

**VILLAGE OF RUIDOSO  
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, September 3, 2024 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Approval of Certificate of Destruction #2024-004.
2. Discussion on Adoption of Resolution 2024-40, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for Fiscal Years 2026-2030.
3. Discussion on Approval to Request a Public Hearing on October 8, 2024, for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), 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.
4. Discussion on Amendment to Resolution 2024-33, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Redrilling of Hollywood Well for Fiscal Year 2025 in the Amount of \$763,597.23; the Village of Ruidoso will Provide a Local Match of \$40,189.33 for a Total Project Cost of \$803,786.56.
5. Discussion on Amendment to Resolution 2024-31, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design for Fiscal Year 2025 in the Amount of \$250,000.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$237,500.00.
6. Discussion on Amendment to Resolution 2024-32, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Two Rivers Raw Water Intake and Transmission Line for Fiscal Year 2025 in the Amount of \$5,100,000.00; the Village of Ruidoso will Provide a Local Match of \$900,000.00 for a Total Project Cost of \$6,000,000.00.
7. Discussion on Amendment to Resolution 2024-34, a Resolution Authorizing and

Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Design and Construction of Tank Restoration Phase III for Fiscal Year 2025 in the Amount of \$5,144,298.48; the Village of Ruidoso will Provide a Local Match of \$907,817.38 for a Total Project cost of \$6,052,115.86.

8. Discussion on Adoption of Resolution 2024-39, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of \$3,645,695, Including a Loan in the Amount of \$546,855 for Country Club Subdivision Waterline Replacement.
9. Discussion on Agreement with EcoServants, Inc. for Professional Services for Community Partnership Improvement Projects and Services, in the Amount of \$12,400.00, Including NMGRT.
10. Discussion on Purchase of a 2025 Chevrolet Silverado MD 5500 Landscaping Truck with Dump Bed From Tillery Chevrolet Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$99,810.00.
11. Discussion on Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.
12. Discussion on Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members.

#### ADJOURN.

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

Jini S. Turri, MMC, Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** September 3, 2024

**Re:** Discussion on Approval of Certificate of Destruction #2024-004.

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### **Item Summary:**

Discussion on Approval of Certificate of Destruction #2024-004.

### **Financial Impact:**

None.

### **Item Discussion:**

Approval to destroy records listed in Certificate of Destruction #2024-004 that have reached their retention period.

### **Recommendations:**

To Discuss Approval of Certificate of Destruction #2024-004.

### **ATTACHMENTS:**

Description

Certificate of Records Destruction No. 2024-004



## **CERTIFICATE OF RECORDS DESTRUCTION NO. 2024-004**

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 10th day of September 2024.

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Lynn D. Crawford – Mayor

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Jini S. Turri, MMC, Village Clerk

## Attachment "A"

<b>Records No.</b>	<b>Record Series Name</b>	<b>Description</b>	<b>Retention Period</b>	<b>Dept.</b>
18.10.002	Arrest Reports - Adults	Arrest Records 1988-2014	5 years after date of arrest	Police
18.10.017	Incident Reports - Adults	Incident Reports 1988-2014	5 years after date of incident	Police
18.07.006	Building Inspection Files	Temporary work permits issued to build or modify structures or property 1992-1993	10 years after issued	Community Development
18.06.012	Liquor Licenses	Records concerning the issuance of municipal liquor licenses for the following closed establishments: Dream Catcher: 2007-2020 Noisy Water Mid-Town Market: 2015-2020 Glencoe Distillery: 2017-2021 Thriftway Supermarket: 1994-2022 Vinnie's Italian Cucina: 2017-2022 Great Wall of China: 1993-2022 Lando's Place: 2019 Enchanted Pine: 2015-2020 Sacred Grounds: 2011-2020	3 years after close of fiscal year in which license issued or upon closing of establishment	Clerk

		River Café: 2019-2020 Enchanted Brew, LLC: 2019-2021		
18.06.012	Liquor Licenses	Public Celebration Liquor Permits 2012 & 2015 through 2020	3 years after close of fiscal year in which license issued	Clerk

18.06.013	Meetings – Agendas	Council Meeting Agenda Packets Jan. 2019-2020 Meeting Notices- Lodger’s Tax Committee: May, 2022 Watershed Advisory Committee: May - Aug. 2022 Retired Senior Volunteer Program: July, 2022 Library Board: May - Sept. 2022 Utilities Committee: Mar-Sept, 2022 DWI Planning Committee: Sept. 2022 Parks & Recreation: May, July & Aug. 2022 Keep Ruidoso Beautiful: Apr, May, July-Sept. 2022	After next meeting date but no longer than 2 years after meeting date	Clerk
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18.03.001	Accounts Payable	Invoices from John Underwood and Zach Cook for Professional Legal Services: 2004-2005	3 years after audit report	Finance
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# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 2.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** September 3, 2024

**Re:** Discussion on Adoption of Resolution 2024-40, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for Fiscal Years 2026-2030.

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### **Item Summary:**

Discussion on Adoption of Resolution 2024-40, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for Fiscal Years 2026-2030.

### **Financial Impact:**

None.

### **Item Discussion:**

The ICIP is updated annually with input from Village of Ruidoso staff and the public. Each Department Director has weighed in on their respective projects and two public meetings have been held to gain input.

The Governing Body ranks the projects prior to submission to the State of New Mexico Department of Finance and the projects are submitted with a supporting resolution.

### **Recommendations:**

To Discuss Adoption of Resolution 2024-40, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for Fiscal Years 2026-2030.

### **ATTACHMENTS:**

Description

Resolution 2024-40

Project Summary



**VILLAGE OF RUIDOSO  
RESOLUTION 2024-40**

**ADOPTING THE INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR FISCAL  
YEARS 2026-2030**

**WHEREAS**, the Village of Ruidoso recognizes that the financing of Public Capital Projects has become a major concern in New Mexico and nationally; and

**WHEREAS**, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS**, systemic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS**, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:**

1. The municipality has adopted the attached Infrastructure Capital Improvement Plan for fiscal years 2026-2030; and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure; and
3. This Resolution supersedes Resolution 2023-26.

**PASSED, ADOPTED, AND APPROVED** on this 10th day of September, 2024.

**By:** \_\_\_\_\_  
Lynn D. Crawford, Mayor

**(SEAL)**

**Attest:** \_\_\_\_\_  
Jini Turri, Village Clerk

# Infrastructure Capital Improvement Plan FY 2026-2030

## Ruidoso Project Summary

ID	Year	Rank	Project Title	Category	Funded	2026	2027	2028	2029	2030	Total	Amount	Phases?
					to date						Project	Not Yet	
35929	2026	001	Workforce Housing	Facilities - Housing-Related Cap Infrastructure	3,980,000	1,000,000	800,000	3,200,000	0	0	8,980,000	5,000,000	Yes
29754	2026	002	Bridge Replacement Projects- FEMA	Transportation - Highways/Roads/Bridges	1,657,082	6,000,000	6,547,736	3,160,036	0	0	17,364,854	15,707,772	Yes
25415	2026	003	Street & Drainage Improvements	Transportation - Highways/Roads/Bridges	0	5,000,000	3,000,000	0	0	0	8,000,000	8,000,000	Yes
25154	2026	004	Sewer Line Rehabilitation-FEMA	Water - Wastewater	30,665,984	10,400,000	9,500,000	10,100,000	0	0	60,665,984	30,000,000	Yes
33167	2026	005	Sewer Line Extensions	Water - Wastewater	0	4,000,000	0	0	0	0	4,000,000	4,000,000	No
38444	2026	006	Water & Sewer Line Extensions, Streets & Drainage	Other - Utilities (publicly owned)	0	5,000,000	5,000,000	5,000,000	5,000,000	0	20,000,000	20,000,000	Yes
38492	2026	007	Upper Canyon Surface Diversion Renovation	Water - Water Supply	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
26248	2026	008	Removal of Trees and Water Shed Improvements	Other - Other	782,000	500,000	200,000	200,000	218,000	0	1,900,000	1,118,000	Yes
25434	2026	009	Drainage Improvements & Flood Mitigation	Water - Storm/Surface Water Control	0	570,000	3,895,000	0	0	0	4,465,000	4,465,000	Yes
38495	2026	010	Rio Ruidoso Restoration/Flood Hazard Mitigation	Water - Storm/Surface Water Control	0	4,000,000	0	0	0	0	4,000,000	4,000,000	Yes
23665	2026	011	Alto Dam Compliance & Improvements	Water - Other	0	750,000	750,000	500,000	8,500,000	10,250,000	20,750,000	20,750,000	Yes
34630	2026	012	US 70/NM48(Sudderth Dr.) High T	Transportation - Highways/Roads/Bridges	0	6,500,000	12,750,000	0	0	0	19,250,000	19,250,000	Yes

## Infrastructure Capital Improvement Plan FY 2026-2030

43295	2026	013	Ruidoso Bridge & Culvert Replacement Projects	Transportation - Highways/Roads/Bridges	0	1,225,000	6,525,000	0	0	0	7,750,000	7,750,000	No
37400	2026	014	Wingfield Park Improvements	Other - Other	0	8,200,000	4,000,000	0	0	0	12,200,000	12,200,000	No
34222	2026	015	White Mountain Outdoor Recreation Complex	Facilities - Other	0	365,876	11,000,000	5,000,000	5,000,000	0	21,365,876	21,365,876	Yes
26250	2026	016	Two Rivers Raw Water Line Intake Project	Water - Water Supply	0	6,478,179	0	0	0	0	6,478,179	6,478,179	No
40169	2026	017	Sidewalk & Lighting Improvements of Sudderth Drive	Transportation - Bike/Pedestrian/Equestrian	100,000	2,200,000	0	0	0	0	2,300,000	2,200,000	No
39247	2026	018	Outdoor Recreation Infrastructure	Other - Other	0	500,000	4,500,000	0	0	0	5,000,000	5,000,000	No
42118	2026	019	Parks and Recreation Master Plan	Economic Development	0	100,000	0	0	0	0	100,000	100,000	No
41547	2026	020	Event/ Emergency Center	Facilities - Fire Facilities	0	26,596,472	0	0	0	0	26,596,472	26,596,472	No
42116	2027	001	Pump Track and Skate Park Infrastructure	Economic Development	0	0	50,000,000	0	0	0	50,000,000	50,000,000	No
27932	2027	002	Park Signage Project	Other - Other	0	0	250,000	0	0	0	250,000	250,000	No
39250	2027	003	Renewable Energy at Village Facilities	Facilities - Administrative Facilities	0	0	1,000,000	1,000,000	0	0	2,000,000	2,000,000	No
29870	2027	004	Community Recreation & Trail Improvements	Transportation - Bike/Pedestrian/Equestrian	0	0	3,000,000	0	0	0	3,000,000	3,000,000	No
31214	2027	005	Ruidoso Recreation Center	Facilities - Other	0	0	20,500,000	0	0	0	20,500,000	20,500,000	No
36018	2027	006	Solar Infrastructure Improvement Project	Water - Wastewater	0	0	1,967,000	0	0	0	1,967,000	1,967,000	No
35937	2027	007	Broadband/Fiber Connectivity	Other - Utilities (publicly owned)	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
37401	2027	008	Parking Structure for Mainstreet	Transportation - Other	0	0	10,700,000	0	0	0	10,700,000	10,700,000	No
29857	2027	009	Grindstone Recreational Improvements	Facilities - Cultural Facilities	0	0	675,000	1,100,000	0	0	1,775,000	1,775,000	Yes
25443	2027	010	Emergency Operations Center & Dispatch	Facilities - Fire Facilities	0	0	1,500,000	0	0	0	1,500,000	1,500,000	No

