.

Item Summary:

Discussion and Possible Action on Purchase and Installation of a Playground for School House Park from The PlayWell Group, Inc. Utilizing Buyboard Contract #679-22, in the Amount of \$460,624.29 including NMGR.

Financial Impact:

Funding for this project comes from the \$1,000,000 quality of life grant from the State of New Mexico. The funds are budgeted in the Intergovernmental Grants Special Revenue Fund's Land Improvements account (218-155-53000).

Item Discussion:

This playground is part of the the quality of life grant that we received from the State of New Mexico.

Recommendations:

To Approve Purchase and Installation of a Playground for School House Park from The PlayWell Group, Inc. Utilizing Buyboard Contract #679-22, in the Amount of \$460,624.29 including NMGR.

ATTACHMENTS:

Description
Playground Quote
Installation Quote
Playground Rendering

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God' or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 23293 Purchase Order #: _____

Signature: _____ Date: _____



Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
23293

1/26/2024

BILL TO:

Village of Ruidoso
Accounts Payable
313 Cree Meadows Drive
Ruidoso, NM 88345

Phone: (575) 258-4343

SHIP TO:

Village of Ruidoso-Schoolhouse Park
David Tetreault-Parks & Recreation Dept.
511 Sudderth Drive
Ruidoso, NM 88345

Phone: (575) 257-5030

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	RBC	LINCOLN		2/25/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	.00	0.00	0.00
	PLAYCRAFT SYSTEMS, INC				
PR-R5	R5 CUSTOM PLAY SYSTEM (R50PC9872)	1	147067.00	139,713.65	139,713.65T
PC-2181	8' SINGLE POST SWING BAY (2 BELT SEATS)	1	1885.00	1,790.75	1,790.75T
PC-2181-1-AB	8' SINGLE POST SWING BAY (1 SWING SEAT)	2	1406.00	1,335.70	2,671.40T
PC-313010	BELT SEAT	2	181.00	171.95	343.90T
PC-131410	INCLUSIVE SWING SEAT	1	1103.00	1,047.85	1,047.85T
PC-311010	FULL BUCKET SEAT	1	389.00	369.55	369.55T
PC-1051	OFF ROADER	1	8902.00	8,456.90	8,456.90T
PC-1386	BEAR SPRING RIDER	1	1598.00	1,518.10	1,518.10T
PC-1384	FISH SPRING RIDER	1	1589.00	1,518.10	1,518.10T
PC-1345	TODDLER BEAR SPRING RIDER	1	1598.00	1,518.10	1,518.10T
SHIP	SHIPPING & HANDLING	1	13040.57	13,040.57	13,040.57T
	FLEXGROUND				
SUBBASE-FLEX	COMPACTED AGGREGATE SUB BASE 4" DEPTH	4,487	7.34	6.97	31,274.39T
	PLEASE NOTE: ASSUMES GOOD ACCESS, NO DESIGN ALL SITE PREP, EXCAVATION, BORDERS, SECURITY AND FENCING BY OTHERS.				



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QUOTATION

QUOTE #
23293

1/26/2024

BILL TO:

Village of Ruidoso
Accounts Payable
313 Cree Meadows Drive
Ruidoso, NM 88345

Phone: (575) 258-4343

SHIP TO:

Village of Ruidoso-Schoolhouse Park
David Tetreault-Parks & Recreation Dept.
511 Sudderth Drive
Ruidoso, NM 88345

Phone: (575) 257-5030

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION	
	NET 30	RBC	LINCOLN		2/25/2024	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL	
PIP FLEXGROUND	FLEXGROUND STANDARD (EPDM) POURED IN PLACE SURFACING COLORS: 50% STD EPDM/50% BLACK STANDARD EPDM COLOR OPTIONS ARE BLUE, RED, GREEN OR BEIGE QUOTE INCLUDES LABOR AND MATERIALS FOR THE FOLLOWING: 1) INSTALL 4487 SF OF COMPACTED STONE SUBBASE AT 4.5" DEPTH. 2) INSTALL 4487 SF OF FLEXGROUND STANDARD (EPDM) AT 3.5" DEPTH WITH 50% BLACK / 50% STANDARD COLOR TBD FOR TWO AREAS AS NOTED BELOW: • AREA 1: 1890 SF • AREA 2: 2597 SF NOTES: 1) CONCRETE CURBING AND SITE PREP TO BE PROVIDED BY OTHERS. AREA TO BE SITE-READY AT 8" BELOW FINISHED GRADE. 2) GOOD SITE ACCESS FROM PARKING LOT.	4,487	30.69	29.15	130,796.05T	

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL \$334,059.31

SALES TAX (7.625%) \$25,472.02

TOTAL \$359,531.33

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 11074 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
11074

1/31/2024

BILL TO:

Village of Ruidoso
Accounts Payable
313 Cree Meadows Drive
Ruidoso, NM 88345

Phone: (575) 258-4343

INSTALLATION SITE:

Village of Ruidoso-Schoolhouse Park
David Tetreault-Parks & Recreation Dept.
511 Sudderth Drive
Ruidoso, NM 88345

Phone: (575) 257-5030

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	RBC	LINCOLN	3/1/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	0.00	0.00
INSTALL-SAND	INSTALLATION OF R5 CUSTOM PLAY SYSTEM (R50PC9872) (INCLUDES REACH FORK)	1	82,367.74	82,367.74
INSTALL-SAND	INSTALLATION AND SUPPLY OF CONCRETE CURBING - 294 LINEAR FEET 6" WIDE X 8" DEPTH CURB. USING SINGLE #4 REBAR.	1	18,725.22	18,725.22
	SPEC TO BE PROVIDED BY CUSTOMER BEFORE INSTALLATION			
	*****INCLUDES TRAVEL, FENCING AND OFFLOADING			
	*****ESTIMATE ASSUMES THAT THE SITE IS PREPPED, READY AND ACCESSIBLE FOR HEAVY MACHINERY. ALL SITE PREP FOR PIP TO BE COMPLETED BY OTHERS			

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$101,092.96

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____

Signature _____



CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders



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AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 2.

To: Mayor Crawford and Councilors

Presenter(s): Matthew Baird, Parks and Recreation Director
David Tetreault, Assistant Parks and Recreation Director

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the West Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,678.16 including NMGR; Funding Provided by the Quality of Life Grant.

Item Summary:

Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the West Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,678.16 including NMGR; Funding Provided by the Quality of Life Grant.

Financial Impact:

The funds for this project come from the Quality of Life Grant from the State of New Mexico for the Renovation of School House Park. These funds are in budgeted in the Intergovernmental Grants Special Revenue Fund's Land Improvements line item (218-155-53000).

Item Discussion:

This is part of the Quality of Life grant project we received from the State of New Mexico to renovate School House Park.

Recommendations:

To Approve Purchase of Two New Tennis Courts to Replace the West Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,678.16 including NMGR; Funding Provided by the Quality of Life Grant.

