

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR COUNCIL MEETING
SEPTEMBER 10, 2024 AT 1:00 PM**

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

CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

ROLL CALL

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
August 6, 2024 - Workshop Meeting
August 6, 2024, 2nd ICIP Town Hall Meeting
August 12, 2024 - Regular Meeting
September 3, 2024 - Workshop Meeting
2. Approval of Certificate of Destruction #2024-004.
3. Approval of 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.
4. Approval of 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.
5. Approval of 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.
6. Approval of Dissolution of the Sierra Blanca Regional Airport Advisory Board and

Removal of Board Members.

7. Approval of Request to Schedule a Public Hearing on October 8, 2024 for Ordinance 2024-25, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.
8. Approval of 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.

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

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions
2. Presentation of Retirement Plaque to Joel Rowland for his Service to the Village of Ruidoso as an Operator IV/LB for the Regional Waste Water Treatment Plant from October 2001 through August 2024.
3. Wingfield Heritage House Museum Ribbon Cutting to be Held on October 17, 2024

VILLAGE MANAGER REPORT.

1. Village Manager's Report
2. Update on NM HWY 532 (Ski Run Road) - Francisco Sanchez, New Mexico Department of Transportation District 2 Engineer.
3. Clean and Lien Update - Robert "Bobby" Simpson, Code Enforcement/Animal Control Officer
4. Update on Village of Ruidoso Permitting, Building Inspections and Plan Review.

REPORTS FROM MUNICIPAL OFFICIALS.

REGULAR ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2024-40, a Resolution Adopting the Infrastructure Capital Improvement Plan (ICIP) for Fiscal Years 2026-2030.
2. Discussion on Review of Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.
3. Discussion and Possible Action on Agreement with EcoServants, Inc. for Professional Services for Community Partnership Improvement Projects and Services, in the Amount of \$12,400.00, Including NMGRT.
4. Discussion and Possible Action 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 \$237,500.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$250,000.00.

5. Discussion and Possible Action 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.
6. Discussion and Possible Action on Award of ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex to Crosstown Construction & Trucking, LLC in the Amount of \$136,093.49 Including NMGRT.
7. Discussion and Possible Action on Contract for Goods and Services for Waterline Erosion Protection Project at Eagle Creek Sports Complex with Crosstown Construction & Trucking, LLC Awarded via Invitation to Bid (ITB) #2025-001B in the Amount of \$136,093.49 Including NMGRT.
8. Discussion and Possible Action on Ruidoso Police Department Policies for Body Worn Cameras, Outside Employment and Retiree Firearm Buyback.
9. Discussion and Possible Action on Contract for Services Between the County of Lincoln and the Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County in the Amount of \$15,000.00.
10. Discussion and Possible Action on Contract for Public Transportation with Zia Therapy Center to Provide Public Transportation within the Village of Ruidoso, in the amount of \$72,794.50 for Fiscal Year 2024/2025.

CLOSED SESSION.

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

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

ADJOURN.

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

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 1.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes
August 6, 2024 - Workshop Meeting
August 6, 2024, 2nd ICIP Town Hall Meeting
August 12, 2024 - Regular Meeting
September 3, 2024 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
August 6, 2024 - Workshop Meeting
August 6, 2024, 2nd ICIP Town Hall Meeting
August 12, 2024 - Regular Meeting
September 3, 2024 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes
August 6, 2024 - Workshop Meeting
August 6, 2024, 2nd ICIP Town Hall Meeting
August 12, 2024 - Regular Meeting
September 3, 2024 - Workshop Meeting

ATTACHMENTS:

Description

Workshop Meeting Minutes August 6, 2024

ICIP Town Hall Minutes - Aug. 6, 2024

Regular Meeting Minutes August 12, 2024
Workshop Meeting Minutes September 3, 2024

**VILLAGE OF RUIDOSO
GOVERNING BODY, WORKSHOP MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
AUGUST 6, 2024**

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Lutterman, Jackson, Cory, Eby and Hooker were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Christella Armijo, Water Resource Director; Judi M. Starkovich, Finance Director; Eddie Ryan, Manager of Events and Strategic Partnerships; Ashlie Carabajal, Water Resource Manager; Matthew Baird, Parks and Recreation Director; Randy Koehn, Water Production Manager; Lee Baker, Airport Manager; Joshua Long, Street Department Manager; Alex Koenig, Community Development Director; and Lawrence Chavez, Police Chief. Legal Council present was Zachary Cook. Municipal employees present via Zoom were Robin Parks, Staff Accountant II; Anthony Montes, Community Center Manager; and Teresa Gutierrez, Executive Administrative Assistant.

1. Discussion on Utility Billing Issues Due to the South Fork and Salt Fires.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the August 12, 2024 Regular Council Meeting.

2. Discussion on Purchase of a 2024 Ford F-150 4X4 from Chalmers Ford Utilizing the Statewide Price Agreement #00-00000-00-00121 in the Amount of \$52,435.00 and the Purchase of Emergency Equipment from MHQ West Emergency and Service Solutions Utilizing Statewide Contract #20-00000-21-00030 in the Amount of \$13,172.97 Including NMGRT; Final Total of \$61,307.97.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

3. Discussion on Resolution 2024-26, 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 \$1,187,944, Including a Loan in the Amount of \$118,794 for Phase II of the Tank Restoration Project.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

4. Discussion on Agreement Between the Village of Ruidoso and the Humane

Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of \$95,000.00.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the August 12, 2024 Regular Council Meeting.