## Infrastructure Capital Improvement Plan FY 2026-2030

Upgrade													
27943	2027	011	Airport Heavy Equipment	Equipment - Other	0	0	1,100,000	1,000,000	0	0	2,100,000	2,100,000	Yes
38466	2027	012	Emergency Sirens	Equipment - Public Safety Equipment	0	0	900,000	0	0	0	900,000	900,000	No
26280	2027	013	Solid Waste Dumpster Replacement	Other - Solid Waste	0	0	240,000	240,000	240,000	0	720,000	720,000	Yes
27715	2027	014	Ruidoso Pool Replacement	Facilities - Other	0	0	19,000,000	0	0	0	19,000,000	19,000,000	Yes
38482	2027	015	Water Tank Rehabilitation Projects Phase II	Water - Water Supply	0	0	1,500,000	0	0	0	1,500,000	1,500,000	No
26468	2027	016	Police Vehicle/Equipment Acquisition	Vehicles - Public Safety Vehicle	0	0	350,000	0	0	0	350,000	350,000	Yes
41408	2027	017	Airport Taxiway A & Apron Rehabilitation	Transportation - Airports	0	0	2,000,000	0	0	0	2,000,000	2,000,000	No
43297	2027	018	Fire Station 2 Bay Expansion	Facilities - Fire Facilities	0	60,000	600,000	0	0	0	660,000	660,000	No
41406	2027	019	Airport Master Plan	Transportation - Airports	0	0	100,000	0	0	0	100,000	100,000	No
33169	2028	001	Fire Mitigation Projects on Village Property	Other - Other	0	0	0	0	800,000	200,000	1,000,000	1,000,000	No
38465	2028	002	Airplane Sunshades and Vehicle Covered Parking	Transportation - Airports	0	0	0	2,000,000	0	0	2,000,000	2,000,000	No
43296	2028	003	Upper Canyon Emergency Relief Route	Transportation - Highways/Roads/Bridges	0	0	0	850,000	1,800,000	0	2,650,000	2,650,000	No
27942	2028	004	Airfield Pavement Maintenance	Transportation - Airports	0	0	0	1,030,000	0	0	1,030,000	1,030,000	Yes
33172	2028	005	Airport Runway and Taxiway Markings	Transportation - Airports	0	0	0	650,000	0	0	650,000	650,000	No
25420	2028	006	Street Department Vehicles and Equipment	Equipment - Other	0	0	0	1,646,000	0	0	1,646,000	1,646,000	Yes
26238	2028	007	Solid Waste Heavy Equipment	Other - Solid Waste	0	0	0	1,500,000	0	0	1,500,000	1,500,000	Yes

## Infrastructure Capital Improvement Plan FY 2026-2030

27813	2028	008	Purchase Fire Trucks	Vehicles - Public Safety Vehicle	0	0	0	3,000,000	0	0	3,000,000	3,000,000	No
28005	2028	009	Fire Hydrant Replacement	Equipment - Public Safety Equipment	0	0	0	500,000	0	0	500,000	500,000	Yes
38426	2028	010	Automated Weather Observation System Replacement	Transportation - Airports	0	0	0	500,000	0	0	500,000	500,000	No
33171	2028	011	Airport Crack Sealing	Transportation - Airports	0	0	0	500,000	0	0	500,000	500,000	No
27952	2028	012	Airport PFC at RWY 6-24	Transportation - Airports	0	0	0	2,000,000	0	0	2,000,000	2,000,000	No
42067	2028	013	Pedestrian Bridge over Mainstreet	Transportation - Highways/Roads/Bridges	0	0	0	1,300,000	7,000,000	0	8,300,000	8,300,000	No
25427	2029	001	Sidewalk Improvement & Midtown Pedestrian Access	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	750,000	0	750,000	750,000	No
40077	2029	003	Solid Waste Convenience Center	Other - Solid Waste	0	0	0	0	4,000,000	0	4,000,000	4,000,000	No
27909	2029	004	Security Gates	Facilities - Libraries	0	0	0	0	35,000	0	35,000	35,000	No
25651	2029	005	Eagle Creek Sports Complex Lighting	Facilities - Cultural Facilities	0	0	0	0	1,000,000	0	1,000,000	1,000,000	Yes
38493	2029	006	Gavilan Canyon Underground Storage and Recovery	Water - Water Supply	0	0	0	0	2,250,000	0	2,250,000	2,250,000	Yes
27945	2029	007	Airport Terminal Rehabilitation	Facilities - Other	0	0	0	0	2,000,000	0	2,000,000	2,000,000	No
27941	2029	008	Airport Electrical Upgrades	Transportation - Airports	0	0	0	0	1,500,000	0	1,500,000	1,500,000	Yes
29894	2029	009	Airport Upgrade Improvements	Transportation - Airports	0	0	0	0	2,000,000	0	2,000,000	2,000,000	No
34209	2029	010	Eagle Creek Well Field Improvements	Water - Water Supply	0	0	0	0	1,500,000	0	1,500,000	1,500,000	No
35878	2030	001	Ruidoso Bike Lane Project	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,355,000	1,355,000	1,355,000	Yes
21874	2030	002	Airport FBO Hanger	Facilities - Other	0	0	0	0	0	1,500,000	1,500,000	1,500,000	Yes
27946	2030	003	Airport Taxiway	Transportation - Airports	0	0	0	0	0	2,915,000	2,915,000	2,915,000	No

## Infrastructure Capital Improvement Plan FY 2026-2030

29869	2030	004	Horton Complex	Facilities - Administrative Facilities	500,000	0	0	0	0	1,600,000	2,100,000	1,600,000	No
35940	2030	005	Police Department Building Renovations	Facilities - Administrative Facilities	0	0	0	0	0	825,000	825,000	825,000	No
29517	2030	006	Purchase and Equip a Mobile Command Unit	Vehicles - Public Safety Vehicle	0	0	0	0	0	2,400,000	2,400,000	2,400,000	No

<b>Number of projects:</b>	67												
	<b>Funded to date:</b>	<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>	<b>Year 4:</b>	<b>Year 5:</b>	<b>Total Project Cost:</b>						<b>Total Not Yet Funded:</b>
<b>Grand Totals</b>	37,685,064	95,945,528	183,849,744	45,976,036	43,593,000	21,045,000	428,094,368						390,409,280

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Zach Cook, Village Attorney

**Meeting Date:** September 3, 2024

**Re:** Discussion on Approval to Request a Public Hearing on October 8, 2024, for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), 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.

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### **Item Summary:**

Discussion on Approval to Request a Public Hearing on October 8, 2024, for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), 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:**

Increase in General Fund Revenues resulting from 3% of the gross monthly recurring revenues.

### **Item Discussion:**

Request for a Public Hearing on October 8, 2024, for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc., (Tularosa Basin Telephone Company), 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.

As further consideration for this franchise, Tularosa Basin Telephone Company shall pay to the Village franchise payments in an amount equal to 3% if the gross monthly recurring revenues received from the installation and operation of its fiber optics cable and electronic communications system to provide service(s) with the legal boundary of the Village.

The term of the franchise agreement will be 7 years after the effective date.

### **Recommendations:**

To Discuss Approval to Request a Public Hearing on October 8, 2024, for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), 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

Existing TBTC Franchise Agreement



**COPY**  
Existing Franchise Agreement

**VILLAGE OF RUIDOSO  
ORDINANCE 2017-14**

**AN ORDINANCE GRANTING CERTAIN RIGHTS AND PRIVILEGES TO TULAROSA TELECOMMUNICATIONS, INC., 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 Tularosa Telecommunications, Incorporated 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 TBTC 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 Tularosa Telecommunications, Inc. that this franchise shall be granted.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:**

**Section 1. GRANT OF AUTHORITY.** There is hereby granted by the Village of Ruidoso, hereinafter called the "Village" to Tularosa Telecommunications, Inc., its successors and assigns, hereinafter called the "Company", the nonexclusive right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now in use or dedicated, and all extensions thereof, and additions thereto, in said Village, poles, wires, cables, underground conduits, manholes and other communications facilities necessary or proper for the maintenance and operation in said Village of Ruidoso of the Company's communications business provided, however, that no poles or other facilities shall be placed where the same will interfere with any street, roadway or traffic control facilities or with any existing utility facilities and shall be placed in such a manner as to cause a minimum interference with the rights or reasonable convenience of

property owners who adjoin any of said streets, alleys or public ways and places. Any and all changes made by the Company for Company reasons in the location of the poles, wires, cables, underground conduits, manholes and other communications facilities shall not require the Village to pay for the change in any street, roadway or traffic control facility caused by the change of the locations by the Company. The cost thereof shall be paid by the Company.

**Section 2. COMPANY LIABILITY.** The Company shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the Village and to such regulations as the Village may, by resolution or ordinance, hereafter provide. It is expressly understood and agreed by and between the Company and Village that the Company shall save the Village harmless 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 or maintenance of its communications system in the Village. The Village shall notify the Company's representative in writing at Post Office Box 550, Tularosa, New Mexico 88352, within ten (10) days after the service of process in a suit against the Village on account of any negligence as aforesaid on the part of the Company. Failure to promptly notify the Company as required above shall operate as release of the Company's obligation to save the Village harmless regarding the claim or demand if such failure of notice results in substantial harm to the Company. The Village will forward a copy of any notice of claim made under the State Tort Claims Act involving the Company within a reasonable period of time.

**Section 3. HOUSEMOVING AND OTHER UNUSUAL USE.** Any person or corporation 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 or the Village, as the case may be, and 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 before a permit is given by the Village therefore the applicant shall present a receipt from the Company showing the payment. Thereupon the Company, upon presentation of said permit, shall within a reasonable time thereafter provide for and do such cutting, altering and moving of 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 4. TREE TRIMMING.** The Company shall have the authority, to the extent that the Village has such authority to trim trees upon or overhanging streets, highways, alleys, bridges or other public ways or places of the Village in order to prevent the branches of such trees from coming in contact with the wires, cables, conductors or other facilities or equipment

of the Company; provided, however, that the Company shall obtain permission of any landowner should it be necessary to trim any tree where the main trunk is located on private property.

**Section 5. CONSIDERATION.** As a further consideration for this franchise, the Company shall pay to the Village franchise payments in an amount equal to three percent (3%) of the gross monthly recurring revenues received from the installation and operation of its fiber optics cable and electronic communications system to provide services(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, exclusive of all federal and state excise taxes, received by the Company from the services listed in Appendix A hereto, furnished to subscribers of the Company, not including uncollectible revenues related to those services within the Village of Ruidoso; 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 services(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.

**Section 6. INSPECTION OF BOOKS.** The Village shall have the right, at all reasonable times, to inspect the books and records of the Company pertaining to the Company's gross monthly recurring revenues from the services listed in Appendix A received from the Company's subscribers located within the limits of the Village.

**Section 7. PAYMENT IN LIEU OF OTHER TAXES.** In consideration of the franchise payments herein above provided for, 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, general ad valorem property taxes, special assessments for local improvements and sales or gross receipts taxes (all hereinafter referred to as "excepted 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 obligation to make franchise payments hereunder shall be abated to the extent such other taxes are levied, charged or collected by the Village.

**Section 8. ALTERNATIVE DISPUTE RESOLUTION.**

- (a) Any party considering the other to be in default of this Agreement shall give the other written notice of the default. The party receiving the notice shall have thirty (30) days to remedy the default or within which to commence actions to remedy the default, if the default cannot reasonably be remedied within thirty (30) days. If the party alleged to be in default fails to remedy the default within the prescribed period or to complete remedial actions within a reasonable time, the other party may, upon sixty (60) days written notice, elect to cancel this Agreement, subject to payment of any accrued amounts due under Section 8.
- (b) The parties desire to resolve disputes arising out of this Ordinance without litigation. Accordingly, in the event of any dispute hereunder, the parties agree to attempt to negotiate in good faith to resolve any dispute arising under this Ordinance. The parties intend that these negotiations shall be conducted by non-lawyer, business representatives.
- (c) Except for action seeking a temporary restraining order or injunction related to the purposes of this Ordinance, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure and also agree not to sue any party to this Ordinance with respect to any controversy or claim arising out of or relating to this Ordinance or its breach prior to exhausting the procedures set out in this Section.
- (d) If the parties are unable to settle their dispute within sixty (60) days of the initial request, either party may, on written notice to the other party, initiate non-binding mediation of the dispute before a single mediator.

The mediator shall be selected by agreement of the parties within thirty (30) days after one of the parties has requested mediation. If a single mediator cannot be agreed upon, each party shall select its own mediator and those mediators shall select an independent mediator who will conduct the mediation session(s). The mediators' fees shall be borne equally by both parties. The mediation shall be completed by recommendation of the mediation panel submitted to both parties within thirty (30) days after selection of the entire mediation panel.

Unless the parties agree otherwise, all matters, including the communications, conduct and demeanor of the parties and their counsel during mediation, are

confidential and shall be inadmissible as settlement discussions in any subsequent litigation. In the event mediation fails, the parties may resort to means outside the scope of this Section to resolve their dispute.

**Section 9.** **NOTICES.** Written notice to the Village shall be sent to Mayor, Village of Ruidoso at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345. Written notice to the Company shall be sent to General Manager, Tularosa Telecommunications, Inc., Post Office Box 550, Tularosa, New Mexico 88352. Hand-delivery is acceptable. However, receipt shall be acknowledged.