ATTACHMENTS:

Description

Advantage Court Quote

David Tetrault
Parks & Recreations
Village of Ruidoso
535 Resort Drive
Ruidoso
NM 88345

January 22nd, 2024

Project: Install 2 new Post Tension Tennis Courts
Project Location: School House Park West Courts, Ruidoso, NM

Scope of Work

- Demolish fence, asphalt, net posts and remove from site
- Prepare subgrade
- Provide dirt work with correct slope
- Install 4" post tension slab with cables 3" on center
- Install 4" to 6" sand for cushion/final grade
- Install 10' fence around perimeter with 4" schedule 40 posts and two gates
- Supply and install ground sleeves, posts, center anchors and nets
- Acid wash surface
- Apply primer to courts
- Apply one coat of acrylic resurfacer with sand
- Apply two coats of acrylic color with sand (two colors from standard range)
- Stripe to USTA standards
- Supply and install 9' windscreen
- **Water supply must be available on site**
- Clean area of all materials

Exclusions

- ADA Ramps
- Temporary Fencing
- Permits (if required)
- Dumpsters (to be provided by The Village)
- Portable Restrooms (to be provided by The Village)
- Final grade around slab
- Engineers
- Architects
- SWPPP
- Shop drawings
- Prevailing Wage Rates

DESCRIPTION OF WORK/GOODS/SUPPLY	TOTAL PRICE
Demolish fence, asphalt, net posts	\$19,820.00
Provide dirt work	\$32,000.00
Install PT cables with 4" concrete	\$111,627.00
Post Tension Installation Oversight Fee	\$25,000.00
Install 4" to 6" sand for cushion/final grade	\$12,000.00
Supply and install 2 sets nets and posts	\$2,500.00
Install 10' fence	\$52,500.00
Acid Wash Courts	\$1,600.00
Prime Courts	\$3,300.00
Surface courts	\$13,500.00
Supply and install 9' windscreen	\$9,450.00
Concrete and compaction testing	\$3,000.00
Overall Supervisor Fee	\$32,000.00
SUB TOTAL	<u>\$318,297.00</u>
Supplemental Insurance	\$2,500.00
GRT Charged on labor only 8.19%	\$15,474.38
SUB TOTAL	<u>\$336,271.38</u>
Performance and Payment Bonds	\$8,406.78
TOTAL	<u>\$344,678.16</u>

Color coating guaranteed for one year from completion date

Gross Receipts Tax is included in the above quotation, charged on labor costs only. These costs do NOT include Prevailing Wage Rates.

Quotation is valid for 30 days.

VOR Page 2 of 2 080823

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 3.

To: Mayor Crawford and Councilors

Presenter(s): Matthew Baird, Parks and Recreation Director
David Tetreault, Assistant Parks and Recreation Director

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the East Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,170.50 including NMGR; Funding Provided by Lodger's Tax Fund.

Item Summary:

Discussion and Possible Action on Purchase of Two New Tennis Courts to Replace the East Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,170.50 including NMGR; Funding Provided by Lodger's Tax Fund.

Financial Impact:

The funds are currently budgeted in the Lodgers' Tax Special Revenue Fund's Capital Projects line item (214-166-53006).

Item Discussion:

This is Part of the School House Park Renovation. Funds for this project have been previously approved by lodgers tax.

Recommendations:

To Approve Purchase of Two New Tennis Courts to Replace the East Tennis Courts at School House Park From Advantage Courts Utilizing BuyBoard #641-21 in the Amount of \$344,170.50 including NMGR; Funding Provided by Lodger's Tax Fund.

ATTACHMENTS:

Description

Advantage Courts Quote

David Tetrault
Parks & Recreations
Village of Ruidoso
535 Resort Drive
Ruidoso
NM 88345

January 22nd, 2024

Project: Install 2 new Post Tension Tennis Courts
Project Location: School House Park East Courts, Ruidoso, NM

Scope of Work

- Demolish fence, asphalt, net posts and remove from site
- Prepare subgrade
- Provide dirt work with correct slope
- Install 4" post tension slab with cables 3" on center
- Install 4" to 6" sand for cushion/final grade
- Install ADA ramps at each gate
- Install 10' fence around perimeter with 4" schedule 40 posts and two gates
- Supply and install ground sleeves, posts, center anchors and nets
- Acid wash surface
- Apply primer to courts
- Apply one coat of acrylic resurfacer with sand
- Apply two coats of acrylic color with sand (two colors from standard range)
- Stripe to USTA standards
- Supply and install 9' windscreen
- **Water supply must be available on site**
- Clean area of all materials

Exclusions

- Temporary Fencing
- Permits (if required)
- Dumpsters (to be provided by The Village)
- Portable Restrooms (to be provided by The Village)
- Final grade around slab
- Engineers
- Architects
- SWPPP
- Shop drawings
- Prevailing Wage Rates

DESCRIPTION OF WORK/GOODS/SUPPLY	TOTAL PRICE
Demolish fence, asphalt, net posts	\$19,820.00
Provide dirt work	\$29,000.00
Install PT cables with 4" concrete	\$111,627.00
Post Tension Installation Oversight Fee	\$25,000.00
Install 4" to 6" sand for cushion/final grade	\$12,000.00
Install ADA ramps	\$2,500.00
Supply and install 2 sets nets and posts	\$2,500.00
Install 10' fence	\$52,500.00
Acid Wash Courts	\$1,600.00
Prime Courts	\$3,300.00
Surface courts	\$13,500.00
Supply and install 9' windscreen	\$9,450.00
Concrete and compaction testing	\$3,000.00
Overall Supervisor Fee	\$32,000.00
SUB TOTAL	\$317,797.00
Supplemental Insurance	\$2,500.00
GRT Charged on labor only 8.19%	\$15,479.10
SUB TOTAL	\$335,776.10
Performance and Payment Bonds	\$8,394.40
TOTAL	\$344,170.50

Color coating guaranteed for one year from completion date

Gross Receipts Tax is included in the above quotation, charged on labor costs only. These costs do NOT include Prevailing Wage Rates.

Quotation is valid for 30 days.

VOR Page 2 of 2 080823

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 4.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Rehabilitation on Geunevere Liftstation, White Mountain Liftstation and Thrill Hill Liftstation through Sole Source by James, Cooke & Hobson, Inc. in the Amount of \$348,265.63 Including NMGRT.

Item Summary:

Discussion and Possible Action on Rehabilitation on Geunevere Liftstation, White Mountain Liftstation and Thrill Hill Liftstation through Sole Source by James, Cooke & Hobson, Inc. in the Amount of \$348,265.63 Including NMGRT.

Financial Impact:

Funds are budgeted in the RJU Enterprise Fund's Capital Outlay - Projects line item (502-220-53006). Available funds total \$491,425.11.

Item Discussion:

Rehabilitation on three (3) lift stations:

Guenevere Lift station- \$159,650.00- 1 LS Pump Duplex Pump Package including the following:

Duplex Flygt Concenter Pumps, 460/3/60, 50' cables, 10HP

Flygt 4" Bases

Pump Lifting Chains, SS, 15'

Guide Rails, 2" SS, 20' Pieces (Field cut to length)

Flygt Float, 40' cable

Submersible Transducer

Control Panel, NEMA 4 Enclosure, 460/1/60, PLC Control, Run Lights, Run Time Meters,

Under/Over Voltage Relays, HOA, Surge Protection

Milliken 4" Plug Valves with Handles

HDL 4" Submersible Ball Check Valves

Mission Autodialer with 1 year Cell Service

Concrete Base with Access Door Installed and Delivered

JCH Assistance with Installation

Lot of 4" piping for field Installation

Delivery in 14-16 weeks

White Mountain Lift Station-\$155,700

LS Pump Duplex Pump Equipment including the following:

6' by 10' Fiberglass Liner with Open Top and Open Bottom

Duplex Flygt Concenter Pumps, 230/3/60, 50' cables, 5.5HP

Flygt 4" Bases

Pump Lifting Chains, SS, 15'

Guide Rails 2" ss, 20' pieces (Field cut to length)

Flygt Float, 40' Cable

Submersible Transducer, 0-5 psi

Floats for High Level

Control Panel, NEMA 4 Enclosure, 230/3/60, PLC Control, Run Lights, Run Time Meters,

Under/Over Voltage Relays, HOA, Surge Protection, Gen Set Plug with 3' Pigtail

Milliken 4" Plug Valves with Handles

HDL 4" Submersible Ball Check Valves

Concrete Base with Access Door Installed and Delivered

Lot of 1/2" Piping for Field Installation

Startup and Testing

Thrill Hill Lift station- \$32,915.63 Tax in the amount of \$415.63 included for labor

LS Pump Duplex Pump Equipment including the following;

Control Panel, NEMA 4X Enclosure, 230/3/60, Float Control, Run Lights, Run Time Meters,

Under/Over Voltage Relays, HOA's

NEMA 4X SS Junction Box

Gen Set Plug with 4 Prong Plug-In

1MPE Probe

Startup & Testing

Recommendations:

To Approve Rehabilitation on Geunevere Liftstation, White Mountain Liftstation and Thrill Hill Liftstation through Sole Source by James, Cooke & Hobson, Inc. in the Amount of \$348,265.63 Including NMGR.