5. Discussion on Resolution 2024-30 a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership with the Southeastern New Mexico Economic Development District/Council of Governments in the Amount of \$2,450.00.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

6. Discussion on Certificate of Records Destruction No. 2024-003.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

7. Discussion on Final Change Order No. 2 with Hasse Contracting Company, for the Grindstone Dam Principal Spillway and North Dam Crest Concrete Repairs (ITB) #2023-017B Resulting in a Decrease of the Contract Amount by \$45,301.94 including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

8. Discussion on Task Order RFP#2021-007P-11-Amendment 3 River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test with John Shomaker & Associates Inc. to Increase Cost by \$15,055.44, for a Total Project Cost of \$89,850.63 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

9. Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

10. Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing

Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

11. Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

12. Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

13. Discussion on Resolution 2024-35, 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 Construction of Erosion Control Structures within Grindstone Canyon.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

14. Discussion on Resolution 2024-36, 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 Wingfield Homestead Second Addition Waterline Replacement.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

15. Discussion on Agreement with New Mexico Department of Transportation for Supply of Salt for Snow & Ice Removal on New Mexico Highway 48.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the August 12, 2024 Regular Council Meeting.

ADJOURNMENT

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:21 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 12th day of August, 2024.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) TOWN HALL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345**

TUESDAY, AUGUST 6, 2024, 4:00 P.M.

The Village Clerk welcomed those in attendance to the Infrastructure Capital Improvement Plan (ICIP) Town Hall Meeting.

Village of Ruidoso employees present were Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Levi Beaty, Project Manager; John Russell, Project Manager; Andrea Nejerer, Capital Projects Coordinator; Christella Armijo, Water Resource Director and Christy Coker, Purchasing Agent. Visitors present were: Dana Schenk, Randal Hamilton, Rhonda Alberg, Barry Moffitt, Antoinette Rosus, Beth Parsons, Gavia Bigger, Cody Durden, Krystal Faulkner, Daniel McKay, Angie Olivas, Jennifer Brewer, Rochelle Lentschke, Bill Hall, Jacob Rigsby, Moira Terry, Deborah Douds, Randy Sims, Ursula & Lyan Cooley, Carol Duncan, Tracy Haragan, Hector & Martha Gonzalez, Andrea Fernandez, Dawn McGlasson, Rick & Laurie Gammill, Jim & Mary Westeneier, Terry & Carlene Latham, Stevie Mac and Jason Fulcher.

There was discussion between those in attendance about the "proposed" projects for the Village's FY 2026-2030 Infrastructure Capital Improvement Plan. Ideas presented were housing, water/sewer lines, recreation complexes, drainage improvements, watershed improvements, airport improvements, road and bridge work on Fern Trail, bridges in Upper Canyon, flood control on Sudderth at Two Rivers, transportation, a walkable trail along the river and a resource/refurbish center.

There being no further discussion, the town hall meeting adjourned at 5:00 p.m.

Passed and approved this 10th day of September 2024.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST: _____

Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
AUGUST 12, 2024**

CALL TO ORDER

Mayor Lynn D. Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Hooker, Salas, Cory, Lutterman and Eby were recorded present in person. Councilor Jackson was absent. Municipal employees present were Ronald L. Sena, Village Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Adam Sanchez, Public Works Director; Lee Baker, Airport Manager; Matthew Baird, Parks and Recreation Director; Christella Armijo, Water Resource Director; Lawrence Chavez, Police Chief; Anthony Montes, Community Center Manager; Dianne Staab, Library Manager; Eddie Ryan, Manager of Events and Strategic Partnerships; Zachary J. Cook, Village Attorney; Randy Koehn, Water Production Manager; Robin Parks, Staff Accountant II; Stephanie Warren, GIS Coordinator/Planner; Johanna Quintana, HR Generalist; Isaac Garcia, RWWTP Director; Dick Cooke, Director of Forestry; Cheryl Gerthe, HR Director; Judi Starkovich, Finance Director; Maurice Gutierrez, Asst. Finance Director; Dustie Brothers, Utility Supervisor;; Amber Word, Community Center Coordinator; Ashlie Carbajal, Water Resource Manager; Lawrence Chavez, Police Chief; Steve Minner, Deputy Police Chief; Alex Koenig, Community Development Director; Bobby Simpson, Code Enforcement Officer and Katie Simpson, Dispatch Supervisor. There were approximately 11 visitors in attendance.

APPROVAL OF AGENDA.

Councilor Salas moved to approve the agenda and allow the Mayor to move items as necessary, Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
July 9, 2024 - Regular Meeting
July 29, 2024- Special Meeting
2. Approval of Purchase of a 2024 Ford F-150 4X4 from Chalmers Ford Utilizing the Statewide Price Agreement #00-00000-00-00121 in the Amount of \$52,435.00 and the Purchase of Emergency Equipment from MHQ West Emergency and Service Solutions Utilizing Statewide Contract #20-00000-21-00030 in the Amount of \$13,172.97 Including NMGRT; Final Total of \$61,307.97.
3. Approval of Adoption of Resolution 2024-26, 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 \$1,187,944, Including a Loan in the Amount of \$118,794 for Phase II of the Tank Restoration Project.

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6. Approval of Final Change Order No. 2 with Hasse Contracting Company, for the Grindstone Dam Principal Spillway and North Dam Crest Concrete Repairs (ITB) #2023-017B Resulting in a Decrease of the Contract Amount by \$45,301.94 including NMGRT.
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12. Approval of Adoption of Resolution 2024-35, 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 Construction of Erosion Control Structures within Grindstone Canyon.
13. Approval of Adoption of Resolution 2024-36, 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 Wingfield Homestead Second Addition Waterline Replacement.

14. Approval of Agreement with New Mexico Department of Transportation for Supply of Salt for Snow & Ice Removal on New Mexico Highway 48.

Councilor Cory moved to approve the Consent Regular Items as presented, Councilor Lutterman seconded the motion and the motion carried with a roll call vote of all ayes.

PUBLIC INPUT.

Dick Boebinger stated that he had received a "high" water bill due to the evacuation. He stated that his drip system had a leak during the time surrounding the evacuation and requested a refund of the excess to the normal amount of usage.

Debra Butz recognized the strong support of the community during the disaster but stated that she felt the elderly home owners are neglected due to lack of being able to communicate with the public. She stated that she supports advocating awareness of resources available for displaced victims.