**Section 10.** **ANNEXATION.** Upon any annexation of territory to the Village, any gross monthly recurring revenues from the services listed in Appendix A received from subscribers located within the annexed area shall be included in the base for computation of payments due to the Village. Such inclusion shall be effective thirty (30) days after written notice to the Company of such annexation is delivered by the Village to the Company.

**Section 11.** **NON-WAIVER 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, and public places of the Village, under the Constitution and laws of the State of New Mexico, nor shall anything herein in any way prejudice or impair any rights or claims existing independently of this franchise of the Village or the Company, or its predecessors or successors, with respect to the construction, operation, and maintenance, either before or after the life of this franchise, of a communications system in the Village.

**Section 12.** **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 13.** **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 14. AMENDMENTS.** In the event that federal or state law, be in 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 modified 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 15. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after its enactment, provided the Company within those thirty (30) days, shall have filed with the Village Clerk of the Village of Ruidoso an unconditional acceptance thereof. Within ten (10) days after the filing of the acceptance, the Village Clerk shall acknowledge in writing the receipt of the Company's acceptance.

**Section 16. SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, word or phrase of this Ordinance is for any reason held to be unconstitutional 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 Council, the Governing Body of the Village of Ruidoso, 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.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, THIS 14TH DAY OF NOVEMBER, 2017.

BY:   
Tom Battin, Mayor





Irma Devine, Village Clerk

Irma Devine, Village 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.



Irma Devine, Village Clerk

ACCEPTED THIS 27<sup>th</sup> day of November 2017.  
Tularosa Telecommunications, Inc.

Signature: 

Name: JOSHUA A. BEUB

Title: GENERAL MANAGER

## **APPENDIX A:**

- **Business Dial Tone Line**
- **Business Local Service Increments**
- **Business Flat Usage & Multiparty Service**
- **Business Measured Usage Services**
- **Flat Usage Trunks**
- **Lifeline Telephone Assistance Program**
- **Measured Rate Trunk Usage**
- **Public Access Line (PAL) Service**
- **Residence Dial Tone**
- **Residence Flat Usage & Multiparty Service**
- **Residence Local Service Increments**
- **Residence Measured Usage Service**



# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 4.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ashlie Carabajal, Water Resource Manager  
Christella Armijo, Water Resource Director

**Meeting Date:** September 3, 2024

**Re:** Discussion on Amendment to Resolution 2024-33, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Redrilling of Hollywood Well for Fiscal Year 2025 in the Amount of \$763,597.23; the Village of Ruidoso will Provide a Local Match of \$40,189.33 for a Total Project Cost of \$803,786.56.

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### **Item Summary:**

Discussion on Amendment to Resolution 2024-33, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Redrilling of Hollywood Well for Fiscal Year 2025 in the Amount of \$763,597.23; the Village of Ruidoso will Provide a Local Match of \$40,189.33 for a Total Project Cost of \$803,786.56.

### **Financial Impact:**

There is no financial commitment from the adoption of this resolution.

### **Item Discussion:**

The Village of Ruidoso is needing to design and redrill Hollywood Well. Staff intend to apply for this year's Water Trust Board Water Project Fund to design and redrill the well. This resolution is necessary to submit the completed grant application to the New Mexico Finance Authority.

### **Recommendations:**

To Discuss Amendment to Resolution 2024-33, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Redrilling of Hollywood Well for Fiscal Year 2025 in the Amount of \$763,597.23; the Village of Ruidoso will Provide a Local Match of \$40,189.33 for a Total Project Cost of \$803,786.56.

### **ATTACHMENTS:**

Description  
Amendment

*Amendment*

**VILLAGE OF RUIDOSO**

**RESOLUTION 2024-33**

**AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED GRANT-  
LOAN APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE  
AUTHORITY WATER TRUST BOARD FOR FISCAL YEAR 2025.**

**WHEREAS**, the Village of Ruidoso whose Hollywood Well needs to be redrilled

**WHEREAS**, the Village of Ruidoso may apply for financial assistance from the New Mexico Water Trust Board to fund this “water project”; and

**WHEREAS**, the Village of Ruidoso is eligible to apply for funding from the New Mexico Water Trust Board.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO**, that the filing of an application to the New Mexico Water Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to design and redrill the Hollywood Well. The financial assistance requested is in the amount of ***\$763,597.23. The Village of Ruidoso will provide a local match of \$40,189.33. The total project cost will be \$803,786.56.***

**BE IT FURTHER RESOLVED**, The Mayor is hereby designated as the Village of Ruidoso’s representative to act on behalf of this application.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup>, day of September 2024.

---

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

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Jini Turri, Village Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 5.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ashlie Carabajal, Water Resource Manager  
Christella Armijo, Water Resource Director

**Meeting Date:** September 3, 2024

**Re:** Discussion on Amendment to Resolution 2024-31, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design for Fiscal Year 2025 in the Amount of \$250,000.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$237,500.00.

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### **Item Summary:**

Discussion on Amendment to Resolution 2024-31, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design for Fiscal Year 2025 in the Amount of \$250,000.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$237,500.00.

### **Financial Impact:**

There is no financial commitment from the adoption of this resolution.

### **Item Discussion:**

The Village of Ruidoso needs to begin work on the Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design project. Staff intend to apply for this year's Water Trust Board Water Project Fund to conduct the analyses and design. This resolution is necessary to submit the completed grant application to the New Mexico Finance Authority.

### **Recommendations:**

To Discuss Amendment to Resolution 2024-31, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design for Fiscal Year 2025 in the Amount of \$250,000.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$237,500.00.

**ATTACHMENTS:**

Description

Resolution Amendment

*Amendment*

**VILLAGE OF RUIDOSO**

**RESOLUTION 2024-31**

**AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED GRANT-  
LOAN APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE  
AUTHORITY WATER TRUST BOARD FOR FISCAL YEAR 2025.**

**WHEREAS**, the Village of Ruidoso whose Alto Lake Dam Spillway needs to have an analysis conducted for flood routing and a redesign of the spillway

**WHEREAS**, the Village of Ruidoso may apply for financial assistance from the New Mexico Water Trust Board to fund this “water project”; and

**WHEREAS**, the Village of Ruidoso is eligible to apply for funding from the New Mexico Water Trust Board.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO**, that the filing of an application to the New Mexico Water Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to conduct an Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design. The financial assistance requested is in the amount of ***\$250,000.00. The Village of Ruidoso will provide a local match of \$12,500.00***  
***The total project cost will be \$237,500.00***

**BE IT FURTHER RESOLVED**, The Mayor is hereby designated as the Village of Ruidoso’s representative to act on behalf of this application.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup>, day of September 2024.

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Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

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Jini Turri, Village Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 6.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ashlie Carabajal, Water Resource Manager  
Christella Armijo, Water Resource Director

**Meeting Date:** September 3, 2024

**Re:** Discussion on Amendment to Resolution 2024-32, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Two Rivers Raw Water Intake and Transmission Line for Fiscal Year 2025 in the Amount of \$5,100,000.00; the Village of Ruidoso will Provide a Local Match of \$900,000.00 for a Total Project Cost of \$6,000,000.00.

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### **Item Summary:**

Discussion on Amendment to Resolution 2024-32, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Two Rivers Raw Water Intake and Transmission Line for Fiscal Year 2025 in the Amount of \$5,100,000.00; the Village of Ruidoso will Provide a Local Match of \$900,000.00 for a Total Project Cost of \$6,000,000.00.

### **Financial Impact:**

There is no financial commitment from the adoption of this resolution.

### **Item Discussion:**

The Village of Ruidoso is currently working with WaterWorks Engineers on the design of the Two Rivers Raw Water Intake and Transmission Line. Staff intend to apply for this year's Water Trust Board Water Project Fund using the designed project. This resolution is necessary to submit the completed grant application to the New Mexico Finance Authority.

### **Recommendations:**

To Discuss Amendment to Resolution 2024-32, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Two Rivers Raw Water Intake and Transmission Line for Fiscal Year 2025 in the Amount of \$5,100,000.00; the Village of Ruidoso will Provide a Local Match of \$900,000.00 for a Total Project Cost of \$6,000,000.00.

**ATTACHMENTS:**

Description

Resolution Amendment



*Amendment*

**VILLAGE OF RUIDOSO**

**RESOLUTION 2024-32**

**AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED GRANT-  
LOAN APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE  
AUTHORITY WATER TRUST BOARD FOR FISCAL YEAR 2025.**

**WHEREAS**, the Village of Ruidoso whose Two Rivers Raw Water Intake and Transmission Line needs to be replaced

**WHEREAS**, the Village of Ruidoso may apply for financial assistance from the New Mexico Water Trust Board to fund this “water project”; and

**WHEREAS**, the Village of Ruidoso is eligible to apply for funding from the New Mexico Water Trust Board.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO**, that the filing of an application to the New Mexico Water Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to construct an updated raw water intake and transmission line. The financial assistance requested is in the amount of ***\$5,100,000.00. The Village of Ruidoso will provide a local match of \$900,000.00. The total project cost will be \$6,000,000.00.***

**BE IT FURTHER RESOLVED**, The Mayor is hereby designated as the Village of Ruidoso’s representative to act on behalf of this application.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup>, day of September 2024.

---

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

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Jini Turri, Village Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 7.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ashlie Carabajal, Water Resource Manager  
Christella Armijo, Water Resource Director

**Meeting Date:** September 3, 2024

**Re:** Discussion on Amendment to Resolution 2024-34, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Design and Construction of Tank Restoration Phase III for Fiscal Year 2025 in the Amount of \$5,144,298.48; the Village of Ruidoso will Provide a Local Match of \$907,817.38 for a Total Project cost of \$6,052,115.86.

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### **Item Summary:**

Discussion on Amendment to Resolution 2024-34, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Design and Construction of Tank Restoration Phase III for Fiscal Year 2025 in the Amount of \$5,144,298.48; the Village of Ruidoso will Provide a Local Match of \$907,817.38 for a Total Project cost of \$6,052,115.86.

### **Financial Impact:**

There is no financial commitment from the adoption of this resolution.

### **Item Discussion:**

The Village of Ruidoso currently has a task order with Souder, Miller & Associates to engineer the Tank Restoration Phase III project. Staff intend to apply for this year's Water Trust Board Water Project Fund to design and construct this project. This resolution is necessary to submit the completed grant application to the New Mexico Finance Authority.

### **Recommendations:**

To Discuss Amendment to Resolution 2024-34, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the Design and Construction of Tank Restoration Phase III for Fiscal Year 2025 in the Amount of \$5,144,298.48; the Village of Ruidoso will Provide a Local Match of \$907,817.38 for a Total Project cost of \$6,052,115.86.

**ATTACHMENTS:**

Description

Resolution Amendment

*Amendment*

**VILLAGE OF RUIDOSO**

**RESOLUTION 2024-34**

**AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED GRANT-  
LOAN APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE  
AUTHORITY WATER TRUST BOARD FOR FISCAL YEAR 2025.**

**WHEREAS**, the Village of Ruidoso whose three tanks and two clear wells need to be rehabilitated

**WHEREAS**, the Village of Ruidoso may apply for financial assistance from the New Mexico Water Trust Board to fund this “water project”; and

**WHEREAS**, the Village of Ruidoso is eligible to apply for funding from the New Mexico Water Trust Board.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO**, that the filing of an application to the New Mexico Water Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes to design and rehabilitate three tanks and two clear wells. The financial assistance requested is in the amount of ***\$5,144,298.48. The Village of Ruidoso will provide a local match of \$907,817.38. The total project cost will be \$6,052,115.86.***

**BE IT FURTHER RESOLVED**, The Mayor is hereby designated as the Village of Ruidoso’s representative to act on behalf of this application.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup>, day of September 2024.

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Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

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Jini Turri, Village Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 8.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Judi Starkovich, Finance Director

**Meeting Date:** September 3, 2024

**Re:** Discussion on Adoption of Resolution 2024-39, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of \$3,645,695, Including a Loan in the Amount of \$546,855 for Country Club Subdivision Waterline Replacement.

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### **Item Summary:**

Discussion on Adoption of Resolution 2024-39, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of \$3,645,695, Including a Loan in the Amount of \$546,855 for Country Club Subdivision Waterline Replacement.

### **Financial Impact:**

The closing of the loan/grant agreement will take place on October 18, 2024 and the project, grant, and loan amounts will be budgeted in the SGRT Special Revenue Fund.