ATTACHMENTS:

Description

Thrill Hill Liftstation Quote

White Mountain Liftstation Quote

Guenevere Liftstation Quote



JAMES, COOKE & HOBSON, INC.

3800 Doniphan Drive El Paso, TX 79922

Phone: 915-581-5458

Fax: 915-581-9242

E-mail: mark.snyder@jchinc.com

January 15, 2024

To: Village of Ruidoso

Attn: Marty Luna

Quotation #: 22-Flygt

Job Name: Thrill Hill LS

Location: Ruidoso, NM

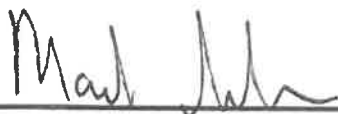
Quotation By: Mark Snyder

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices are based on no Retainage being held by Contractor. Interest shall accrue at .5% per month on past due amounts per month. Freight terms are F.O.B. Ground Freight is included. Any taxes are additional. **Items included are only those listed below.** Please review carefully.

<u>QTY</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
1	LS Pump Duplex Pump Equipment including the following:		\$27,500
	- Control Panel, NEMA 4X Enclosure, 230/3/60, Float Control, Run Lights, Run Time Meters, Under/Over Voltage Relays, HOAs		
	- NEMA 4X SS Junction Box		
	- Gen Set Plug with 4 Prong Plug-In		
	- 1 MPE Probe		
	- Startup and Testing		
1	Assistance with Installation		\$5,000
1	Tax on Labor (88345) 8.3125%		\$415.63
		Total	\$32,915.63

Notes:

1. Delivery in 16-20 weeks
2. Freight is included.


Mark Snyder



JAMES, COOKE & HOBSON, INC.

3800 Doniphan Drive El Paso, TX 79922

Phone: 915-581-5458

Fax: 915-581-9242

E-mail: mark.snyder@jchinc.com

January 15, 2024

To: **Village of Ruidoso**

Attn: **Marty Luna**

Quotation #: **22-Flygt**

Job Name: **White Mountain LS**

Location: **Ruidoso, NM**

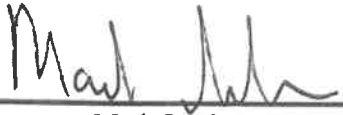
Quotation By: **Mark Snyder**

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices are based on no Retainage being held by Contractor. Interest shall accrue at .5% per month on past due amounts per month. Freight terms are F.O.B. Ground Freight is included. Any taxes are additional. **Items included are only those listed below.** Please review carefully.

<u>QTY</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
1	LS Pump Duplex Pump Equipment including the following:		\$155,700
	<ul style="list-style-type: none">- 6' by 10' Fiberglass Liner with Open Top and Open Bottom- Duplex Flygt Concenter Pumps, 230/3/60, 50' Cables, 5.5 Hp- Flygt 4" Bases- Pump Lifting Chains, SS, 15'- Guide Rails, 2" SS, 20' Pieces (Field Cut to Length)- Flygt Float, 40' Cable- Submersible Transducer, 0-5 psi- Floats for High Level- Control Panel, NEMA 4 Enclosure, 230/3/60, PLC Control, Run Lights, Run Time Meters, Under/Over Voltage Relays, HOA, Surge Protection, Gen Set Plug with 3' Pigtail- Milliken 4" Plug Valves with Handles- HDL 4" Submersible Ball Check Valves- Concrete Base with Access Door Installed and Delivered- Lot of 4" Piping for Field Installation- JCH Assistance with Installation- Startup and Testing		

Notes:

1. **Delivery in 14 -16 weeks**
2. **Freight is included.**
3. **Startup is included but not installation.**
4. **Grout required for annulus of fiberglass liner.**


Mark Snyder



JAMES, COOKE & HOBSON, INC.

3800 Doniphan Drive El Paso, TX 79922

Phone: 915-581-5458

Fax: 915-581-9242

E-mail: mas@jchinc.com

January 15, 2024

To: **Village of Ruidoso**

Attn: **Marty Luna**

Quotation #: **20-Flygt**

Job Name: **Guinevere LS**

Location: **Ruidoso, NM**

Quotation By: **Mark Snyder**

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices are based on no Retainage being held by Contractor. Interest shall accrue at .5% per month on past due amounts per month. Freight terms are F.O.B. Ground Freight is included. Any taxes are additional. **Items included are only those listed below.** Please review carefully.

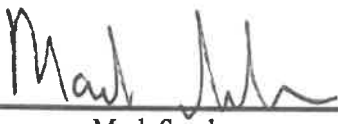
<u>QTY</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
1	LS Pump Duplex Pump Package including the following:		\$159,650
	<ul style="list-style-type: none">- Duplex Flygt Concenter Pumps, 460/3/60, 50' Cables, 10 Hp- Flygt 4" Bases- Pump Lifting Chains, SS, 15'- Guide Rails, 2" SS, 20' Pieces (Field Cut to Length)- Flygt Float, 40' Cable- Submersible Transducer- Control Panel, NEMA 4 Enclosure, 460/1/60, PLC Control, Run Lights, Run Time Meters, Under/Over Voltage Relays, HOA, Surge Protection- Milliken 4" Plug Valves with Handles- HDL 4" Submersible Ball Check Valves- Mission Autodialer with 1 year Cell Service- Concrete Base with Access Door Installed and Delivered- JCH Assistance with Installation- Lot of 4" Piping for Field Installation		

Notes:

1. **Delivery in 14 -16 weeks**
2. **Freight is included.**
3. **Startup is included but not installation.**

502.220.53006
491,425.11

*348,265.63



Mark Snyder

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 5.

To: Mayor Crawford and Councilors

Presenter(s): Joshua Long, Street Department Manager

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Adoption of Resolution 2024-08, a Resolution of Support and Commitment to the Funding of the 2025 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of \$377,965.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2024-08, a Resolution of Support and Commitment to the Funding of the 2025 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of \$377,965.00.

Financial Impact:

The Village's in-kind match is 25% (\$94,491.25) with 75% NMDOT match (\$283,473.75), for total project amount of \$377,965.00.

Item Discussion:

The Village of Ruidoso Street Department is asking for support and commitment for the 2025 MAP Project. The street department plans to use its in-house equipment, labor, & to purchase materials to do drainage rehabilitation/improvements, pavement rehabilitation/improvements, an overlay on roads, and miscellaneous in project area. The streets in the project are: Bonanza Drive, Mooney Court, Mustang Drive, Queen Aire Court, Skylane Road, Travel Aire Road, & West White Mountain Drive.

State's Participation being 75% or \$283,473.75, and the Village of Ruidoso's Contribution being 25% or \$94,491.25.

Recommendations:

To Approve Adoption of Resolution 2024-08, a Resolution of Support and Commitment to the Funding of the 2025 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of \$377,965.00.

ATTACHMENTS:

Description

Resolution 2024-08

Project Map

Estimated Cost Summary

VILLAGE OF RUIDOSO

RESOLUTION 2024- 08

**A RESOLUTION OF SUPPORT & COMMITMENT TO THE FUNDING OF THE
2025 New Mexico Department of Transportation MAP Funding Program**

PREAMBLE

- A. The appearance, maintenance and public safety on the streets within the limits of the Village of Ruidoso is a vital concern to the traveling public in the area.
- B. The project will be Project to add a Drainage Improvements, Pavement Rehabilitation/Improvements, and Miscellaneous to various streets within the project area :Bonanza Drive, Mooney Court, Mustang Drive, Queen Aire Court, Skylane Road, Travel Aire Road, & West White Mountain Drive
- C. The overall cost to the project will be \$ 377,965.00 with the state's participation being 75% or \$ 283,473.75, and the Village of Ruidoso's contribution being 25% or \$ 94,491.25. The Village of Ruidoso shall pay all costs, which exceed the total amount of \$ 377,965.00.
- D. That the Village of Ruidoso has complied with all the guidelines as set forth in the Procedures for Local Government Road Fund Program, as established by the New Mexico State Highway & Transportation Department, for application for funding.
- E. This Resolution authorizes for the Mayor's signature on behalf of the Village Of Ruidoso, to enter into a Cooperative Agreement for the project funding, once awarded by the State.