Andrea Fernandez stated that she is grateful for drinkable water in the Village and would like to see more action for being sustainable such as double-side copying of the agendas for council meetings, turning off lights in public buildings when not in use, shared transportation and reducing the purchase of single use plastic products. She stated that this is the year for redevelopment of the master comprehensive plan and would like to see the Village include projects that the Village can fund such as bike paths along the river.

Dana Shank stated that she had applied for financial help with FEMA for her small business on July 1 and to date had not received a response. She stated that she would like to see the Village's disaster recovery plan "tweaked" to meet current planning for recovery and wondered what can be expected?

Angie Olivas stated that she has become familiar with House Bill 1 funding and requested transparency of the use of the funds through the Village and also a time plan, what political subdivisions will and how much each will receive. She asked how money received through the Lincoln County Community Foundation is being allocated. Ms. Olivas requested that information from the "Monday with the Mayor" radio shows be put on the Village's website.

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions

Mayor Crawford presented the following new employees:

Cory Crayton – Certified Patrol Officer – DOH 7/15/24

Alessa Mize – 911 Dispatch – DOH 7/22/24

Alex Koenig – Community Development Director – DOH 7/29/24

Jon Lund – Certified Patrol Officer – DOH 7/29/24

Jaime Paul – Library Assistant I – DOH 7/29/24

Theresa DeLeon – Library Assistant I – DOH 8/12/24

2. Update on Donations to the Community Foundation of Lincoln County - Riker Davis

Riker Davis representing the Lincoln County Community Foundation presented to the Council that the Foundation was established in 2006. Mr. Davis stated that he greatly appreciates the collaboration received from the Village and the County. Mr. Davis stated that the Foundation has to date received more than 100 donors from 40 states for the fire and flood and disaster. He further stated that \$100,000 has been given out in gift cards. Over 900 applications have been processed with money given to approximately 166 fire victims and 133 flood victims.

3. Update on 603 Mechem Paving Project - Zeke Greer

Zeke Greer representing White Sands Construction presented an update to the Council on the 603 Mechem housing project. Mr. Greer stated that access roads have been cut in and currently there are 3 pads complete with retaining walls, other pads are in progress and the manufactured home company is completing the rest of the foundations.

BOARD AND COMMISSION APPOINTMENTS.

No appointments were needed to be made.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

Ronald L. Sena, Village Manager, gave his monthly managers report.

2. Update on Elk Meadows - Colin Kruger

Colin Kruger presented to the Council that the Elk Meadows, 9% tax credit housing project will break ground early next year.

3. Update on Village of Ruidoso Fiber Project - Johnny Montoya

Johnny Montoya and Brent Master representing Windstream updated Council on the Village's fiber project stating that in collaboration with TDS, MATI, Verizon and PNM they are making progress in moving the project forward. Mr. Montoya stated that Windstream has bought in construction crews to finish the project and that completion is in the final stages.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Cory reported that he has met with several residents of the Village in regard to status of replacement of infrastructure affected by the fire and flood disasters.

Councilor Hooker that the Village is diligently working with FEMA, NRCS, SBA and the National Guard to get all the help the Village needs to rehabilitate all the damage incurred by the fire and floods.

Councilor Salas thanked the community for pulling together during the disaster.

Councilor Lutterman agreed with all said and appreciates all suggestions from the community in making Ruidoso "strong".

Councilor Eby also thanked the community and thanked the Village staff for keeping the Village going during the disaster.

REGULAR ITEMS.

1. Discussion on Utility Billing Issues Due to the South Fork and Salt Fires.

Judi Starkovich, Finance Director and Christella Armijo, Water Resource Director reported to Council that the utility billing accounts belonging to houses affected by the fire have been inactivated. If the original owner rebuilds and wishes to re-establish services, no deposit will be charged. If a new owner builds and wishes to start services, a deposit will be charged. Ms. Starkovich and Armijo stated that an increase of approximately \$30 has been applied to the utility bills. They also stated that payment arrangements are available for excessive bills from leaks on the customers side.

2. Discussion and Possible Action on Memorandum of Understanding between the County of Lincoln and the Village of Ruidoso for Cost Sharing on a Natural Resources Conservation Service Grant (NRCS) on a 25% Matching Requirement for flooding projects relating to the South Fork and Salt Fires.

Councilor Cory made a motion to approve and adopt the Memorandum of Understanding, Councilor Hooker seconded the motion and upon a roll call vote of all ayes, the motion passed.

3. Discussion and Possible Action on Agreement Between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of \$95,000.00.

Councilor Hooker made a motion to approve the Agreement, Councilor Lutterman seconded the motion and upon a roll call vote of all ayes, the motion passed.

4. Discussion and Possible Action on Amendments to Resolution 2024-29, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing.

No action was taken for proposed amendments to the Resolution, discussion only.

5. Discussion and Possible Action on Adoption of Resolution 2024-37, a Resolution of Support and Commitment to the Funding of the 2024-2025 New Mexico Department of Transportation (NMDOT) Cooperative (COOP) Funding Program in the amount of \$334,365.00.

Councilor Hooker made a motion to approve Resolution 2024-37, Councilor Eby seconded the motion and upon a roll call vote of all ayes, the motion passed.

6. Discussion and Possible Action on Adoption of Resolution 2024-38, A Resolution approving a First Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.

Councilor Lutterman made a motion to approve Resolution 2024-38, Councilor Eby seconded the motion and upon a roll call vote of all ayes, the motion passed.

CLOSED SESSION.

Councilor Cory made a motion to recess into:

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.

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

Councilor Hooker seconded and the motion carried with a roll call vote of all "ayes".

Mayor Lynn D. Crawford recessed the Regular Meeting and entered into Closed Session at 3:42 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk; Adam Sanchez, Public Works Director and Lawrence Chavez, Police Chief.

Mayor Lynn D. Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:56p.m.

Councilor Cory moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Hooker seconded and the motion carried with a roll call vote of all "ayes".

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

ADJOURN.