### **Item Discussion:**

On September 12, 2023, Council adopted Resolution 2023-29, a Resolution Authorizing and Approving the Submission of a Completed Grant-Loan Application for Financial Assistance to the New Mexico Finance Authority Water Trust Board for the High Loop Water System Improvement Project for Fiscal Year 2024. The project was funded in FY 2024 in the SGRT Special Revenue Fund in the amount of \$2,005,133, however the Village was able to leverage these funds to obtain state funding to offset cost. The project consists of replacement of 18,840 linear feet of 6 inch water lines in the Country Club Subdivision.

The Village was approved for Water Project Funding in the amount of \$3,645,695 on May 30, 2024. The approved funding structure consists of 15% loan in the amount of \$546,855 with a 85% grant in the amount of \$3,098,841. Upon completion of the project, the Village will prepay the loan and not incur any debt.

### **Recommendations:**

To Discuss Adoption of Resolution 2024-39, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of \$3,645,695, Including a Loan in the Amount of \$546,855 for Country Club Subdivision Waterline Replacement.

**ATTACHMENTS:**

Description

Resolution 2024-39

Agreement

Borrower's Counsel Opinion

Delivery, Deposit and Cross Receipt Certificate

Genral and No Litigation

Row Certificate

Transcript Index



VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO  
RESOLUTION NO. 2024-39

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$3,645,695, INCLUDING A LOAN IN THE AMOUNT OF \$546,855 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION AND REPLACEMENT OF LEAKING AND UNDERSIZED WATERLINES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/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 LOAN/GRANT AGREEMENT.

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

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended,, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and



WHEREAS, the NMFA approved on May 30, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, including the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

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

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

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

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/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 GOVERNING BODY OF VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, 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); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. This amount is \$364,569 (the “Required Match”). In addition, the Additional Funding Amount will include that portion of the Loan Amount being loaned to the Borrower/Grantee in lieu of the hard or soft match, which is \$182,285 (the “Loan in Lieu of Match”, together with the Required Match, the “Additional Funding Amount”). The Additional Funding Amount totals \$546,854.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the “Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Village of Ruidoso in Lincoln County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$3,098,841.

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

“Loan” or “Loan Amount” means the amount, including the Loan in Lieu of Match, provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$546,855.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$3,645,695.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, including the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$3,098,841 and borrowing the Loan Amount of \$546,855 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$3,098,841 and the Loan shall be in the amount

of \$546,855. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/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 Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to

cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. 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 Loan/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 Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, 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 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Village Clerk of the Borrower/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 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

*[Remainder of page intentionally left blank.]*



*[Form of Notice of Adoption of Resolution for Publication]*

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO  
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2024-39, duly adopted and approved by the Village Council of Village of Ruidoso on September 10, 2024. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Village Clerk at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the Resolution is:

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO  
RESOLUTION NO. 2024-39**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$3,645,695, INCLUDING A LOAN IN THE AMOUNT OF \$546,855 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION AND REPLACEMENT OF LEAKING AND UNDERSIZED WATERLINES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/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 LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

*[End of Form of Notice of Adoption for Publication]*

PASSED, APPROVED AND ADOPTED THIS 10<sup>TH</sup> DAY OF SEPTEMBER, 2024.

VILLAGE OF RUIDOSO,  
LINCOLN COUNTY, NEW MEXICO

By \_\_\_\_\_  
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Jini S. Turri, Village 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 the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ (\_\_\_) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village 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 upon motion duly made, seconded and carried, was adjourned.

*[Remainder of page intentionally left blank.]*

VILLAGE OF RUIDOSO, LINCOLN COUNTY,  
NEW MEXICO

By \_\_\_\_\_  
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Jini S. Turri, Village Clerk

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO

)  
) ss.

COUNTY OF LINCOLN COUNTY )

I, Jini S. Turri, the duly qualified and acting Village Clerk of the Village of Ruidoso (the “Borrower/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 Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held the Village Hall 313 Cree Meadows Drive, Ruidoso, New Mexico 88345, on September 10, 2024 at the hour of 1:00 pm, insofar as the same relate to the adoption of Resolution No. 2024-39 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee’s open meetings Resolution No. 2024-01, adopted and approved on January 9, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of October 2024.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,  
NEW MEXICO

By \_\_\_\_\_  
Jini S. Turri, Village Clerk

[SEAL]

**EXHIBIT "A"**

Notice of Meeting, Meeting Agenda and  
Affidavit of Publication of Notice of Adoption of Resolution

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**\$3,645,695**

**WATER PROJECT FUND  
LOAN/GRANT AGREEMENT**

**dated**

**October 18, 2024**

**by and between the**

**NEW MEXICO FINANCE AUTHORITY  
as Lender/Grantor,**

**and**

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO,  
as Borrower/Grantee.**

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WATER PROJECT FUND  
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated October 18, 2024, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the “Borrower/Grantee”).

**W I T N E S S E T H:**

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from 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 “NMFA Act”); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$546,855 from the Lender/Grantor and to accept a grant in the amount of \$3,098,841 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and



WHEREAS, the Borrower/Grantee submitted an Application dated September 13, 2024 and January 24, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

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

## **ARTICLE I DEFINITIONS**

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. This amount is \$364,569 (the “Required Match”). In addition, the Additional Funding Amount will include that portion of the Loan Amount being loaned to the Borrower/Grantee in lieu of the hard or soft match, which is \$182,285 (the “Loan in Lieu of Match”, together with the Required Match, the “Additional Funding Amount”). The Additional Funding Amount totals \$546,854.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

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

“Application” means the New Mexico Water Trust Board Application dated September 13, 2023 and the New Mexico Water Trust Board Readiness Application dated January 24, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman 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.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$3,098,841.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount, including the Loan in Lieu of Match, provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$546,855.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$3,645,695.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“NMAC” means the New Mexico Administrative Code.

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

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means the Borrower/Grantee Resolution No. 2024-39, adopted by the Governing Body on September 10, 2024 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

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

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant

Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project. The sum of the Grant Amount and the Loan Amount, including the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, 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.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all



properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board; and

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

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

(b) Legal, Valid and Binding Obligation. 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 at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

**ARTICLE IV**  
**LOAN/GRANT AGREEMENT CONDITIONS**

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(f) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for

payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

**ARTICLE V**  
**LOAN TO THE BORROWER/GRANTEE; GRANT TO THE**  
**BORROWER/GRANTEE; APPLICATION OF MONEYS**

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “B” of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no

later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

## **ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE**

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the

Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## **ARTICLE VII THE PROJECT**

### Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at

all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due December 31, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual



and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit “E” attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

## **ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/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 correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 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

Borrower/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 Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to

repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

## **ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR**

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

### Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

**ARTICLE X**  
**EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an “Event of Default” under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor 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 Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

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

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/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 Agreement;

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

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

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

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor 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 Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it

shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position 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 10.6 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.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

## **ARTICLE XI MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Village of Ruidoso  
Attn.: Finance Director  
313 Cree Meadows Drive  
Ruidoso, New Mexico 88345

If to the NMFA, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street

Santa Fe, New Mexico 87501

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. 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 Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, 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 11.7 Execution in Counterparts. This 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 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 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 Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee 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 correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/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 Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024 and by the NMFA's Board of Directors on May 30, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE  
A PROFESSIONAL CORPORATION  
As Loan/Grant Counsel

By \_\_\_\_\_  
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

VILLAGE OF RUIDOSO, LINCOLN COUNTY,  
NEW MEXICO

By \_\_\_\_\_  
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Jini S. Turri, Village Clerk

**EXHIBIT "A"**

**TERM SHEET**

**\$3,645,695 WATER PROJECT FUND LOAN/GRANT TO THE  
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO**

Project Description:	The Project is for storage, conveyance or delivery of water to end users;. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of construction and replacment of leaking and undersized waterlines, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$3,098,841
Loan Amount:	\$364,570
Pledged Revenues:	Revenues received by the Borrower/Grantee, being revenues of one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 82-10 with an effective date of January 1, 1983, enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.
Outstanding Senior Obligations for Pledged Revenues:	Series 2012 Supplemental Municipal Gross Receipts Refunding Revenue Bonds
Outstanding Parity Obligations:	NMFA Loan No. WPF-5685, WPF-5981 and WPF-6309
Authorizing Legislation:	Borrower/Grantee Resolution No. 2024-39, adopted September 10, 2024
Additional Funding Amount:	\$546,854 (\$182,285 Loan in Lieu of Match and \$364,569 Required Match)
Closing Date:	October 18, 2024

Project Account Amount: \$3,645,695

Expense Account Deposit: \$0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the Village Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the Village Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

**EXHIBIT “B”**

**PAYMENT PROVISIONS OF THE LOAN**

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in 20 annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

**[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]**

**EXHIBIT "C"**

**FORM OF REQUISITION  
(Water Project Fund)**

RE: \$3,645,695 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6309 Closing Date: October 18, 2024

TO: NEW MEXICO FINANCE AUTHORITY

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

**I. PAYMENT INFORMATION**

REQUISITION NO. \_\_\_\_\_ PAYMENT AMOUNT: \$ \_\_\_\_\_

PAYEE'S NAME: \_\_\_\_\_

PAYEE'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

---

**II. REQUISITION INFORMATION (complete for all payments)**

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

**III. WIRING INFORMATION:**

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

**IV. MATCH INFORMATION**

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ \_\_\_\_\_  
*Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.*

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ \_\_\_\_\_

TOTAL REQUIRED MATCH: \$ \_\_\_\_\_

**V. VERIFICATION AND AUTHORIZATION**

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/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 Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

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

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED OFFICER**  
(As Provided in the Loan/Grant Agreement)  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**EXHIBIT "D"**

**WATER PROJECT FUND STATUS REPORT  
PREPARED FOR THE  
NEW MEXICO FINANCE AUTHORITY**

<b>Fund Recipient:</b>  <b>Contact Name:</b> <b>Title:</b> <b>Email Address:</b>	<b>Project Number:</b> WPF-6309 <b>Project Name:</b> Country Club Subdivision Waterline Replacement <b>Project Type:</b> Construction
<b>Reporting Period: From</b> _____ <b>To</b> _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
<b>WPF Funding Expiration:</b> _____ <b>Total WPF Award:</b> \$ _____ <b>Current Balance:</b> \$ _____ Loan <u>15</u> % Grant <u>85</u> % Match \$ <u>\$364,569</u> <b>Expected WPF Award Expenditure Next Quarter:</b> \$ _____ <b>Local Match Expenditure: To Date</b> \$ _____ <b>Next Quarter</b> \$ _____	
<b>Project Phase:</b> <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
<b>PROJECT COMPLETION: Original Date</b> _____ <b>Current Date</b> _____ _____ % Complete <b>Days Remaining to Complete</b> _____ <b>On Schedule?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Briefly Describe Project Progress During This Reporting Period:</b>  	
<b>Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:</b>  	
<b>Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:</b>  	
<b>Authorized Officer</b> <b>PRINT NAME:</b> _____ <b>PRINT TITLE:</b> _____	
<b>SIGNATURE:</b> _____	<b>Date:</b> _____

***\*All fields must be completed.***



**EXHIBIT "E"**  
**FORM OF CERTIFICATE OF COMPLETION**

RE: \$3,645,695 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6309

Closing Date: October 18, 2024

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on \_\_\_\_\_, 20\_\_.

2. The total cost of the Project was \$ \_\_\_\_\_.

3. Cost of the Project paid from the Loan/Grant Amount was \$ \_\_\_\_\_.

4. Cost of the Project paid from the Additional Funding Amount was \$ \_\_\_\_\_.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ \_\_\_\_\_.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,  
NEW MEXICO

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT “F”**

DOCUMENTS

1. Open Meetings Act Resolution No. 2024-01 adopted by the Borrower/Grantee on January 9, 2024
2. Resolution No. 2024-39 adopted on September 10, 2024, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Ruidoso News*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

**[BORROWER’S COUNSEL LETTERHEAD]**

**FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE**

To: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501

Re: Village of Ruidoso, Lincoln County, New Mexico  
\$3,645,695 Loan/Grant No. WPF-6309

Ladies and Gentlemen:

I am an attorney representing the Village of Ruidoso, New Mexico (the “Borrower/Grantee”) in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the “Lender/Grantor”) is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 2024-39 adopted by the Governing Body of the Borrower/Grantee on September 10, 2024 (the “Resolution”) unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The Village of Ruidoso Water Project Fund Application dated September 13, 2023 and January 24, 2024, the New Mexico Water Trust Board Approval dated April 23, 2024, and the NMFA Board Approval dated May 30, 2024 for Loan/Grant No. WPF-6309 (the “Application” and the “Approval,” respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on September 10, 2024 and on October 18, 2024.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, Village Council, and Village Clerk; (b) the adoption of the Borrower/Grantee’s Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the

operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 82-12 with an effective date of January 1, 1983, which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended ("Tax Ordinance").