NOW THEREOFRE BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:

That the Village of Ruidoso certifies that the project is in public right of way and is necessary for the public good and convenience to serve the public and traveling public and in full support of the project with commitment to its 25% matching share.

PASSED, ADOPTED AND APPROVED THIS _____th day of February, 2024

Lynn D. Crawford, Mayor

SEAL

ATTEST:

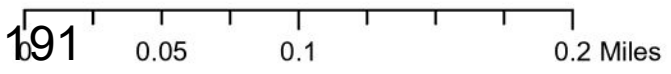
Jini Turri, Village Clerk



Legend

Skin Patch & Overlay

- BONANZA DR 2,747.04 sq. ft.
- MOONEY CT 214.02 sq. ft.
- MUSTANG DR 2,703.06 sq. ft.
- QUEEN AIRE CT 1,154.59 sq. ft.
- SKYLANE RD 1,705.32 sq. ft.
- TRAVEL AIRE RD 2,024.43 sq. ft.
- WHITE MOUNTAIN DR 835.06 sq. ft.
- DBO.Parcels



ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: Village of Ruidoso D0: _____
PROJECT _____

No.: Vendor: 54454

TERMINI: Village will improve Drainage, Pavement Improvements/ Rehabilitation, & Miscellaneous to various streets within the Project area which include: Bonanza Drive, Mooney Court, Mustang Drive, Queen Aire Court, Skylane Road Travel Aire Road, & West White Mountain Drive.

SCOPE OF Pavement Rehabilitation/Improvements, Drainage Rehabilitation/Improvements, & Miscellaneous to various streets
WORK: within the village limits of the Village of Ruidoso.

[illegible]

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 6.

To: Mayor Crawford and Councilors

Presenter(s): Joshua Long, Street Department Manager

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Adoption of Resolution 2024-09, a Resolution for Commitment of Funding from New Mexico Department of Transportation (NMDOT) for the 2025 Municipal Cooperative Funding Program (CO-OP) in the Amount of \$334,365.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2024-09, a Resolution for Commitment of Funding from New Mexico Department of Transportation (NMDOT) for the 2025 Municipal Cooperative Funding Program (CO-OP) in the Amount of \$334,365.00.

Financial Impact:

The Village's in-kind match is 25% (\$83,591.25) with the NMDOT match of 75% (\$250,773.75) for a total project of \$334,365.00.

Item Discussion:

The Village of Ruidoso Street Department is asking for support and commitment for the 2025 CO-OP Project. The department plans to use its in-house equipment, labor, & to purchase materials to do drainage improvements, pavement rehabilitation/improvements, and overlay roads in project area. The Project streets will be : Abbey Place, Black Forest Road, Buckingham Drive, Flume Canyon Drive, King Richard Drive, Lancelot Court, Nottingham Road, Oxford Road, Westbury Drive, Westminster Road, Wimbledon Road, Winchester Road, & Windsor Drive.

State's Participation being 75% or \$250,773.75 and the Village of Ruidoso's Contribution being 25% or \$83,591.25.

Recommendations:

To Approve Adoption of Resolution 2024-09, a Resolution for Commitment of Funding from New Mexico Department of Transportation (NMDOT) for the 2025 Municipal Cooperative Funding Program (CO-OP) in the Amount of \$334,365.00.

ATTACHMENTS:

Description

Resolution 2024-09

Project Map

Cost Summary

VILLAGE OF RUIDOSO

RESOLUTION 2024-09

**A RESOLUTION OF SUPPORT & COMMITMENT TO THE FUNDING OF THE
2025 New Mexico Department of Transportation COOP Funding Program**

PREAMBLE

- A. The appearance, maintenance and public safety on the streets within the limits of the Village of Ruidoso is a vital concern to the traveling public in the area.
- B. The project will improve various roads within the Village by doing drainage improvements, pavement improvements, pavement rehabilitation, & miscellaneous to various streets in project area : Flume Canyon Drive, Wimbleton Road, Black Forest Road, Windsor Drive, Nottingham Road, Buckingham Drive, Winchester Road, Oxford Road, Westbury Drive, King Richard Drive, Westminster Road, Abbey Place, & Lancelot Court.
- C. The Scope of the project will be to Pavement Rehabilitation/Improvements, Drainage Improvements, and miscellaneous improvements to roadways. The Village of Ruidoso will be using in house materials, equipment and labor.
- D. The overall cost to the project will be \$ 334,365.00 with the state's participation being 75% or \$ 250,773.75 and the Village of Ruidoso's contribution being 25% or \$ 83,591.25. The Village of Ruidoso shall pay all costs, which exceed the total amount of \$ 334,365.00.
- E. The Project can be considered as a Phase I and Phase II COOP Project.
- F. That the Village of Ruidoso has complied with all the guidelines as set forth in the Procedures for Local Government Road Fund Program, as established by the New Mexico State Highway & Transportation Department, for application for funding.
- G. This Resolution authorizes for the Mayor's signature on behalf of the Village Of Ruidoso, to enter into a Cooperative Agreement for the project funding, once awarded by the State.

NOW THEREOFRE BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:

That the Village of Ruidoso certifies that the project is in public right of way and is necessary for the public good and convenience to serve the public and traveling public and in full support of the project with commitment to its 25% matching share.