There being no further business to come before the Governing Body, Mayor Lynn D. Crawford adjourned the Regular Meeting at 4:58 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of September 2024.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, WORKSHOP MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
SEPTEMBER 3, 2024**

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Lutterman, Cory, Eby and Hooker were recorded present in person. Councilor Jackson was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Christella Armijo, Water Resource Director; Judi M. Starkovich, Finance Director; Ashlie Carabajal, Water Resource Manager; Matthew Baird, Parks and Recreation Director; Lee Baker, Airport Manager; Alex Koenig, Community Development Director; David Tetreaut, Assistant Parks and Recreation Director; Stephanie Warren, GIS Coordinator/Planner; Adam Sanchez, Public Works Director; Steven Minner, Deputy Police Chief; Jaquelyne Pena, Water Resource Specialist; and Lawrence Chavez, Police Chief. Legal Council present was Zachary Cook. Municipal employees present via Zoom were Robin Parks, Staff Accountant II; Anthony Montes, Community Center Manager; Dianne Stabb, Library Manager; and Teresa Gutierrez, Executive Administrative Assistant.

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

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

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

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the September 10, 2024 Regular Council Meeting.

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.

This item was removed from the September 10, 2024 Regular Council Agenda.

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

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the September 10, 2024 Regular Council Meeting.

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

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the September 10, 2024 Regular Council Meeting.

ADJOURNMENT

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:06 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 10th day of September, 2024.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 2.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Approval of Certificate of Destruction #2024-004.

Item Summary:

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 Approve 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.

Lynn D. Crawford – Mayor

Jini S. Turri, MMC, Village Clerk

Attachment "A"

Records No.	Record Series Name	Description	Retention Period	Dept.
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

Consent Regular Item - 3.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Approval of 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.

Item Summary:

Approval of 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 Approve 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 10th, day of September 2024.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 4.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Approval of 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.

Item Summary:

Approval of 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 Approve 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 10th, day of September 2024.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: September 10, 2024

Re: Approval of 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.

Item Summary:

Approval of 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 Approve 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 10TH 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:

Those Voting Nay:

Those Absent:

_____ (___) 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 18th 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

\$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.**

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**

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

****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 18th 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

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

STATE OF NEW MEXICO)
) ss. GENERAL AND NO
COUNTY OF LINCOLN) LITIGATION CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Village Clerk for the Village of Ruidoso (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate 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 Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and municipality under the laws of the State of New Mexico.

2. From at least May 30, 2024 to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Mayor: Lynn D. Crawford

Mayor Pro Tem Rafael Salas

Village Commissioners: Greg Cory
Joseph Eby
Susan Lutterman
Darren Hooker
Gary Jackson

Village Clerk: Jini S. Turri

3. Based on data collected during the 2010 Census, the population of the Village of Ruidoso, New Mexico is at least 75% English speaking.

4. Notice of adoption of the Resolution was published in English in the *Ruidoso News*, a newspaper qualified to publish legal notices that is of general circulation in Lincoln County.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority (“NMFA”), as authorized by the Resolution.

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 18th 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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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

Consent Regular Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Mayor Lynn D. Crawford

Meeting Date: September 10, 2024

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

Item Summary:

Approval of 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 Approve Dissolution of the Sierra Blanca Regional Airport Advisory Board and Removal of Board Members.

ATTACHMENTS:

Description

Ordinance 2-83

Sec. 2-83. - Appointment of members; absence of members from meetings.

- (a) Each member of any board shall be appointed or removed by the mayor with the advice and consent of the village council.
- (b) Any member of a board (other than a village councillor appointed to a board) who is absent for three meetings in any calendar year may be deemed by the mayor to have resigned from the board.

(Code 1985, § 2-1-3)

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director
Stephanie Warren, GIS Coordinator/Planner
Ashlie Carbajal, Water Resource Manager
Michael Martinez, Deputy Village Manager

Meeting Date: September 10, 2024

Re: Approval of Request to Schedule a Public Hearing on October 8, 2024 for Ordinance 2024-25, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards. and Adoption of Interim Flood Plain Map

Item Summary:

Approval of Request to Schedule a Public Hearing on October 8, 2024 for Ordinance 2024-25, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

Financial Impact:

None.

Item Discussion:

Request to Schedule a Public Hearing on October 8, 2024 for Ordinance 2024-25, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards and Adoption of Interim Flood Plain Map.

Recommendations:

To Approve Request to Schedule a Public Hearing on October 8, 2024 for Ordinance 2024-25, an Ordinance Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards and Adoption of Interim Flood Plain Map.

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney

Meeting Date: September 10, 2024

Re: Approval of 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.

Item Summary:

Approval of 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 Approve 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 27th 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

Mayoral Reports and Presentations - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: September 10, 2024

Re: Presentation of New Employees and Promotions

Item Summary:

Presentation of New Employees and Promotions

Financial Impact:

None

Item Discussion:

New Employees:

Theresa DeLeon – Library Assistant I – DOH 8/14

Jim Kinser – Community Development – Multi-Discipline Inspector – DOH 9/9

Jeremy Nocella – Parks & Recreation – Facilities Supervisor - DOH 9/9

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: September 10, 2024

Re: Presentation of Retirement Plaque to Joel Rowland for his Service to the Village of Ruidoso as an Operator IV/LB for the Regional Waste Water Treatment Plant from October 2001 through August 2024.

Item Summary:

Presentation of Retirement Plaque to Joel Rowland for his Service to the Village of Ruidoso as an Operator IV/LB for the Regional Waste Water Treatment Plant from October 2001 through August 2024.