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
  - (1) to design, acquire, construct, install and complete the Project;
  - (2) to execute and deliver Loan/Grant documents including those identified above;
  - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
  - (4) to own, operate and maintain the Project during its Useful Life.

- E. All proceedings of the Borrower/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.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not 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 Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/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 Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. 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 Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee’s adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/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 Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 18<sup>th</sup> day of October, 2024.

---

Zach Cook, Esq.,  
Attorney for the Village of Ruidoso  
1703 Sudderth Drive, #424  
Ruidoso, New Mexico 88345



STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF SANTA FE                    )

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Village of Ruidoso, New Mexico the Loan/Grant Agreement for Project No. WPF-6309.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

7192638





6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/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 Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the Village Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/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.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 313 Cree Meadows Dr, Ruidoso, NM 88345, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 9, 2024 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the

Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2024-01 which resolution was effective on September 10, 2024 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

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

16. The Borrower/Grantee's Ordinance No. 82-10 with an effective date of January 1, 1983 which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. This Certificate is for the benefit of the NMFA.

18. This Certificate may be executed in counterparts.

*[Signature page follows.]*

WITNESS our signatures and the seal of the Borrower/Grantee this 18th day of October, 2024.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,  
NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Lynn Crawford, Mayor

By \_\_\_\_\_  
Jini S. Turri, Village Clerk

7192639

**\$3,645,695**  
**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO**  
**WATER PROJECT FUND LOAN/GRANT**  
**NO. WPF-6309**

**RIGHT-OF-WAY CERTIFICATE**

The undersigned on behalf of the Village of Ruidoso (the “Borrower/Grantee”), a municipality in the County of Lincoln and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the “Project”), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Village of Ruidoso as of this 18<sup>th</sup> day of October, 2024.

---

Zach Cook, Esq.,  
Attorney for the Village of Ruidoso  
1703 Sudderth Drive, #424  
Ruidoso, New Mexico 88345

3767639

\$3,645,695  
VILLAGE OF RUIDOSO, NEW MEXICO  
WATER PROJECT FUND LOAN/GRANT  
NO. WPF-6309

Closing Date: October 18, 2024

TRANSCRIPT OF PROCEEDINGS  
INDEX

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7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Village of Ruidoso, New Mexico  
New Mexico Finance Authority  
Zach Cook, Attorney at Law  
Sutin, Thayer & Browne A Professional Corporation

7192636

# **TRANSCRIPT OF PROCEEDINGS**

## **WATER PROJECT FUND LOAN/GRANT AGREEMENT**

by and between the

**NEW MEXICO FINANCE AUTHORITY,  
as Lender/Grantor,**

and the

**VILLAGE OF RUIDOSO,  
Lincoln County, New Mexico  
as Borrower/Grantee.**

**Closing Date: October 18, 2024  
Loan/Grant Amount: \$3,645,695  
Project No. WPF-6309**



# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 9.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** September 3, 2024

**Re:** Discussion on Agreement with EcoServants, Inc. for Professional Services for Community Partnership Improvement Projects and Services, in the Amount of \$12,400.00, Including NMGRT.

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### **Item Summary:**

Discussion on Agreement with EcoServants, Inc. for Professional Services for Community Partnership Improvement Projects and Services, in the Amount of \$12,400.00, Including NMGRT.

### **Financial Impact:**

The contract is currently budgeted in the General Fund's Park & Recreation Department's Youth Conservation Corps account line (101-155-51150), in the amount of \$12,400.00, Including Gross Receipts Tax.

### **Item Discussion:**

The Parks and Recreation Department requires assistance with addressing maintenance improvement projects throughout the Parks System. EcoServants, Inc. agrees to partner with the Village of Ruidoso to provide services to complete these projects.

### **Recommendations:**

To Discuss Agreement with EcoServants, Inc. for Professional Services for Community Partnership Improvement Projects and Services, in the Amount of \$12,400.00, Including NMGRT.

### **ATTACHMENTS:**

Description  
Ecoservants Agreement 2024-2025

**ANNUAL AGREEMENT BETWEEN  
THE VILLAGE OF RUIDOSO  
AND ECOSERVANTS, INC.**

This agreement is made and entered into the 10th day of September, 2024 by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called VILLAGE, and Ecoservants, Inc., hereinafter called CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the VILLAGE is desirous of contracting for professional services for Community Partnership Improvement Projects and Services.

**WHEREAS**, the VILLAGE desires to engage the CONTRACTOR to render services as described in this Agreement, and the CONTRACTOR is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

**NOW, THEREFORE**, in consideration of the conditions, premises and the covenant hereinafter contained the parties hereby agree as follows:

**I. RECITALS**

THE PARTIES enter this Agreement on the basis of the following recitals:

CONTRACTOR has represented and warranted to the Village that the CONTRACTOR possesses the necessary skill to provide such services and is willing to do so pursuant to the terms of this Agreement

**II. AGREEMENT**

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

**1. Scope of Work**

CONTRACTOR is ready able and willing to render the desired services for Community Partnership Improvement Projects and Services to the Village pursuant to the authority conferred upon it by New Mexico statutes and to render to the Village and its duly authorized officers and elected officials services to include but not limited to:

Scope of Work

- The Ecoservants scope of work includes restoration of watershed and recreation areas trail building and restoration park improvements weed eradication and small construction projects
- All projects shall be initiated and coordinated by the Village of Ruidoso Parks and Recreation

Department

- Ecoservants shall carry a comprehensive general liability insurance including contractual liability coverage for its hold harmless obligation contained herein in a minimum of \$1,000,000.00 as may be changed from time to time by statute a certificate of Insurance
- Exhibit A showing the required coverage shall be provided prior to the Village authorization to proceed and upon demand the Contractor shall furnish a copy of the policies to the Village Submit a complete report including hours worked per project upon submittal of final invoice

## **2. COMPENSATION**

- A. As compensation for services to be provided to the Village or Ruidoso by the CONTRACTOR, the CONTRACTOR shall be compensated at a fee equal to \$ 12,400 plus applicable gross receipts tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid to the State of New Mexico by the CONTRACTOR.

Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.

## **3. TERM**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO COUNCIL. The term of this Agreement shall be for one (1) year, beginning July 1, 2024 and ending June 30, 2025.

## **4. TERMINATION**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

## **5. RENEWAL**

The term of this Agreement is for one year.

## **6. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor performing professional services for the Procuring Agency and is not an employee of the Village of Ruidoso. The CONTRACTOR shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The CONTRACTOR acknowledges that all sums

received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## **7. ASSIGNMENT**

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Village of Ruidoso,

## **8. SUBCONTRACTING**

CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Village.

## **9. RECORDS OF AUDIT**

During the term of this Agreement and for three years thereafter, the CONTRACTOR shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Village of Ruidoso, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

## **10. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Village of Ruidoso, this Agreement shall terminate upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

## **11. RELEASE**

The CONTRACTOR, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind the Village of Ruidoso, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

## **12. CONFIDENTIALITY**

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

## **13. CONFLICT OF INTEREST**

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

#### **14. AMENDMENT**

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

#### **15. SCOPE OF AGREEMENT**

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

#### **16. NOTICE**

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

#### **17. EQUAL OPPORTUNITY COMPLIANCE**

The CONTRACTOR agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If CONTRACTOR is found to be not in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

#### **18. INDEMNIFICATION**

The CONTRACTOR shall hold the Village of Ruidoso and employees harmless and shall indemnify the Village of Ruidoso against any and all claims, suits, actions, liabilities and costs of any kind, including CONTRACTOR's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. The CONTRACTOR shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Procuring Agency, its officers or employees.

#### **19. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

#### **20. INCORPORATION BY REFERENCE AND PRECEDENCE**

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Quotes and Procuring Agency response to questions; (2) the CONTRACTOR's Best and Final Offer, and (3) the CONTRACTOR's response to the Request for Quotes.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR's Best and Final Offer: the Request for Quotes, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.

## **21. KICKBACK STATEMENT**

The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

## **22. NON-COLLUSION**

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

## **23. NON-DISCRIMINATION**

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

## **24. CAMPAIGN DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal

## **25. THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death,

bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

## **26. MERGER**

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

## **27. INVALID TERM OR CONDITION**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

## **28. ENFORCEMENT OF AGREEMENT**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

## **29. DEBARMENT AND SUSPENSION**

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR's certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR's certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement. As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the CONTRACTOR, in

writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

### **30. LOBBYING**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **31. COPYRIGHT MATTERS/TRANSFER OF WEBSITE**

It is agreed and understood that VILLAGE Shall maintain copyright to and ownership in all writings, data, trademarks, photos or videos provided by VILLAGE for use in the website; provided, however that during the term of this Agreement the underlying website code and the database structure shall be managed and controlled exclusively by GTS Web Design.

At the end of the contract term, which shall include any renewal, GTS Web Design shall, when requested, transfer to VILLAGE the working website and all content for the exclusive use by VILLAGE for its own website.

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

### **32. SUCCESSION**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

### **33. IMPRACTICALITY OF PERFORMANCE**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

### **34. NOTICES**



All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VILLAGE:

Village of Ruidoso  
313 Cree Meadows Drive  
Ruidoso, New Mexico 88345

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of this \_\_\_\_ day of \_\_\_\_\_.

**VILLAGE OF RUIDOSO, NEW MEXICO**

Village of Ruidoso

CONTRACTOR

\_\_\_\_\_  
Lynn Crawford , Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Village of Ruidoso Clerk

\_\_\_\_\_  
Jini Turri, Village Clerk

Date: \_\_\_\_\_

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 10.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** September 3, 2024

**Re:** Discussion on Purchase of a 2025 Chevrolet Silverado MD 5500 Landscaping Truck with Dump Bed From Tillery Chevrolet Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$99,810.00.

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### **Item Summary:**

Discussion on Purchase of a 2025 Chevrolet Silverado MD 5500 Landscaping Truck with Dump Bed From Tillery Chevrolet Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$99,810.00.

### **Financial Impact:**

Purchase of this truck is currently budgeted in the General Fund's Park and Recreation Department's Capital Equipment/Vehicles line item (101-155-53001), current available balance is \$130,701.95.

### **Item Discussion:**

The new truck is needed to better haul small loads of material and aid in the operations of the Parks and Recreation Department.

### **Recommendations:**

To Discuss Purchase of a 2025 Chevrolet Silverado MD 5500 Landscaping Truck with Dump Bed From Tillery Chevrolet Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$99,810.00.

### **ATTACHMENTS:**

Description

Truck Quote



# QUOTE

PO Box 609  
 Moriarty, NM 87035  
 505-832-4431

QUOTE #	DATE
2024-1230	8/27/2024

### CUSTOMER

Village of Ruidoso  
 Mr. David Tetreault - Parks Supervisor  
 535 Resort Drive  
 Ruidoso, NM 88345  
 575-937-2919  
[davidtetreault@ruidoso-nm.gov](mailto:davidtetreault@ruidoso-nm.gov)

TILLERY CES #
2024-23-C116-ALL

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2025 Chevrolet Silverado MD 5500 (CK56403) 4WD Reg Cab WT	1	\$ 72,061.64	\$ 72,061.64
CES Discount	1	\$ (1,801.64)	\$ (1,801.64)
Upfitting at Clark Truck Equipment (details attached)	1	\$ 29,550.00	\$ 29,550.00
Dump Bed with fold down sides and Tommygate lift			
Please see attached specifications			

<i>Thank you for the opportunity!</i>	Base Price:	\$	72,061.64
Delivery: FOB Ruidoso, NM	Discount:	\$	(1,801.64)
Approximately 10 to 12 months after receipt of your order	Upfitting:	\$	29,550.00
*Timeframe is subject to change.	<b>Total CES Price:</b>	<b>\$</b>	<b>99,810.00</b>

Sincerely,  
  
 Regina Luna  
 GM Fleet Specialist

If you have any questions about this quote please contact  
 Kelly Cavazos 505-886-3426 / Regina Luna 505-886-3416 / Aaron Sena 505-886-3420



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TRUCK EQUIPMENT CO., INC.