PASSED, ADOPTED AND APPROVED THIS ___ day of _____, 2024

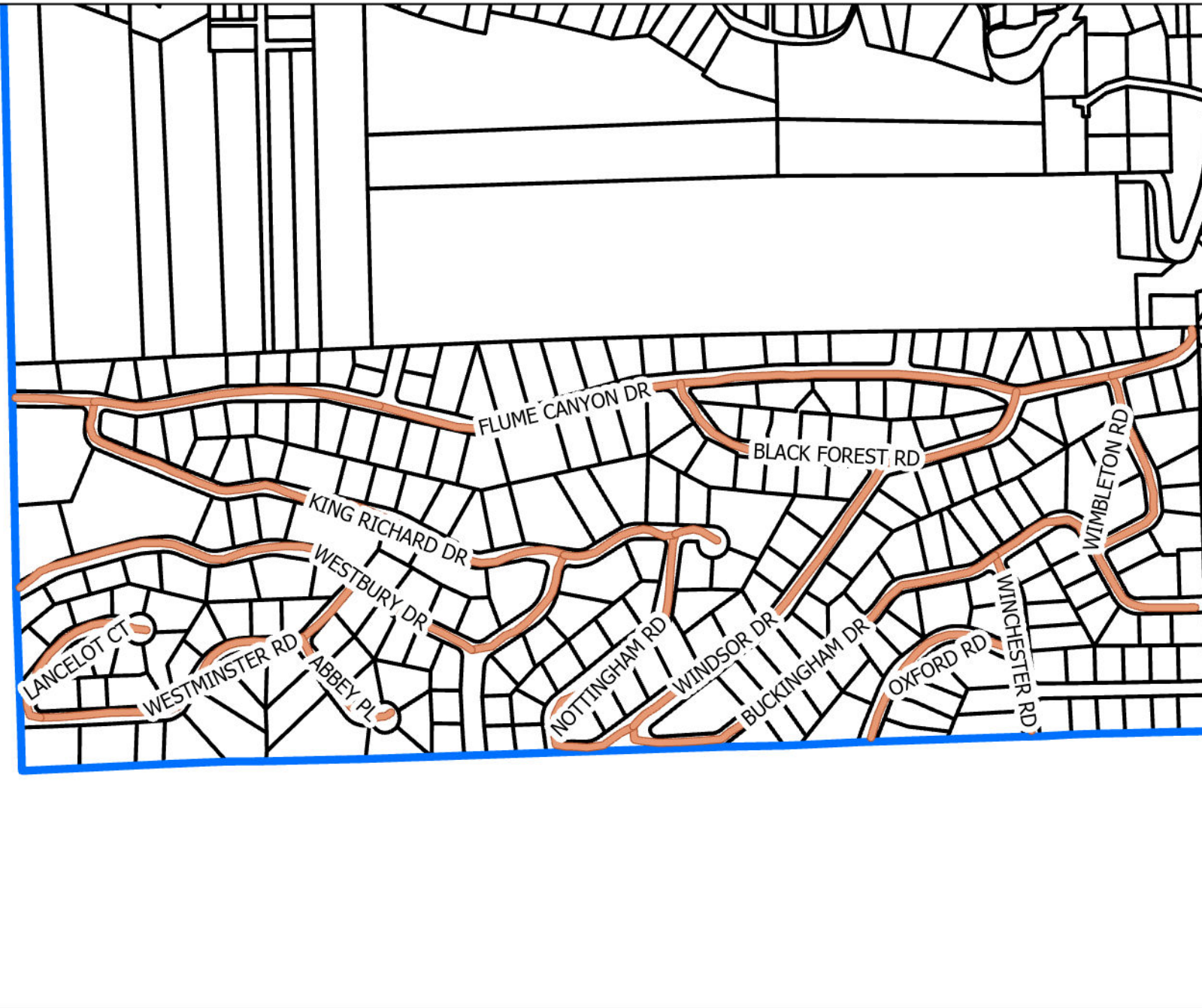
Lynn D. Crawford, Mayor

SEAL

ATTEST:

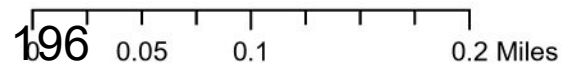
Jini Turri, Village Clerk

2025 CO-OP Project



Legend

COOP ROAD SELECTION	
ABBAY	366.27 ft.
BLACK FOREST	1,083.04 ft.
BUCKINGHAM	1,866.77 ft.
FLUME CANYON	3,473.69 ft.
KING RICHARD	2,051.62 ft.
LANCELOT	431.73 ft.
NOTTINGHAM	671.26 ft.
OXFORD	538.09 ft.
WESTBURY	1,715.73 ft.
WESTMINSTER	1,073.66 ft.
WIMBLETON	505.45 ft.
WINCHESTER	516.14 ft.
WINDSOR	1,149.79 ft.
DBO.VOR_Boundary	
DBO.Parcels	



ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: Village of Ruidoso D0: _____ CN: _____
PROJECT _____

No.: Vendor: 54454

TERMINI: Village will Pave, Patch, do drainage improvements, & Misc. to Various Village Streets in project area:
Flume Canyon Drive, Wimbleton Road, Black Forest Road, Windsor Drive, Nottingham Road, Buckingham Drive
Winchester Road, Oxford Road, Westbury Drive, King Richard Drive, Westminster Road, Abbey Place, &
Lancelot Court

SCOPE OF WORK: Drainage Improvements, Pavement Rehabilitation/Improvements, & Miscellaneous
to various streets within the village limits of the Village Of Ruidoso

[illegible]

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 7.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Director, Water Resource
Adam Sanchez, Director Public Works

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Agreement Between the Village of Ruidoso and Fawn Ridge Property Owners' Association for Continued Access to Water Supply.

Item Summary:

Discussion and Possible Action on Agreement Between the Village of Ruidoso and Fawn Ridge Property Owners' Association for Continued Access to Water Supply.

Financial Impact:

Based on Section 86-31 of the Village of Ruidoso Code of Ordinances, water will be sold to the property owner association at \$66.21/home, which includes 3,000 gallons of consumption. If residential consumption exceeds 3,000 gallons in the billing cycle, applicable commodity charges will be applied.

Item Discussion:

Agreement Between the Village of Ruidoso and Fawn Ridge Property Owners' Association for Continued Access to Water Supply.

Recommendations:

To Approve Agreement Between the Village of Ruidoso and Fawn Ridge Property Owners' Association for Continued Access to Water Supply.

ATTACHMENTS:

Description
Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this ____ Day of _____ 2024, by and between the Village of Ruidoso, a New Mexico municipal corporation, hereinafter called “Village” and the Fawn Ridge Mutual Domestic Water Users Association, Inc., a New Mexico corporation, hereinafter called “Fawn Ridge.”

WITNESSETH:

WHEREAS Fawn Ridge operates a community water system for the benefit of the residents of Fawn Ridge Subdivision, Lincoln County, New Mexico; and

WHEREAS the Fawn Ridge Property Owners’ Association (Fawn Ridge) is a New Mexico Mutual Domestic Water System adjacent to the boundaries of the Village of Ruidoso; and

WHEREAS Fawn Ridge is experiencing a crisis related to the failure of its water wells, which will have serious negative impacts to the residents of Fawn Ridge with potential negative impacts on the residents of the Village of Ruidoso and Lincoln County.

WHEREAS Fawn Ridge is subject to Village of Ruidoso Code of Ordinances Section 86-31, Rates.

NOW, THEREFORE, the Parties agree as follows:

1. Charges to Fawn Ridge for Water: Fawn Ridge shall be charged for water used based upon the Residential Base Rate (Outside Village Limits) \$66.21 per month/home, which includes 3,000 gallons of consumption. If residential water consumption exceeds 3,000 gallons/home in the billing cycle, the following commodity charges will apply.

3,001 to 5,000 gallons	\$6.00 per 1,000 gallons
5,001 to 7,000 gallons	\$7.00 per 1,000 gallons
7,001 to 11,000 gallons	\$14.00 per 1,000 gallons
11,001 to 15,000 gallons	\$20.00 per 1,000 gallons
15,001 to 20,000 gallons	\$30.00 per 1,000 gallons
Over 20,000 gallons	\$42.00 per 1,000 gallons

The agreed rate of water shall be adjusted annually, at the beginning of the fiscal year using the Consumer Price Index (CPI) as calculated and published by the State of New Mexico. At the Village of Ruidoso’s discretion, the water rates can be adjusted based on performance of a study calculating actual costs of Water Production and Distribution.

Fawn Ridge will be charged \$1500.00 for the cost of the meter. This charge will be reflected on the first bill following the effective date of this agreement.

2. The Village will bill, monthly, Fawn Ridge for the water charges owed to the Village as evidence by meter readings. If Fawn Ridge does not pay said charges within the time as prescribed, then water service to Fawn Ridge may be terminated according to the same procedure and conditions as water service to may be terminated to residents of the Village.
3. **Water Conservation:** Fawn Ridge shall be subject to Village of Ruidoso Code of Ordinances Section 86-32 Water Resource Management provisions. In the event that the Governing Body of the Village of Ruidoso declares an emergency based on a water shortage, municipal uses of water within the boundaries of the Village of Ruidoso shall have priority over uses of water agreed to herein.
4. Fawn Ridge shall be responsible for all costs of infrastructure installation, upgrades, maintenance, and any other costs associated with the execution of the terms of this Agreement.
5. Fawn Ridge shall indemnify and hold harmless Ruidoso for any claims resulting under the terms of this Agreement.
6. Either party may terminate this Agreement with or without cause at any time without prior notice.
7. This Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written between the Village and Fawn Ridge regarding the sale of water from the Village to Fawn Ridge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

VILLAGE OF RUIDOSO

FAWN RIDGE PROPERTY
OWNERS ASSOCIATION

Lynn Crawford, Mayor

ATTEST

Jini Turri, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 8.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Director, Water Resource

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Task Order RFP #2023-001P-002, Final Design for Meander and Warrior Drive Culverts with DuBois & King, Inc. for \$105,645 including GRT.

Item Summary:

Discussion and Possible Action on Task Order RFP #2023-001P-002, Final Design for Meander and Warrior Drive Culverts with DuBois & King, Inc. for \$105,645 including GRT.