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Joel Rowland for his Service to the Village of Ruidoso as an Operator IV/LB for the Regional Waste Water Treatment Plant from October 2001 through August 2024.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 3.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Wingfield Heritage House Museum Ribbon Cutting to be Held on October 17, 2024

Item Summary:

Wingfield Heritage House Museum Ribbon Cutting to be Held on October 17, 2024

Financial Impact:

None

Item Discussion:

Wingfield Heritage House Museum Ribbon Cutting to be held on October 17, 2024, at 1:00 p.m.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: September 10, 2024

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:

Description

Manager's Report

Living in Nature's
Playground

VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: September 10, 2024

RE: Village Manager's Report

ADMINISTRATION

67th New Mexico Municipal League Annual Conference – was held in Clovis NM on August 13-August 16, where over 400 municipal officials attended. Scheduled on August 13th were the subsection meetings for Elected Officials, City Managers, City Clerks, Finance Officers, Municipal Judges, Police Chiefs and Librarians, where each group had speakers and excellent training. The annual business meeting of the NM Municipal League was held on Thursday, August 14th, where the election of Officers and Board Members took place. Also discussed and approved at the annual business meeting was the proposed 2024-25 Annual Resolutions and Statement of Municipal Policy. The policy and annual resolutions identified priorities and legislative issues to be presented at the 2025 Legislative Session by NMML Executive Director and staff.



2025 New Mexico Municipal League Annual Conference: The Village of Ruidoso was awarded the 2025 New Mexico Municipal League Annual Conference. Attendees from all over the state will be coming together to attend workshops, meet with subsection groups, conduct League business, network, and of course, have fun! The 2025 NMML Annual Conference will be held Tuesday, September 9th through Friday, September 12th, 2025. During the NMML Annual conference in Clovis, Village staffers greeted visitors and provided merchandise at the VOR booth, welcoming attendees to the 2025 Annual Conference in Ruidoso.

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

Gov. Michelle Lujan Grisham announced call to New Mexico Legislature for a special session on Thursday, July 18th.

Governor signs House Bill 1 – Legislation provides \$100 million for fire and flood recovery. Gov. Michelle Lujan Grisham signed [House Bill 1](#), appropriating \$100 million to support recovery efforts following the South Fork and Salt fires, as well as ongoing flooding.

“The legislature’s failure to prioritize public safety for New Mexicans during the special session is deeply disappointing,” said **Gov. Lujan Grisham**. “However, I am relieved that we managed to secure aid for critical recovery efforts in communities damaged by fire and flooding.”

The **\$100 million** in funding will be allocated as follows:

- **\$10 million** for the Mescalero Apache Tribal government to utilize for damages or losses.
- **\$10 million** for the Energy, Minerals, and Natural Resources Department to utilize for damages from fires, flooding and debris flow, and for mitigation efforts in the impacted areas.
- **\$10 million** for the Department of Homeland Security and Emergency Management to assist residents as they apply for assistance from the Federal Emergency Management Agency and submit insurance claims.
- **\$70 million** for zero-interest reimbursable loans to local governments to kick-start funding for public infrastructure projects that have been approved for federal public assistance.

House Bill 1 training workshop with Department of Finance & Administration – Village staff, along with representatives from the County, Ruidoso Downs, and Mutual Domestic Water Systems attended training on the **\$70 million** for zero-interest reimbursable loans.

Salt – South Fork Fire Recovery Loans

Making it happen – Department of Finance and Administration-Local Government Division (DFA-LGD), in consultation with the Homeland Security and Emergency Management Department (DHSEM)

Providing zero-interest reimbursable loans to political subdivisions of the state

Political subdivisions must have projects in process for federal public assistance funding

Funding available for projects to replace or repair public infrastructure damaged by fire, flooding or debris flows caused by or stemming from the Salt – South Fork Fire.

DFA-LGD shall require a loan agreement for reimbursement from a political subdivision of the state receiving a loan.

PA Program Guidelines

APPLICANT RESPONSIBILITIES

- Establish a file for each project separately.
- Maintain accurate accounting records for each project separately.
- Provide accurate information
- List of damages
- Photographs
- Insurance Policies and other Settlement (Statement of Loss)
- OT Policy
- Copy of current codes and standards
- Obtain all permits and clearances before you start construction/repairs for the following special considerations!!!

U.S. Department of Commerce Invests \$2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a \$2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. This grant will design the restructure of the U.S. Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. This EDA investment will be matched with \$465,600 in local funds.

Department of Finance and Administration Matching Grant Award for EDA Grant- Village of Ruidoso awarded 2023 **Federal Matching Funds** for state and local match assistance for federal grants, was approved in the amount of \$465,600.00.

New Mexico 2024 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay Requests: As approved by the Council in the ICIP, the Village submitted a total of Six (6) 2024 Capital Outlay request forms for project funding consideration. The Village had one (1) Capital Outlay Project approved during the Legislative Session.

Removal of Trees & Water Shed Improvements (\$500,000) Village was also named Fiscal Agent for the Healing of America's Heroes Capital Outlay Grant, in the amount of (\$450,000.00), to plan, design, demolish, construct, furnish, equip and renovate a veterans' conference center, including residential facilities and accessibility improvements, near Fort Stanton in Lincoln County.

603 Mechem Property Site Plan- and Housing Development Project - The Village received a \$3 million grant dedicated to this property for construction of a workforce housing project at 603 Mechem. The project consists of developing a community-oriented feel with a neighborhood design that includes 12 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units. Currently, the Champion modular homes are being built in Arizona. White Sands Construction has started the site work preparation which includes construction of new roadways, grading of each site location, and placing of retaining walls. Upon completion of each modular home site, HomeSpot Construction will begin laying and finishing concrete foundations for the placement of homes when delivered. WSCI has been coordinating with PNM, Zia Gas, and Windstream and with the delivery and installation of the retaining blocks for the remaining sites.



Horton Complex – Phase I and Phase 1-A renovation projects have been completed and along with the issuance of a temporary C/O from New Mexico CID. Both phases included reconstructing the main entry way into the Municipal Court area, remodeled offices for the Forestry department, parking lot improvements, replacement of windows and stucco, and exterior painting of the entire Horton Complex building. The asbestos abatement is 90 % complete. The process has included building a temporary wall at the east wing behind the hallway double doors. The east wing work area will also be sealed during the asbestos removal process. Horton Complex has been temporarily repurposed for the housing of FEMA and NM Department of Health due to the recent South Fork and Salt Fire, along with recent burn scar flooding.

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

Fats, Oils, and Grease (FOG)- Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in

sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create a potential for property damage and can lead to significant environmental, health and safety risks.