501 Industrial NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483  
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288  
www.cte-nm.com

Dump Bed  
Fold down sides

8/27/2024

*Regina Luna*

Fleet Sales Consultant  
Tillery Bus Sales  
505-886-3416  
[reginaluna@tillerycars.com](mailto:reginaluna@tillerycars.com)

SUPPLY AND INSTALL ON CUSTOMER'S 2024 Chevrolet Silverado 5500 4WD Regular Cab WT 84CA THE FOLLOWING:

Rugby eliminator dump bed 12" fold down sides  
11 ft steel dump bed 2-3 yard  
Include board pockets (struct board not included)  
Painted black  
Under body subframe hoist

**-TOMMYGATE BRAND LIFTGATE G2 SERIES MODEL G2922050LD33 2000LB CAPACITY 33" PLATFORM TREADPLATE STEEL PLUS 6" TAPER DUMP-THROUGH CAPABILITY INSTALL PER MANUFACTRUE SPECS ON BACK OF FLAT BED GUSSETT AND REINFORCE AS NEEDED, ADD LED SURFACE MOUNT STT LIGHTING AS WELL AS 3 BAR ICC CLUSTER LIGHT WIRE TO EXISTING VEHICLE BATTERY WITH INLINE CIRCUIT PROTECTION.**

PER ABOVE QUOTE \$29,550.00 PLUS APPLICABLE TAX

CTE to PAY CES fee on above amount.

IF PAYING WITH CC THERE WILL BE A 3% FEE APPLIED TO THE TOTAL AMOUNT.  
(Specify at time of order)

1. EFFECTIVE ON ANY VEHICLE MFG. AFTER MAY 1, 2018 AND HAS A GVWR OF 10,000 OR LESS, MUST HAVE A REAR BACKUP CAMERA TO BE CERTIFIED PER FMVSS111 STANDARD. UPFITTED VEHICLE WILL NOT CERTIFY PER NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA) REGULATIONS 49 CFR PART 567 WITHOUT CAMERA PRESENT.

SINCERELY,  
Gregg Guild  
Sales



**Tillery Chevrolet GMC, Inc.**

Regina Luna | 505-886-3416 | [reginaluna@tillerycars.com](mailto:reginaluna@tillerycars.com)

## **Village of Ruidoso**

**Prepared For: Mr. David Tetreault - Parks Supervisor**

575-937-2919

[davidtetreault@ruidoso-nm.gov](mailto:davidtetreault@ruidoso-nm.gov)

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck

**Image Not Available**



# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## Selected Model and Options

### MODEL

CODE	MODEL
CK56403	2025 Chevrolet Silverado MD 4WD Reg Cab Work Truck

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### MODEL OPTION

CODE	DESCRIPTION
R7N	5500 HD Series (Included and only available with (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR.)

### GVWR

CODE	DESCRIPTION
GZX	GVWR, 17,500 lbs. (7938 kg) (Silverado 5500 HD 4X4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and (GR4) 13.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (4) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)

### REQUIRED OPTION

CODE	DESCRIPTION
R6G	26,000 lbs. GCWR (11,793 kg) (Requires 26k GCWR transmission (MWA, MWB, MIU, MIA, MH1, MG0, MIX, MF0, MA6 or MB6).)

### ENGINE

CODE	DESCRIPTION
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23277. Data Updated: Aug 26, 2024 6:43:00 PM PDT.



# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## POWER TAKE OFF

CODE	DESCRIPTION
PTO	Power Take Off, engine control provisions Access is available on left-hand and right-hand side

## TRANSMISSION

CODE	DESCRIPTION
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Rugged Duty Series, 19.5K GVW & 26K GCW Max., requires PTO and park pawl, On/Off Highway. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lbs. GCWR (11,793 kg).)

## AXLE

CODE	DESCRIPTION
066	Rear axle, 4.10 ratio Max road speed: 79 MPH

## FRONT AXLE

CODE	DESCRIPTION
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving

## REAR AXLE

CODE	DESCRIPTION
HD1	Rear axle, 15,000 lb. (6,804 kg) Dana Spicer S16-130, single reduction

## REAR SUSPENSION

CODE	DESCRIPTION
GR4	Rear suspension, 13,500 lbs. (6,123 kg) multi-leaf, vari-rate (Not available with (GL4) 11,000 lb. (4,999 kg) rear axle.)

## WHEELBASE

CODE	DESCRIPTION
ED9	Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind rear wheels. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lbs. Front axle/(FK6) 7,000 lbs. Front suspension or (FTL) 8,000 lbs. Front axle/(FSN) 8,000 lbs. Front suspension and/or (FU7) 15,500 lbs. rear suspension.) (STD)

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# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( 1 Complete )

## PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group includes standard equipment

## WHEELS

CODE	DESCRIPTION
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)

## FRONT TIRES

CODE	DESCRIPTION
XGG	Tires, front 225/70R19.5G traction blackwall Continental Max Axle Load: 7,940 lbs. (Requires (YAY) Tires, rear 225/70R19.5G traction blackwall Continental, Max Axle Load: 15,000 lbs.)

## REAR TIRES

CODE	DESCRIPTION
YAY	Tires, rear 225/70R19.5G traction blackwall Continental Max Axle Load: 15,000 lbs. (Requires (XGE) Tires, front 225/70R19.5G highway blackwall Continental, Max Axle Load: 7,940 lbs. or (XGG) Tires, front 225/70R19.5G traction blackwall Continental, Max Axle Load: 7,940 lbs.)

## SPARE TIRE

CODE	DESCRIPTION
ZBU	Tire, Spare 225/70R19.5G traction blackwall Continental (Requires (XGG) 225/70R19.5G Continental traction blackwall front tires or (YAY) 225/70R19.5G Continental traction blackwall rear tires. Includes (V33) Rim Wrench and handle only tool kit.)

## PAINT SCHEME

CODE	DESCRIPTION
ZY1	Paint, solid

## PAINT

CODE	DESCRIPTION
GAZ	Summit White

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# Tillery Chevrolet GMC, Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( ) Complete )

## SEAT TYPE

CODE	DESCRIPTION
A52	Seats, front 40/20/40 split-bench, cloth or vinyl 3-passenger. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar and storage pockets. (Requires (IOR) Chevrolet Infotainment System with 7" diagonal color touch-screen. Includes (AG1) 10-way power seat.)

## SEAT TRIM

CODE	DESCRIPTION
H2R	Dark Ash seats with Jet Black interior accents, Cloth seat trim includes manually adjustable driver lumbar

## RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth handsfree calling and streaming audio with select phones; wired phone projection via select 3rd party apps; USB ports; auxiliary jack. (Includes (UQ3) 6-speaker audio system. Requires (A52) Front 40/20/40 split-bench seats. Not available with (TG5) Single-slot CD/MP3 player, (UE1) OnStar or (U2K) SiriusXM Radio.)

## ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
VYU	Snow Plow Prep Package includes (UNL) auxiliary harness for headlamps and turn signals, (KW5) 220-amp alternator, forward lamp wiring harness and (TRW) provision for cab roof mounted lamp/beacon (Note: (KW5) 220-amp alternator can be upgraded to (KHB) dual, 150 amps and 220 amps each alternators.)

## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
7Y8	Batteries, heavy-duty dual 1300 cold-cranking amps includes battery box mounted to left side under cab
F0D	Axle to End of Frame, 63" (Requires wheelbase (ED9) 165", (ER2) 189" or (ED5) 201".)
G68	Shock Absorbers, rear (Not available with (91B), (91C), (91D) or (91E) prep for LiquidSpring rear suspension (incomplete).)
KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package.)
NSQ	Fuel tank, front and rear, 65 gallon total (Not available with (NPJ) left side exit exhaust system ahead of rear wheels when ordered with (EQB) 219" wheelbase.)
V33	Tool kit, Rim Wrench and handle only (Included with (ZBK), (ZMF), (ZEY), (ZEZ), (ZBT), (ZBU), (ZBV) and (ZBW) spare tires.)

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# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
5DX	Electrical Provisions, rear of cab, upfitter, body builder wiring includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
AKO	Glass, deep-tinted (Not available with (A61) rear window delete.)
DP9	Mirror caps, chrome (Requires (DPN) heated power-adjustable vertical trailering mirrors.)
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of Auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Requires (A31) power windows.)
JTR	Taillamp wiring harness provisions includes wiring for standard left and right taillamps, separate 8 feet of extra cable wiring for left and right body-mounted taillights
PWY	Wheel, 19.5" x 6.75", spare, steel, Black, 8-holes temporary mounted on frame, hub piloted (Required and only available with (PWQ), (PWR) or (PWS) steel wheels when ordered with a spare tire.)
TRW	Provision for cab roof-mounted lamp/beacon provides an overhead console mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)
UNL	Auxiliary harness, 3' for headlamps and turn signals (Included with (VYU) Snow Plow Prep Package.)

## ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
—	Bluetooth for phone, personal cell phone connectivity to vehicle audio system (Included and only available with (IOR) Chevrolet Infotainment System with 7" diagonal color touch-screen.)
UQ3	6-speaker audio system (Included and only available with (IOR) Chevrolet Infotainment System with 7" diagonal color touch-screen.)

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
A31	Windows, power with driver express up and down and express down on all other windows (Requires (DPN) outside heated power-adjustable vertical trailering mirrors or (DGP) outside, black, heated power-adjustable, high-visibility vertical camper-style 102" wide load mirrors.)
AG1	Seat adjuster, driver 10-way power (Included and only available with (A52) front 40/20/40 split-bench seat.)
AQQ	Remote Keyless Entry
C49	Defogger, rear-window electric
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

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# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (100% Complete)

## ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
UZF	Backup alarm (Includes (SFW) SEO Calibration for backup alarm. Included with (YF2) Emergency Service Package.)

## ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
VQ1	Fleet Processing Option

**Options Total**

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# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## Standard Equipment

### Mechanical

GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4x4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg.) (STD)

Rear axle, 4.30 ratio Max road speed: 75 MPH

Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind rear wheels. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lbs. Front axle/(FK6) 7,000 lbs. Front suspension or (FTL) 8,000 lbs. Front axle/(FSN) 8,000 lbs. Front suspension and/or (FU7) 15,500 lbs. rear suspension.) (STD)

Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailer provisions, trailer wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

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# Tillery Chevrolet GMC, Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

## Mechanical

Trailer brake controller, integrated

Incomplete vehicle

Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165" or (ER2) 189". Not available with (G40), (GP1) or (GP8) rear air suspension.)

Axle, Open rear axle, non-locking rear

Axle lubricant, front, synthetic oil EmGard FE-75W-90

Axle lubricant, rear, synthetic oil EmGard FE -75W-90

Steering, power (Bosch S2 8014 Plus)

Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)

Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle

Fuel, diesel B20

Capped Fuel Fill

Exhaust system, right side exit, behind rear wheels (Requires (ED9) 165" wheelbase.)

Exhaust brake

## Exterior

Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)

Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)

Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)

Spare tire delete (STD)

Wheel, spare delete

Bumper, front, Black

Assist steps

Front fender extension, painted body color

Grille, base, molded in color, Black

Grille guard screen, insect protection (mounted behind grille)

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Lamps, Smoked Amber roof marker

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# Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## Exterior

Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

## Entertainment

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

## Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5" diagonal monochromatic display provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

### Interior

- Mirror, inside rearview manual day/night
- Visors, driver and front passenger, vinyl
- Assist handle, front passenger and driver on A-pillars

### Safety-Mechanical

- Brake, parking, driveline park brake system
- StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist
- Traction control

### Safety-Exterior

- Daytime Running Lamps, with automatic exterior lamp control

### Safety-Interior

- Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)
- OnStar, delete
- Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)
- Horn, Trumpet Style, single-note

### WARRANTY

- Warranty Note: <<< Preliminary 2025 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 75,000
- Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years: 4
- Corrosion Miles/km: Unlimited
- Rear Axle Years: 5
- Rear Axle Miles/km: 75,000
- Frame Rail Years: 3
- Frame Rail Miles/km: 36,000
- Frame Rail Note: 3 years/36,000 miles (no charge) AND up to 5 years/Unlimited miles (50% charge)
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 75,000
- Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 11.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Steven Minner, Deputy Police Chief

**Meeting Date:** September 3, 2024

**Re:** Discussion on Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.

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### **Item Summary:**

Discussion on Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.

### **Financial Impact:**

None.

### **Item Discussion:**

Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.

### **Recommendations:**

To Discuss Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.