Financial Impact:

The cost for this task order is \$105,645.00 including GRT and will be paid through the McBride Grant, which is budgeted in the Intergovernmental Grants Special Revenue's line item (218-791-52006).

Item Discussion:

Dubois and King have completed the 60% design. This task order is to complete the design and assist with the procurement of a contractor.

Recommendations:

To Approve Task Order RFP #2023-001P-002, Final Design for Meander and Warrior Drive Culverts with DuBois & King, Inc. for \$105,645 including GRT.

ATTACHMENTS:

Description

Proposal

Task Order



February 2, 2024

Christella Armijo
Water Resource Director
Village of Ruidoso
313 Cree Meadows
Ruidoso, NM 88345

Subject: Gavilan Canyon Road - Final Culvert Design

Dear Christella,

We are pleased to present this proposal for professional engineering services for the final culvert design in Ruidoso. This work is a continuation of the analysis and preliminary design as completed in October 2023. To provide the requested professional services for this phase, DuBois & King, Inc. would propose the following basic scope of services:

SCOPE OF SERVICES- FINAL DESIGN

A. Project Description

Professional Engineering Services for the replacement of culverts as depicted on DuBois & King, Inc. preliminary plans. The culverts that will be advanced to final design and construction are:

1. Meander Drive Culvert
2. Warrior Drive Culvert

Task 1: Project Management:

Objective: Provide effective communication and project coordination with the Village. Perform and implement project management duties during project kickoff, preparation of contract documents, bidding, and construction support to effectively develop and manage the project schedule, and oversee technical staff.

Approach: DuBois & King will provide the following services associated with this task:

1. Initiate final design kick-off meeting with DuBois & King and Village representatives.
2. Final Meeting: Six (6) informal meetings are anticipated to review Ruidoso's contract requirements. These meetings will be virtual. Other project management responsibilities to be completed under this task include management of technical staff, project accounting, scheduling and budget tracking, and maintenance of files.

Deliverables: Meeting minutes in the form of an email or memorandum prepared by D&K.

Task 2: Data Acquisition and Field Reconnaissance

Objective: Based upon preliminary design, an allocation has been made for supplemental topographic field confirmation of existing conditions for these sites.

Assumptions: The Village will provide relevant drawings, reports, studies for existing and proposed development, and known infrastructure conditions. All subsurface utilities will be depicted based on best available information provided by the utility owner. No subsurface utility location services have been provided.

Deliverables: Updated existing conditions drawings with supplemental information.

Task 3: Hydrologic & Hydraulic Analysis

Objective: DuBois & King will utilize hydrologic & hydraulic analysis performed during preliminary phases for final design/configuration of culverts. Additional analysis is not anticipated or provided.

Deliverables: Final design modifications to preliminary design culverts.

Task 4: USCOE Permitting Exhibits

Objective: DuBois & King will prepare site plan exhibit indicating permanent and/or temporary impacts within waters of the US for the two culverts.

Assumptions: Village of Ruidoso will prepare USACOE application including required environmental, archaeological, historic impact reviews as necessary.

Deliverable: Two (2) USACOE plan exhibits

Task 5: Final Design Services

Objective: DuBois & King will prepare construction drawings to include a cover sheet, survey and project control, plan and profile, traffic control plan, erosion and sedimentation plan with BMPs, and construction details supported on a 24"x36" sheet. DuBois & King will prepare an opinion of probable cost associated with each crossing.

Approach: DuBois & King will utilize the data collected within Tasks 1 through 4 and the modifications made as part of the Preliminary Engineering Design review and comment process to generate final contract documents for review.

Deliverables:

1. Prepare Final Construction Drawings.
2. Prepare Final Contract Documents and Specifications.
3. Provide Engineers Final Opinion of Probable Cost.

Task 6: Contract Documents

Objective: Contract Plans & technical specifications would be developed addressing review by the Village of Ruidoso to be used for bidding and construction.

Deliverables: Contract drawing and technical specifications for one (1) construction contract. Front end documents based upon Village of Ruidoso documents or utilization of EJDC documents.

Task 7: Bidding Services

Objective: DuBois & King will provide bidding administration services during the initial phases of construction contractor selection. This will include consultation on civil and permitting/approval matters, and addressing questions from bidders.

Approach: DuBois & King will assist the Village with the preparation of documents and arrange for bid solicitation through the Village. We will respond to questions, prepare an addenda as necessary, receive bid submissions, prepare a bid tabulation, review the apparent low bid, make a recommendation for contract award, and assist with the contract formation for construction startup.

Deliverables:

1. Assist the Village with the development of the Construction Contract based on the EJCDC templates.
2. Assist the Village in calling for bids, tabulating bids, and furnishing a recommendation on the award of the construction contract.

Task 8: Construction Services

Services to be performed under a supplemental agreement.

Task 9: Construction Observation

Services to be performed under a supplemental agreement.

UNDERSTANDING OF THE BASIC SCOPE OF SERVICES

We have made the following assumptions within the Proposal.

1. Lincoln county and the Village of Ruidoso have access rights to work areas and no additional ROW acquisitions will be required for permanent and/or temporary work.
2. A boundary survey will not be required.
3. The local permitting will not require unusual, elaborate or lengthy design, calculations, or meeting attendance beyond those listed above.
4. There will be no hazardous material mitigation required.
5. Attendance at pre-bid meeting if required will be virtual. Bid attendance by D&K will not be required.

6. Concrete pre-castor will provide NM stamped structural drawing and associated calculations for the culverts and wingwalls.

EXCLUSIONS

We have made the following exclusions within the Proposal.

1. Permit and recording fees,
2. Full Time Construction Observation. It is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.
3. Printing of Bid Documents.
4. Identification of and recommendations for proper disposal of hazardous materials and/or underground storage tanks

COMPENSATION FOR BASIC SERVICES

The Client shall reimburse Engineer for Basic Services in the following manner: Our lump sum fee for our professional engineering services is as described below. Invoices will be submitted monthly based on actual man-hours spent to date. Our fee can be divided as follows:

Tasks 1-6	\$ <u>105,645</u>
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We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact me at (802) 792-7225.

Very truly yours,
DUBOIS & KING, INC.



David Conger, P.E.
Director / Vice President

DuBois & King, Inc. - Cost Proposal

Village of Ruidoso - Bridge & Culvert Replacement

[illegible]

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
DUBOIS & KING, INC.
FY 2024**

1. Task Order Number: RFP#2023-001P-02

2. Title: Final Design for Meander and Warrior Drive Culverts

3. Location: Gavilan Canyon in Ruidoso, NM

4. Scope of Services Required: Complete design for Meander Drive and Warrior Drive Culverts.

5. Project Number: GCIP23001

80 Village Contact: Christella Armijo

90 DuBois & King Contact: David Conger

:0 Performance Time: February 2024 - Completion of Project

10. Estimated Cost: \$105,654 including NM gross-receipts tax

11. Attachments: Gavilan Canyon Road - Final Culvert Design - Cost Proposal

12. The parties hereto executed the original Task Order on: (date) _____

Village of Ruidoso

DuBois & King, Inc.

Lynn D. Crawford, Mayor

David Conger, P.E., Vice- President

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 9.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Task Order A, Awarded through RFP #2024-002P with Armstrong Consultants, Inc. (Engineer) For Pavement Rehabilitation of Parallel Taxiway A, in the Amount of \$81,573.38, Including NMGR.

Item Summary:

Discussion and Possible Action on Task Order A, Awarded through RFP #2024-002P with Armstrong Consultants, Inc. (Engineer) For Pavement Rehabilitation of Parallel Taxiway A, in the Amount of \$81,573.38, Including NMGR.

Financial Impact:

Cost of the Project will be \$81,573.38 with the Federal Aviation Administration (FAA) being 90% or \$73,416.04, New Mexico Department of Transportation (NMDOT) Aviation Division being 9% or \$7,341.60 and the Village of Ruidoso's Contribution Being 1% or \$815.74.