The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.

VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

- Do not dump cooking oil, fat, or grease into the kitchen sink or toilet.
- Do not use hot water and soap to wash grease down the drain because it will cool and harden in your pipes or in the sewer down the line.
- Do place cooked oil and meat fats in a sealed container and discard small quantities in your garbage.
- Do use paper towels to wipe residual grease or oil off of dishes, pots and pans prior to washing them.

With your continued assistance, we can prevent unnecessary service disruptions to residences and businesses.

WINGFIELD HERITAGE HOUSE MUSEUM

- The adhesive had been failing on one of the outdoor signs. The sign company came and made repairs.
- So far, 25 episodes of Ruidoso Rewind have aired on KRUI. The August topics were Bonito Lake and Pipeline, the Flood of 1941, the Origin of Ruidoso Street names (parts 1 and 2), and the Creation of Lincoln National Forest.
- The Cultural and Natural History Committee met on Friday, August 22. It was decided to have a ribbon cutting to open the museum on October 17.
- Exhibit work this month included work on the "Playground of the Southwest" section, area geology, Early Ruidoso, and early Lincoln County.
- We have 313 records in Past Perfect.

In The Big Pines - - -



THE LODGE



ROOM WITH TWIN BEDS



DINING ROOM

40 Rooms with Bath

- RATES -

\$3.50 Single

\$5.00 & \$6.00 Double

AMERICAN OR EUROPEAN PLAN

Navajo Lodge

RUIDOSO, NEW MEXICO

*Dancing
Cocktails*



NAVAJO CLUB



INTERIOR OF CLUB

Ad for the Navajo Lodge from the 1940's



Ruidoso Lodge in the 1920's

AIRPORT

- ➔ **August 2024 Operations & Fuel Summary:**
- ➔ **NOTE: Manager's Report is up to end of business on Saturday August 31, 2024.**

2023 / 2024 Operations

480 / 474

2023 / 2024 Jet A Fuel

25653 / 20,845 Down 18.74%

2023 / 2024 100LL Fuel

3853 / 2578 Down 33.09%

- ➔ There were 3 medical transports for the month of August.
- ➔ There were 2 Military Aircraft.
- ➔ 8/1 Airport Manager attended Mayors Agenda Review.
- ➔ 8/2 Airport Manager attended the NM Airport Managers Association Meeting in Albuquerque.
- ➔ 8/6 Airport Manager attended Council Workshop Meeting.
- ➔ 8/12 Airport Manager attended Council Meeting.

- 8/13 Airport Manager and four Airport Staff members attended Defensive Driving Course.
- 8/20 Airport Manager attended Airport Board Meeting.
- 8/21 Airport Manager attended NOTAM training via Teams Meeting.
- 8/29 Airport Manager attended Mayors Agenda Review.
- Airport Manager attended some EOC Weather Coordination Briefings.
- Airport Staff worked on grounds keeping (weather permitting).
- Airport Staff worked on web-based training (Fuel).

Daily Fuel Volume Sold					
Receipt Date: 01-Aug-24 to 31-Aug-24					
Merchant Number: 7836					
Receipt Date	Avgas 100	Jet A Fuel	Avg W/S	Max W/S	Operation Day
1-Aug-24	98.3	0	13.3	32	14
2-Aug-24	51.1	120	9	16	5
3-Aug-24	105.9	90	8.1	24	14
4-Aug-24	155.4	1424	9	24	29
5-Aug-24	134.6	770	9.5	23	22
6-Aug-24	59.5	317	10	18	12
7-Aug-24	112.7	665	7.8	16	13
8-Aug-24	57.3	520	9	22	17
9-Aug-24	71.2	50	8.4	23	16
#####	58.6	881	12.7	24	15
#####	224.7	896	6.2	15	15
#####	0	496	7.5	16	8
#####	72	380	8.3	15	7
#####	0	0	7.6	15	8
#####	0	100	6.8	14	9
#####	87.5	808	9.1	18	17
#####	26	80	11.3	28	10
#####	99.8	986	8.5	16	17
#####	62.3	1623	9.9	20	19
#####	96.6	780	11.2	37	15
#####	60.5	1170	9.4	21	19
#####	138.4	413	9.3	21	18
#####	68.5	918	2.7	8	17
#####	178.1	520	4.5	8	14
#####	65.5	2529	5.9	12	27
#####	212.8	740	11	22	10
#####	41.4	210	11.7	23	12
#####	46.1	1476	8	16	20
#####	131.1	1010	6.8	13	28
#####	0	698	4.2	18	16
#####	62	175	9.6	26	11
	2577.9	20845			474

CLERK

- Staff coordinated with various Village of Ruidoso Departments and processed five (5) requests for public information during August 2024. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed,

staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Clerk attended the NMML Annual Conference.
- Clerk and Deputy Clerk attended Public ICIP Town Hall meeting.

COMMUNITY DEVELOPMENT

Planning Commission:

A regular meeting was held on August 6, 2024. The following items were heard:

a) Site Plan and Concept Approval-SP 2024-186- Approval is being requested for the development of a medical office complex within the C-2 Community Commercial District located at 1214 Mechem Dr., Lot 7, Block 1 of the Airport West Subdivision 2nd Addition. **APPROVED**

The next regular meeting is on September 3, 2024.

Workforce Housing Advisory Board

The regular meeting was held on July 25, Deputy Manager Martinez updated the board on the 9% tax credit application for the development of 1104 Mechem, the development of 603 Mechem, grants that the Village of Ruidoso received for housing properties and disaster housing.

The next regular meeting is on September 26, 2024, at 2 PM.

Re-Addressing Update:

A team meeting was held on August 28th to discuss current action items and next steps. A grid was developed to section the town into manageable parts to assess roads and addresses within each grid. Stephanie will review the data within the grids, and we will work closely with Streets, Water, and Solid Waste to identify anomalies in the field that may not be located within the GIS data. A list of street names will be provided as well. Once received, names will be reviewed to see what may be compatible with the areas requiring renaming efforts. The Address Committee will meet and review the proposal of 3 names. We will work with the PIO to generate an online survey to expedite the response process from the property owners within the identified areas.