### **ATTACHMENTS:**

Description

Body Worn Cameras

Outside Employment

Retiree Firearm Buyback





# Ruidoso Police Department Standards and Procedures

0-30



Section -  
Chapter -  
Article -

Effective Date  
Revised Date  
Reviewed Date

## BODY WORN CAMERAS

### GENERAL STANDARD

The body-worn-camera (BWC) is an “on-the-body” audio and video recording system assigned to each officer of the Ruidoso Police Department as a means of documenting police activity. The purpose of this policy is to establish guidelines related to the use, management, storage and retrieval of the data stored on the departmental issued BWC that will foster transparency, promote accountability and trust, and preserve the department’s unique relationship with the citizens of Ruidoso. Although the use of BWC technology offers the opportunity for the department to document valuable evidence and document law enforcement interaction, this policy also recognizes limitations of the recording devices used by officers and will allow officers the opportunity to provide supplemental statements and reports when appropriate and in accordance with the provisions of this policy, in an effort to complete thorough and accurate investigations.

It is the policy of the Ruidoso Police Department to further the mission of the department, promote public trust, and enhance service to the community by accurately documenting events, actions, conditions, and statements made during citizen encounters, evidence collection, investigations, traffic stops, arrests, other incidents, and to help ensure officer and public safety. This policy conforms with NMSA 29-1-18 regarding BWCs.

### DEFINITIONS

**Standby Mode:** The BWC continuously loops a video recording for up to 30 seconds before the recording is started manually by the officer or automatically by other mechanical means. While buffering, only video (not audio) is recorded.

**Record Mode:** Once activated by pressing the record button, the BWC saves the recorded buffered video and continues to record both audio and video.

**Evidence Transfer Manager (ETM):** Docking unit used to recharge and upload previously recorded audio and video (stored media) from the BWC. The ETM automatically transfers all stored media to a computer-based repository located at the department.

**Repository:** A computer based digital media storage bank. All media uploaded is stored in a highly secure environment, accessible only to authorized personnel.

**Evidence Library:** A computer desktop application that allows users to view captured media from their in-car video and BWC. Users may also tag, categorize, add notes, and/or case/CAD numbers to captured media and will allow for upload to evidence disks/drives for discovery and submission into evidence.

**Department Program Administrator:** The program administrator will maintain the integrity and efficiency of the data management and file retention systems. The Department Program Administrator shall be selected by the Chief of Police or designee.

**Serious Use of Force:** For the purpose of this policy, a serious use of force is force used by an officer that results in serious injury or death to an individual.



# Ruidoso Police Department Standards and Procedures

0-30

Effective Date

Revised Date

Reviewed Date



## BODY WORN CAMERAS

Section -

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**Evidentiary Recordings:** Recordings that contain images and sound that may be used for evidence-based prosecution and/or for civil court proceedings. This may include, but is not limited to, felony stops and arrests; incidents involving injuries or death; criminal investigations; incidents involving use of force; vehicle pursuits; and execution of warrants.

**Non-Evidentiary Recordings:** Non-evidentiary recordings are those that do not necessarily aid in an investigation or prosecution, which include found property, traffic stops, motor vehicle crashes, alarm calls, and citizen contacts where no crime has occurred (other than a traffic citation).

### STANDARDS AND PROCEDURES

#### A. General Use Procedures

1. Authorized BWCs shall be activated when responding to calls for service, prior to (or as soon as practical) all law enforcement related encounters and activities involving the general public, provided that the activation does not interfere with officer safety or the safety of others.
  - a. If an officer intentionally deactivates a BWC prior to the conclusion of an event, the BWC stops working, or when there is a delay in activating the BWC, the officer shall document the reason(s) for the discrepancy by stating audibly on the video the reason for any deactivation and including such deactivation(s) or lapses, in detail, in their report. If no report is generated, the officer will document such actions in a memo to their supervisor.
  - b. Officers will activate the BWC while responding to an emergency call (Code-3) and while engaged in a vehicle pursuit.
  - c. Officers will activate the BWC during a foot pursuit when it is both practical and safe to do so in accordance with sub-section B (3)(f) of this policy.
  - d. During search warrants, the BWC shall be activated during contact with any suspects or witnesses, or when such contact is likely to occur.
    - 1) The BWC shall be activated during the initial warrant service (approach, clearing, and initial walk-through).
    - 2) Once the scene is secure and if there is no other contact or anticipated contact with suspects or witnesses, the BWC may be placed in STANDBY mode.
  - e. During tactical operations, the BWC will be activated during contact with any suspects or witnesses, or when such contact is likely to occur.
    - 1) The BWC will also be activated when any actions, such as deploying any type of munitions, maneuvering to positions, approaches, clearing, etc.



# Ruidoso Police Department Standards and Procedures

*Handwritten initials/signature*

Effective Date

Revised Date

Reviewed Date



## BODY WORN CAMERAS

Section -

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Article -

2. All audio, images and media associated with the BWC are the property of the Ruidoso Police Department and shall not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the express written consent of the Chief of Police or designee.
3. Special duties and assignments.
  - a. Officers assigned to Task Force positions and not immediately supervised by department personnel will adhere to the governing policies and procedures for that agency when determining whether to utilize BWCs.
  - b. It will be the responsibility of the supervisor overseeing department specialized units or plain clothes details to determine the applicability of BWC usage that may jeopardize the safety of an officer or member of the public.
  - c. Officers temporarily posted to a specialized assignment and/or duty will be required to follow the BWC policy for that position in determining the applicability of this policy.
  - d. Officers engaging in overtime details or special assignments shall adhere to this policy while fulfilling those duties in any capacity for the Ruidoso Police Department.
4. Medical facilities, Ambulances, and Patient Privacy
  - a. Officers may record ambulance transports when they are present for law enforcement purposes.
  - b. Officers shall not record in the common areas of medical facilities except when recording an event in accordance with sub-section A (1) of this policy.
  - c. When officers are in hospitals or medical facilities pursuant to sub-section A (1) of this policy, they shall continue to record and make every effort to provide patients with privacy such that they do not record patients during medical or psychological treatment or evaluations by clinicians or similar medical professionals. When recording in hospitals or other medical or psychiatric facilities, officers shall be careful to avoid, when possible, recording persons other than the suspect, complainant, and witnesses. However, officers may continue to record interaction with a combative suspect until medical or psychiatric staff has control over the individual.
- B. Officer Responsibility
  1. All officers in uniform shall have an operational BWC affixed to their uniform while on duty ~~(on duty includes court and MVD hearings)~~. Exceptions to this include training events ~~while an officer is in a specialized unit uniform (SWAT, CNT, etc.), however, the BWC must be available~~.
    - a. Wear and use directives may be overridden by the Chief of Police or designee with regard to



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plainclothes assignments.

- b. Officers assigned to plain clothes or detective positions shall be required to comply with this policy only when conducting investigations or following up on incidents described in subsection A (1).
  - c. Officers assigned to the department front desk or assigned to a duty determined by the Chief of Police or designee to be within an exception to the BWC requirement, will not be required to activate their BWC unless the officer **[is going to have direct contact with the general public,]** determines that activation is appropriate and will lead to the collection of evidence or will document events consistent with this policy.
2. Officers are to ensure the following when assigned to use the BWC:
- a. The BWC has no signs of damage and is functioning properly. Any apparent damage, malfunction or loss shall immediately be brought to the attention of the shift supervisor and shall be documented by the officer assigned to the device; such documentation shall include the date and time of the noted damage, malfunction or loss of equipment.
  - b. The BWC shall be properly affixed to the officer's uniform at the start of the officer's duty or shift in accordance with departmental regulations and manufacturer's guidelines. The BWC will be worn for the entire shift or duty assignment **[except when in a charging cradle or downloading videos but should be readily available]** and should be worn in a location and manner that maximizes the camera's ability to capture video footage of the officer's activities.
  - c. To record all situations directed by this policy, the officer shall maintain the BWC in a constant state of operational readiness. Operational readiness means that the BWC has adequate battery life / available storage and remains properly affixed to the officer's uniform. In the event that the BWC's memory is full or that the BWC's battery is displaying a diminished capacity prior to the end of the officer's regular shift, the officer shall immediately take reasonable steps to remedy the situation as soon as possible which may include checking out another device if needed.
  - d. Officers are responsible for the care and maintenance of the BWC while assigned to them. The BWC shall be operated and maintained according to the manufacturer's instructions and recommendations.
  - e. Officers shall only use a BWC that has been issued and approved by the Ruidoso Police Department. The use of personal video recording devices is not authorized, and any deviation requires prior approval from the Chief of Police or designee.
  - f. Officers shall document the use of BWC on reports, in accordance with current standards and procedures.
  - g. Officers shall properly categorize all BWC recordings. The categorization establishes the retention period of the videos as well as if the video is evidentiary or non-evidentiary. If an encounter (such as a traffic stop) results in a report being generated, the videos shall be assigned with the appropriate category such as report.



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- 1) Any video that is miscategorized with the intent to conceal its contents will be grounds for discipline up to and including termination.
- h. Whenever a case number is drawn for an incident, the officer shall assign the video to the case number in the Evidence Library. All officers present at the incident shall also assign their videos to the appropriate case number in the Evidence Library, not just the case officer.
- i. For non-report cases, the officer may, if needed, enter the Computer Aided Dispatch (CAD) number in the video label section. **Only numbers are authorized in the ID Number section (no letters or special characters).**
- j. Officers shall place the BWC into the ETM at least once every duty day.
  - 1) This requirement may be waived by the on-duty supervisor, but no longer than one calendar day; unless the BWC contains footage that is critical to a criminal investigation and/or is needed for a Supervisor's Review, Use of Force Review, or Pursuit Review, or is related an incident that is likely to result in media attention.
  - 2) If the officer was involved in a pursuit, use of force, or other serious incident, or the officer believes a complaint will result from a citizen contact, the BWC must be uploaded as soon as practical.
  - 3) When BWC footage is needed to further a criminal investigation, it shall be uploaded as soon as practical.
  - 4) In the event that an officer intends to be away from duty (leave, etc.) for more than two days, the BWC shall be uploaded prior to the end of shift on the last duty day prior to the anticipated absence. This includes regular days off.
- k. It is recommended officers make every effort to keep the BWC affixed on their person while traveling to and from home, in the event the officer is involved in or required to take some form of enforcement action while in route. The officer must have a BWC available any time they operate a department vehicle.
3. Limitations - The following basic limitations or constraints should be taken into consideration when viewing BWC recordings:
  - a. A camera mounted on a fixed point on an officer will have limited perspective and should not be considered an officer's entire view or vantage point; the BWC will not always be pointed in the same direction as the officer's line of sight;
  - b. An officer may experience different psychological and/or physiological affects when presented with life-threatening situations that recorded camera footage may not reflect or capture;





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- c. A camera will not record the sensory cues an officer is trained to observe during human interaction, e.g. the sudden tense grip of a suspect or visual cues that alert an officer that a suspect is about to flee;
  - d. Normal human reaction time, especially during stressful situations, may not be accurately depicted as human reaction tends to be slower than the live speeds at which a camera captures.
  - e. An event may not be recorded in its entirety due to the inability of an officer to start the BWC when an event unfolds rapidly, officer safety issues preclude it, mechanical failure of the BWC, or an officer's concealed location precludes an open field of view for the BWC.
  - f. The Ruidoso Police Department recognizes there are certain circumstances where officers in a proactive (non-dispatched) capacity may become involved in a situation requiring immediate action to prevent injury, make an arrest and/or prevent the destruction of evidence or escape. When these situations occur, officers should activate the BWC if doing so does not place them or others in danger. If the immediate activation of the BWC is not feasible due to an immediate risk to the safety of the officer or others, the officer will activate the BWC at the first available opportunity after the immediate threat has abated. Supervisors will closely review documentation of such incidents to ensure exigent circumstances did in fact exist.
4. Officers shall not:
- a. Remove, dismantle, or tamper with any hardware or software component or part associated with the BWCs or related applications;
  - b. Destroy, delete, disseminate, edit, alter, modify, tamper with, upload to social media, or otherwise use BWC recordings without written permission from the Chief of Police or designee.
  - c. Copy, record, download, or share a BWC recording for other than official purposes without written approval from the Chief of Police or designee.
  - d. Record, view, download, or convert any BWC recording for personal use;
  - e. Intentionally use any other officer's assigned BWC. If an officer inadvertently uses another officer's assigned BWC, they shall notify their direct supervisor immediately via email;
  - f. Record conversations of Ruidoso Police Department personnel during routine, non-enforcement related activity either with the BDC or any other device without consent from the other officers present.
  - g. Intentionally or willingly record confidential informants or undercover officers unless the case officer approves such recordings;
  - h. Use any other electronic device or other means to intentionally interfere with the capability of



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the BWC;

5. Officers may place the BWC into STANDBY mode under the following circumstances and conditions:
  - a. When requested by a victim of a crime and it is reasonable to do so.
  - b. When requested by a witness of a crime or community member who wishes to remain anonymous and there is no other practical reason to record;
  - c. When interacting with a confidential informant;
  - d. Officers may take into consideration an unclothed or partially clothed subject or victim and may obscure the view until such time that the subject or victim is clothed. The officer shall note on the recording the reason for temporarily obscuring the view of the recording;
6. Officers may continue to record or resume recording a victim or witness if exigent circumstances exist or if the officer has reasonable suspicion that a victim, witness, or confidential informant has committed or is in the process of committing a crime. Officers will indicate in the report the reason for continuing to record, despite the request of the victim or witness, unless impractical or impossible to do so;
7. During the recording of an incident, officers will not disengage the BWC until the entire incident has been recorded, when further recording of the incident will not serve a proper police purpose. In the event of an arrest, the incident is concluded when the subject is transported and booked. During periods of no direct contact with the arrestee; completing paperwork, etc., the BWC may be deactivated. Any contact or interaction with the arrestee shall be recorded with the BWC unless there are other video and audio recording devices active, such as in the booking area.
8. Stored video and audio data from a BWC shall not be used to create a database or pool of mug shots; or be used as fillers in photo arrays; or be searched using facial recognition software, unless an identified suspect remains at large or has been taken into custody and such identification is necessary to aid in prosecution.