Item Discussion:

Task Order A with Armstrong Consultants, Inc. (Engineer) For Pavement Rehabilitation of Parallel Taxiway A, in the Amount of \$81,573.38, Including Gross Receipts Tax. Cost of the Project will be \$81,573.38 with the Federal Aviation Administration (FAA) being 90% or \$73,416.04, New Mexico Department of Transportation (NMDOT) Aviation Division being 9% or \$7,341.60 and the Village of Ruidoso's Contribution Being 1% or \$815.74.

Recommendations:

To Approve Task Order A, Awarded through RFP #2024-002P with Armstrong Consultants, Inc. (Engineer) For Pavement Rehabilitation of Parallel Taxiway A, in the Amount of \$81,573.38, Including NMGR.

ATTACHMENTS:

Description

Task Order A

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 13, 2024**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on January 1, 2024, between **VILLAGE OF RUIDOSO (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Sierra Blanca Regional Airport; Ruidoso, New Mexico

3. **WORK PROGRAM** – Attached

Element 1 – *Parallel Taxiway A (Approximately 450,000 sf), Connector Taxiway A1 (Approximately 15,000 sf) and Apron (Approximately 280,800 sf) (Crack Seal and Seal Coat)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development	\$5,000.00
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Element 1 – Design

Preliminary Design	\$12,000.00
Final Design	\$5,000.00

Element 1 – Bidding Services	\$4,000.00
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Element 1 – Construction Period Services

Construction Administration Services	\$2,000.00
Construction Inspection Services	\$39,900.00

Element 1 – Project Closeout	\$5,000.00
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Element 1 – Special Services

Armstrong	\$2,500.00
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Engineering Total	\$75,400.00*
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*Plus NMGR 8.1875%

SPONSOR:
VILLAGE OF RUIDOSO

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Lynn D. Crawford, Mayor

Christopher Nocks, Western Division Lead

**SCOPE OF WORK
SIERRA BLANCA REGIONAL AIRPORT
AIP NO. 3-35-0052-032-2024**

ELEMENT #1 PARALLEL TAXIWAY A, CONNECTOR TAXIWAY A1 AND APRON (*Crack Seal and Seal Coat*)

1. The climate in Ruidoso undergoes high temperatures in the summer with winter lows in the teens and snow. Ruidoso experiences high winds which can accelerate the oxidation of the pavement surface. The pavement also experiences the freeze/thaw cycle on a yearly basis. The intent of this project is to keep the surfaces flexible allowing for longer life span. This work will consist of performing pavement preservation on the airport pavements. Markings will be removed, and cracks will be routed, cleaned out, and filled with crack seal. Following the crack sealing, a rejuvenating seal coat will be applied, the pavement markings will be repainted and Type I, gradation A glass beads will be applied.
 - 1.1. Crack sealing will consist of applying crack sealant meeting ASTM D6690 specifications in all cracks greater than 1/8 inch in width. Cracks 1/8 inch to 1/2 inch in width will be routed prior to applying crack sealant. Cracks wider than 1/2 inch will not be routed but will be cleaned and prefilled with sand or other approved material to within 1 1/2 inches below the pavement surface prior to placement of crack sealant. Cracks wider than 1 1/2 inches may be sealed with an approved hot applied crack repair mastic. All cracks will be sealed to within 1/4 inch below the pavement surface.
 - 1.2. Seal coating will consist of applying emulsified asphalt seal coat meeting P-608 specifications per FAA AC 150/5370-10G. Sand will be applied to the runway in accordance with the specification. The Contractor will be required to perform friction testing in accordance with P-608.
 - 1.3. New pavement markings will be designed to meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces. Any existing markings that do not meet FAA AC 150/5340-1M requirements will either be removed prior to seal coating or will be perpetuated based on the guidance received from the FAA Program Manager and Sponsor.

Estimated Construction Cost (Element 1) is:	\$800,000
Estimated Construction Cost – Parallel Taxiway A:	\$500,000
Estimated Construction Cost – Connector Taxiway A1:	\$50,000
Estimated Construction Cost – Apron:	\$250,000

Estimated Construction Period is:	21 days ¹
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Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$1,900/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Update the FAA Overall Development Objective (ODO) as required.
6. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey is not required for this project.
2. A geotechnical investigation is not required for this project.

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Assist with uploading the project information into the NM Aviation Airport IQ system.
5. Assist the Sponsor in obtaining a Workforce Solution Project number for the project.
6. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations, grading, drainage, and pavement cross sections.
7. No pavement section design is required for this project.
8. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA
 - b. Verify existing ALP dimensions and data.
9. Evaluate local conditions:
 - a. Inventory local material suppliers, sources, and capabilities.
 - b. Evaluate drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data.
 - d. Review existing electrical system layouts and determine system requirements.
 - e. Review available record drawings of the project site.
 - f. Conduct one (1) design site visit by the Project Engineer for familiarity with the site.
10. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Removals Plan	6 Sheets
d	Marking Layout and Details	4 Sheets
e	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		14 Sheets

Drawings may be added or deleted during the design phase if required.

11. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during

the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

12. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-608	Emulsified Asphalt Seal Coat
Item P-610	Concrete for Miscellaneous Structures
Item P-620	Runway and Taxiway Marking

The added technical specifications for Element 1 may include but not be limited to the following items:

Item S-2	Removals
Item S-6	Watering
Item S-601	Crack Sealing

13. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
14. Prepare and submit FAA design Modifications to Standards.
15. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.
16. Project Management and Administration. Project management and administration includes coordination between Armstrong staff, Sponsor, State, and FAA that aren't related to a specific task but are essential to the project process. This work includes:

- a. Weekly design and progress meetings with design staff.
- b. Design related coordination and updates with Sponsor, State, and FAA. This includes but is not limited to monthly board meeting attendance and reports.
- c. Drafting project correspondence for Sponsor's use in coordination with State and FAA.
- d. Perform the business aspects of the project.
- e. Perform the grant administration for the project.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.

8. Submit 95% design review package to the FAA, State, and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Senior Project Manager and Project Engineer to field verify project plans and specifications and to attend a user meeting to discuss the project.
11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA, State, and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA, State, and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA, State, and Sponsor.
12. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425
13. Project Management and Administration. Project management and administration includes coordination between Armstrong staff, Sponsor, State, and FAA that aren't related to a specific task but are essential to the project process. This work includes:
 - a. Weekly design and progress meetings with design staff.
 - b. Design related coordination and updates with Sponsor, State, and FAA. This includes but is not limited to monthly Town Council meeting attendance, progress reports.
 - c. Drafting project correspondence for Sponsor's use in coordination with State and FAA.
 - d. Perform the business aspects of the project.
 - e. Perform the grant administration for the project.

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.

3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Project Manager and Engineer.
4. Attend bid opening at the location date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Prepare and submit a Workforce Solution Project Notice of Award form.
3. Provide Sponsor, State, and FAA with a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy of the Contract Documents, Specifications, and Construction Plans, complete with all addenda.
4. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
5. Conduct pre-construction conference.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.

7. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
8. Construction Site Visits. This item includes one (1) additional trip for Element 1 to the job site for on-site clarification by the Project Manager and Engineer.
9. Prepare change orders and supplemental agreements, if required, including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
10. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA and State payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system and the State process.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full-time resident inspector to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, State, and Sponsor.
4. Conduct final project inspection with the Sponsor, FAA, State, and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271.
2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive one electronic copy of the record drawings.

3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that are not considered “basic” services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Update/Develop the Sponsor’s DBE Plan
 - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
 - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
 - d. Advertise developed DBE goal.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 10.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Village Manager

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Evaluation Committee's Recommendation of Non-Award of RFP #2024-005P Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units.

Item Summary:

Discussion and Possible Action on Evaluation Committee's Recommendation of Non-Award of RFP #2024-005P Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units.

Financial Impact:

None.

Item Discussion:

Approval of Evaluation Committee's Recommendation of Non-Award of RFP #2024-005P Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units.