Short Term Rentals August 2024

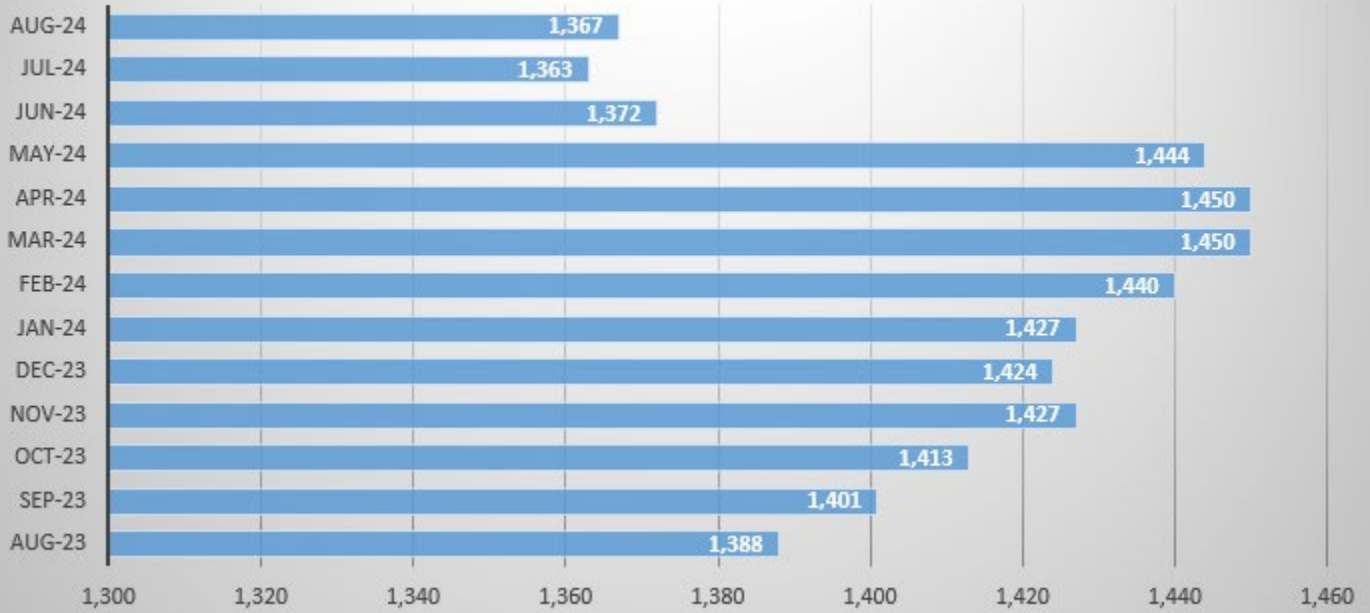
Month Stats

- ❖ 1,363 Active STR Properties
- ❖ 3,515 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)
- ❖ STR Permit Fees \$ 550 – Total
- ❖ STR Permit Renewal Fees \$ 3,500 – Total
- ❖ Compliance Inspections \$ \$ 1,000 – Total
- ❖ STR Business Registration Fees \$ 980 – Total
- ❖ Neighbor Notifications Fees \$ 975 – Total