### c. Officer, Supervisory, and Investigatory Review

#### 1. Serious Incidents and Reviews

- a. In the event of a use of force, vehicle pursuit or in-custody death, all BWC recordings shall be uploaded as soon as practical by the officer, lead detective, designated sergeant or assigned task force investigator. The BWC shall remain with the officer until collected for evidentiary purposes by an investigator, a supervisor, or when the officer is directed to upload a recording to the ETM. This is to maintain the chain of custody for evidentiary purposes.
- b. Once the officer's initial statement has been submitted, the appropriate investigator will show the officer his/her audio/video upon request. This will occur prior to the conclusion of the interview process. The officer will be given the opportunity to provide additional information to supplement his/her statement in both verbal and written form and may be asked additional



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questions by the investigator.

2. Investigation of an officer
  - a. Officers who are the subject of a criminal investigation may only view their own audio/video recordings at the direction of the Chief of Police or designee.
  - b. Officers who have received notice that they are the target or a witness in an Internal Affairs investigation, may only view their own audio/video recordings at the direction of the Chief of Police or his designee
3. Investigators conducting criminal or administrative investigations shall:
  - a. Advise the records custodian and the affected officer's chain of command that public disclosure of the BWC recordings is restricted due to ongoing criminal or internal investigation;
  - b. Review the file to determine whether the BWC recordings are of evidentiary value and process the recordings in accordance with this policy;
  - c. Notify the records custodian and affected chain of command when the access restriction is no longer necessary and when the criminal and/or administrative investigation is closed.
4. Supervisor Responsibilities
  - a. When an incident arises that requires the immediate retrieval of BWC media for chain of custody purposes (including, but not limited to serious crime scenes, officer-involved shootings, use of force, in-custody death, vehicle pursuit, or others as determined by policy/supervision), a supervisor shall respond to the scene and ensure the BWC remains affixed to the officer in the manner it was found and that the BWC data remains uncompromised. The investigating officer may approve the removal of the BWC by supervisory personnel.
  - b. BWC recordings may be reviewed in order to ensure that equipment is operating properly, that officers are using the devices appropriately and in accordance with this policy, and in order to identify any areas in which additional training or guidance is suggested.
  - c. A supervisor may review BWC recordings when investigating a specific act of misconduct, to ensure subordinates are complying with this directive, and to assess officer conduct.
  - d. A supervisor may review BWC recordings when an officer has been placed on a performance improvement plan within the evaluation system in order to address identified behavioral or performance deficiencies. The performance observed shall be documented and maintained by the supervisor conducting the review.
  - e. A supervisor may review BWC recordings of probationary officers. Such a review may be documented in a Daily Observation Report.





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- f. If a higher-ranking officer orders a subordinate to deactivate the BWC, the higher-ranking officer shall state the reason for the deactivation audibly so that the authorization may be documented on the BWC.
- g. A Field Training Officer (FTO) may review another officer's BWC recording while they are on OJT for the purpose of evaluating training, performance, and any training deficiencies. The review of the BWC recording will be documented on the Daily Observation Report.
- h. Any recordings necessary for supervisor, use of force, pursuit, and/or crash reviews or internal affairs investigation may be locked pending review. Once the review is complete and a file copy of the BWC footage is made, the video may be unlocked.

#### D. Requests for the BWC Recordings by the Public

- 1. Items stored in the repository are evidence and will only be released in accordance with the rules for evidence, department standards and procedures, or as a result of an Inspection of Public Records Act (IPRA) request.
  - a. Any discovery requests by defense attorneys will follow the same procedures as with other evidence.
  - b. The evidence may be shared with prosecuting attorneys and other agencies involved with the case.
  - c. Evidence from open cases may be released in accordance with IPRA unless the information contained will compromise an ongoing investigation.
  - d. Case agents may allow persons to view videos after consultation with the prosecuting attorney. If sensitive or personal information of someone other than the viewing party is on the video, redaction should be considered as necessary. The viewing of the video shall be done under the supervision of the prosecuting attorney, lead detective, or the records custodian. A copy of the video will not be released.
  - e. Videos and recordings provided under IPRA shall be redacted and only released by the records custodian.
- 2. Officers who receive a request to review BWC footage shall immediately notify the records custodian to meet the requirements of IPRA.
  - a. The person making the IPRA request will be referred to the records custodian who will coordinate fulfillment of the request.
  - b. The records custodian may consult with the village clerk and/or city attorney in order to determine if any portion of the recording should be redacted and if any other privacy concerns exist.
  - c. If needed, a supervisor shall conduct a review of the recording in order to determine that



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viewing it would not compromise the safety of any other subject, techniques utilized by law enforcement not for public knowledge, or privacy issues regarding juveniles or victims of crimes in accordance with state law.

### E. Data Management and File Retention

#### 1. Managing video evidence.

a. If the resulting case will be forwarded to the district attorney's office for prosecution, the officer shall download the videos to an external drive to be submitted with their verification packet to the DA's office following verification procedures

2. Recordings are either evidentiary or non-evidentiary recordings. The officer's supervisor may conduct an audit to ensure recordings are tagged appropriately with the case number and category:

#### a. Evidentiary Recordings

1) Evidentiary Recordings shall be retained for 1 year after the date of incident or 60 days after date of court disposition, whichever is less. The records custodian will delete the videos along with the other case evidence in accordance with applicable laws and the department's Evidence and Property Control policy.

2) The time period for recordings involving homicide, sexual assault and child abuse shall be indefinite or upon explicit written approval from the district attorney and/or village attorney via an Ex Parte order from the responsible court.

#### b. Non-evidentiary recordings

1) Should the category change to one involving a crime, the officer shall re-categorize the recordings tag to the appropriate category immediately upon learning of the change. This includes traffic crashes or stops that result in a criminal investigation.

2) The time period for retention of non-evidentiary recordings shall be 120 days after the date of creation in accordance with NMSA 29-1-18 (A)(3).

3) Recordings used to aid in training may be recorded and stored separately and apart from the repository. The usage of such recordings shall be documented and approved by the Training Unit and continued retention approved by the Chief of Police or designee.

3. Access to all BWC stored media shall be restricted to authorized users, and the viewing of any BWC footage will be restricted to legitimate law enforcement purposes.

4. Any request for BWC media made from outside the Ruidoso Police Department shall comply with the records disclosure, records management policies of the department and the New Mexico Inspection



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of Public Records Act (IPRA). Recordings provided under IPRA will be redacted in accordance with applicable local, State, and Federal rules and directives.

- F. This procedure is to be used in conjunction with Department standards, orders, values and other relevant policies and procedures.

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## OUTSIDE EMPLOYMENT

### GENERAL STANDARD

Limiting employment in which employees may engage is essential for the efficient operations of the department and for the protection of the community. The critical mission of the department justifies the regulation of secondary employment. The department outlines four factors that justify this regulation.

First, the public has a right to expect that the department's employees are both physically and mentally prepared to assume the duties within the public safety profession. It is vital that employees are not impaired when operating emergency vehicles, deadly weapons, defensive tools, or other equipment. Participation in secondary employment may impair job performance and hinder the public's right to a competent service. An employee working two jobs may lead to physical or mental exhaustion.

Second, since Ruidoso Police Department employees are subject to call at all times, regulating secondary employment ensures that employees are always available for emergency service.

Third, an employee's ability may be limited due to secondary employment that creates a work environment that is dangerous to other personnel. Employees who become restricted due to insufficient rest expose other personnel to a higher risk of injury. If an employee is not completely alert and capable, the lives of other employees and the public can be in jeopardy.

Finally, regulating secondary employment is justified in order to prevent conflicts of interest between public safety employment and secondary employment. Those who enforce the law should not become involved in secondary employment that either violates the law or which creates an appearance of impropriety.

Therefore, in order to ensure the integrity of the department, and to preserve its effectiveness in the public safety function, this department shall regulate secondary employment.

### STANDARDS AND PROCEDURES

#### A. Requests for outside employment

1. An employee shall fill out the request for outside employment and submit it to the department director/manager for approval.
2. The request will then be reviewed by the village manager for final approval.
3. Requests will be submitted when an employee gains or changes outside employment.
4. Requests will be made on an annual basis for the fiscal year.
5. A copy of the request whether approved or denied shall be kept in the employee's personnel file in the Human Resources Department.

#### B. Permission to engage in outside employment may not be granted if:

1. The outside employment impairs the employee's on-the-job-efficiency.



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## OUTSIDE EMPLOYMENT

2. The outside employment is unfavorable publicity to the Village of Ruidoso or poor public relations would result.
  3. The outside employment conflicts with the employee's official capacity with the Village of Ruidoso.
  4. The employee receives below average rating from the supervisor on punctuality, safety, work performance, or attendance records or
  5. The outside employment is considered by the Village as unusually physically strenuous and/or hazardous.
- c. Withdrawal of permission
1. An employee's permission to maintain outside employment may be withdrawn if, upon review by the employee's Supervisor or department director/manager, it is determined the employee's work performance, attendance, or other conditions of employment are not meeting the Village of Ruidoso's needs.
- d. This procedure is to be used in conjunction with department standards, orders, values and other relevant policies and procedures.

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## Retiree Firearm Purchase

### GENERAL STANDARD

The purpose of this policy is to outline the process and conditions associated with the purchase and transfer of a department issued duty weapon to a retiring officer.

### STANDARDS AND PROCEDURES

- A. In accordance with this policy, the Ruidoso Police Department may authorize the transfer of a retiring officer's issued duty weapon to the retiring officer upon meeting the following requirements.
  1. This policy only applies to the assigned duty handgun, and the magazines issued with it.
  2. The officer is retiring in good standing and who is terminating their employment from service through an approved state retirement system,
  3. The officer has ten or more years of full-time service with the Ruidoso Police Department as an officer.
- B. Procedure for transfer
  1. Thirty days or more before the officer is to retire, the retiring officer shall submit a letter to the chief of police requesting the purchase of their issued duty weapon.
  2. Upon submitting the letter of intent to purchase, the retiring officer shall return the duty weapon in question to the department armorer and receive a temporary replacement.
  3. The armorer shall assess the fair market or replacement value of the weapon and submit that to the chief of police for approval.
  4. Upon approval from the chief of police, the weapon shall be transferred to an FFL at the agreed upon price plus any applicable transfer fees, to be transferred to the retiring officer.
  5. Upon transfer to the retiring officer, the weapon will be removed from the department's inventory.
  6. Copies of the purchase agreement shall be filed with the department's inventory custodian.
- c. This procedure is to be used in conjunction with department standards, orders, values and other relevant policies and procedures.

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 12.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Mayor Lynn D. Crawford

**Meeting Date:** September 3, 2024

**Re:** Discussion on Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members.

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### **Item Summary:**

Discussion on Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members.

### **Financial Impact:**

None.

### **Item Discussion:**

Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members:

David Stevens - Chair

Dave Stepp - Vice-Chair

Randy Bailey - Member

Larry Jessen - Member

Doug Williams - Member

Rob Kermanj - Member

### **Recommendations:**

To Discuss Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members.