The proposals received were responsive, however the available homes didn't have the aesthetics the Village is looking for or were logistically challenging.

Recommendations:

To Approve Evaluation Committee's Recommendation of Non-Award of RFP #2024-005P Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units.

ATTACHMENTS:

Description

Evaluation Report

EVALUATION COMMITTEE REPORT	
RFP TITLE	Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units that Range Between 2-3 Bedrooms
RFP NUMBER	2024-005P
DATE OF REPORT	2/7/24
AUTHOR	Andrea Nejerres, Purchasing Agent/Capital Projects Coordinator
AUTHOR	575-258-4343 Ext. 1082
PHONE/EMAIL	purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

- written by the purchasing lead or designee,
- approved by the evaluation committee,
- signed by the evaluation committee,
- And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of this RFP is to Enter Into a Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units that Range Between 2-3 Bedrooms via Request for Proposals (RFP) #2024-005P.

The Village of Ruidoso is conducting a multi-award RFP for a Master Agreement with a Qualified Manufacturer and/or Direct Purchase for Onsite Delivery, Set Up, Layout, and Design of Modular Housing Units that Range Between 2-3 Bedrooms. It is anticipated that the award under this RFP will result in a Contract for Goods and Services for an initial term of one-year with the option to renew for up to three (3) additional one-year terms/length of project.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Michael Martinez, Deputy Village Manager assisted in developing the proposal specifications for this procurement.

Legal Ads were placed in three (3) newspapers on January 12, 2024 in the Ruidoso News, Las Cruces Sun News, and Albuquerque Journal. The advertisement was also posted on the Village website.

Seven (7) firms drew down on the RFP from the Village of Ruidoso website.

A non-mandatory pre-proposal conference was held on 1/22/24 at the Council Chambers and then on site at 603 Mechem, Ruidoso. Five (5) companies attended: YMC, Inc. dba Young Homes, Sturdy Homes Ltd, Co., J&H Services, Inc., SLSCO LTD, Champion Commercial.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: J&H Services, Inc. and Sturdy Homes Ltd. Co.

Two (2) addendums were issued as follows:

- Addendum #1 was issued on 1/18/24 to change the title and scope of the RFP to include “and/or Direct Purchase.”
- Addendum #2 was issued on 1/24/24 to answer questions and remove 1 bedroom units.

Proposal Submission Deadline was 2/5/24 @ 10:00 am.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Three (3) Proposals were received to be evaluated:

- Sturdy Homes Ltd. Co.
- YMC, Inc. dba Young Homes
- J&H Services, Inc.

The committee discussed the responses of each evaluation criteria provided, then collectively scored the proposal for:

1. Experience Working With Similar Projects and Master Agreements (25 Points)
2. Total Years of Experience (25 Points)
3. Capacity and Capability of the Offeror to Deliver Modular Homes (25 Points)
4. Listing of References (25 Points)
5. Cost Response (25 Points)

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Michael Martinez	Village of Ruidoso – Deputy Village Manager
Samantha Serna	Village of Ruidoso – Community Development Director
Adam Sanchez	Village of Ruidoso – Public Works Director
Levi Beaty	Village of Ruidoso – Project Manager
John Russell	Village of Ruidoso – Project Manager

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)

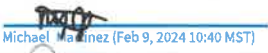

Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	2/5/24	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentiality Agreement. Discussed the evaluation criteria and score sheet. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	2/7/24	Committee met, discussed, and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposals received were responsive, however the available homes didn't have the aesthetics the Village is looking for or were logistically challenging.

The Evaluation Committee recommends the rejection of all proposals.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Michael Martinez	agree	 Michael Martinez (Feb 9, 2024 10:40 MST)	02/09/24
Samantha Serna	Agree		2/8/24
Adam Sanchez	Agree		2-8-24
Levi Beaty	Agree		2/8/24
John Russell	Agree		2/8/24

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 11.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager

Meeting Date: February 13, 2024

Re: Discussion and Possible Action on Agreement with Homespot through Cooperative Educational Services (CES) Contract 2023-21-C111-ALL for the Purchase of Two Bedroom and Three Bedroom Champion Modular Units to be Placed at 603 Mechem for Workforce Housing; Unit Cost is Under Negotiation between the Vendor and the Manufacturer Due to the Number of Units being Purchased; Funding for the Units Provided by Grant Appropriation 23-H5043-5.

Item Summary:

Discussion and Possible Action on Agreement with Homespot through Cooperative Educational Services (CES) Contract 2023-21-C111-ALL for the Purchase of Two Bedroom and Three Bedroom Champion Modular Units to be Placed at 603 Mechem for Workforce Housing; Unit Cost is Under Negotiation between the Vendor and the Manufacturer Due to the Number of Units being Purchased; Funding for the Units Provided by Grant Appropriation 23-H5043-5.

Financial Impact:

Funding for the units is provided by a legislative appropriation (23-H5043-5) in the amount of \$3,000,000.00. The funds will be budgeted in the Affordable Housing Enterprise Fund's Capital Outlay - Projects line item (507-520-53006).

Item Discussion:

Agreement with Homespot on Cooperative Educational Services (CES) Contract 2023-21-C111-ALL for the Purchase of Three Bedroom and Two Bedroom Champion Modular Units to be Placed at 603 Mechem for Workforce Housing; Unit Cost is Under Negotiation between the Vendor and the Manufacturer Due to the Number of Units being Purchased; Funding for the Units Provided by Grant Appropriation 23-H5043-5.

Recommendations:

To Approve Agreement with Homespot through Cooperative Educational Services (CES) Contract 2023-21-C111-ALL for the Purchase of Two Bedroom and Three Bedroom Champion Modular Units to be Placed at 603 Mechem for Workforce Housing; Unit Cost is Under Negotiation between the Vendor and the Manufacturer Due to the Number of Units being Purchased; Funding

for the Units Provided by Grant Appropriation 23-H5043-5.

ATTACHMENTS:

Description

Quote



CITY OF RUIDOSO CHAMPION 3 BEDROOM HUD

Type of Home		sq ft	1477	
Modular		Heat sq ft	1387	
	rate	factor	Measurem	Job total
Home price				\$166,643.69
Per diem	\$ 95.0000	Personel	5	\$ 19,000.00
		Days	40	
Mileage	\$ 0.5063	Vehicles	2	\$ 2,673.26
		Trips	8	
		Miles per trip	330	
Travel Time	\$ 30.00	Personel	5	\$ 6,600.00
		Trips	8	
		Hrs	6	
Design Services	\$ 75.9375	Hrs	3	\$ 227.81
Project Manager	\$ 65.8125	Hrs	10	\$ 658.13
State fee	\$ 117.00	each	1	\$ 117.00
FHA approved foundation with block/brick	\$ 10.35	sq ft	1477	\$ 15,286.95
Based on concrete at \$150 a yard				
Concrete currently \$173 a yard	\$ 23.00	per yard	25	\$ 575.00
HUD home set full tape and texture	\$ 8.69	sq ft	1477	\$ 12,835.13
water line	\$ 67.50	Linear ft	50	\$ 3,375.00
sewer line	\$ 85.50	Linear ft	50	\$ 4,275.00
Based off of coming from meter and going to sewer tap on property edge				
Installation of gas line and connection	\$3,000.00		1	\$ 3,000.00
Based on 50ft or less \$15 for every foot over				
200 amp electric service	\$3,690.00	each	1	\$ 3,690.00
Pedastool	\$ 390.00	each	1	\$ 390.00
Drive charge for electric	\$ 0.50	mile	330	\$ 166.19
Electric based on supply source at edge of property				
Refridgerated ac unit	\$5,600.00	each	1	\$ 5,600.00
sub total				\$245,113.16
Bond	4.50%			\$ 11,030.09
Pre tax total				\$256,143.25
Sales Tax	8.1875%			\$ 20,971.73
Total with Tax				\$277,114.98
Cost per sq ft				\$ 199.79

Client responsible for furnishing proof of tax exemption, tax will be included until proof is provided