Lodgers Tax

- ❖ \$ 114,342.42

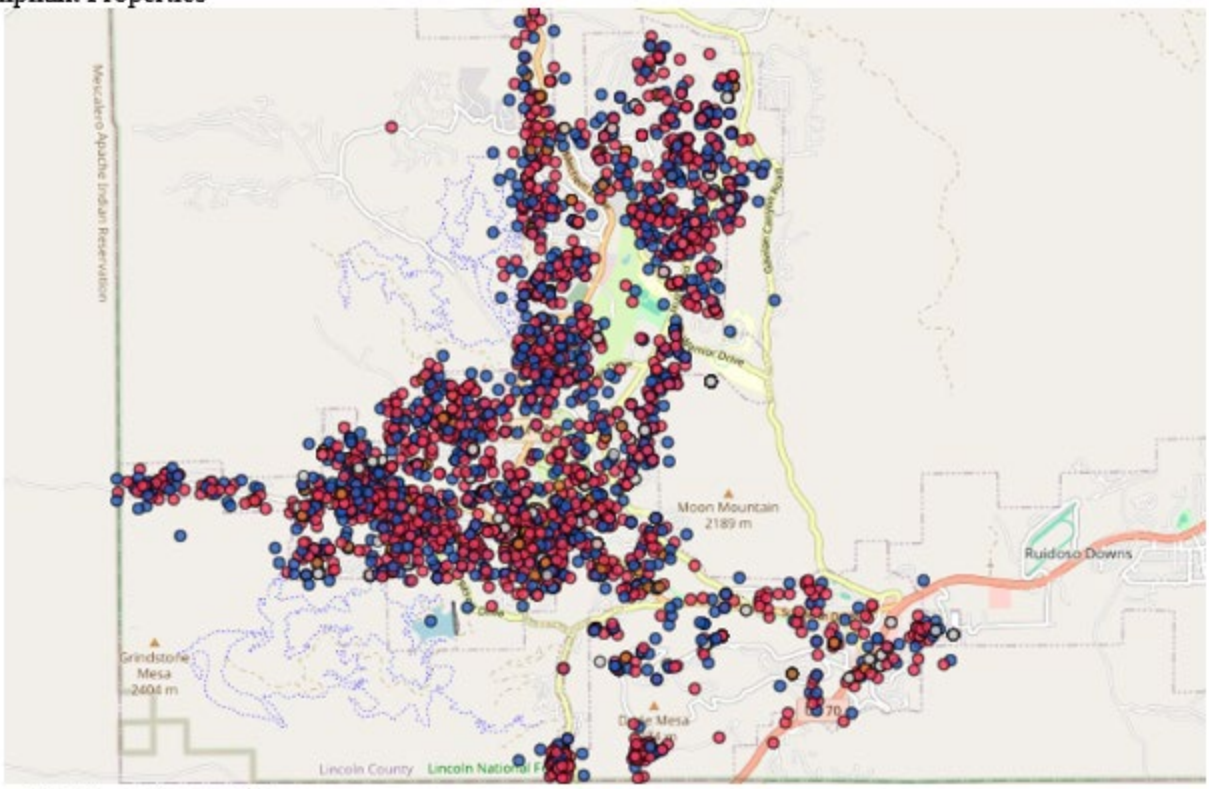
STR Permits



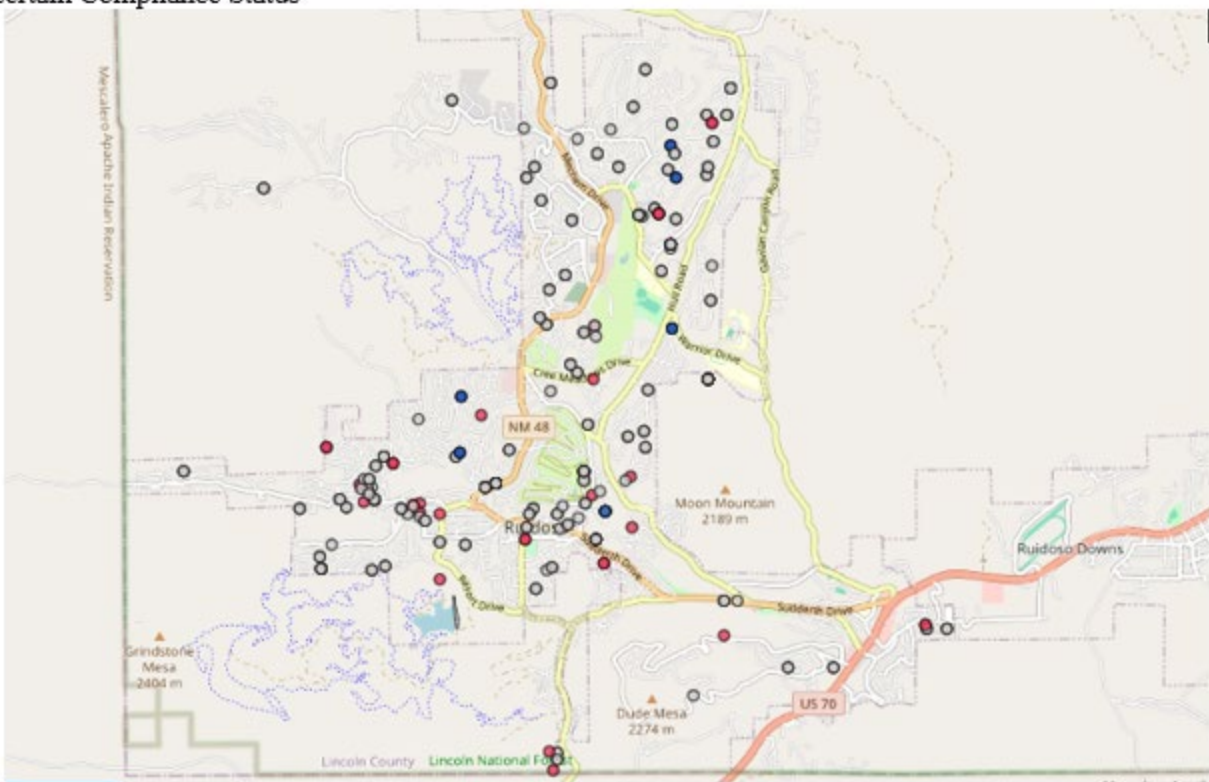
Lodgers Tax Remittance



Compliant Properties

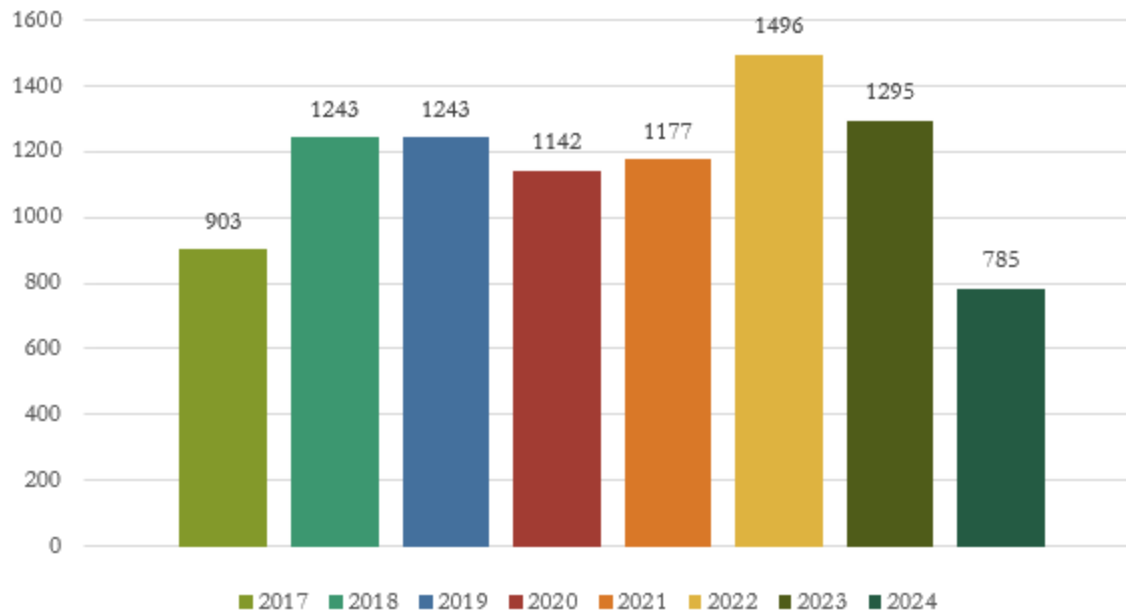


Uncertain Compliance Status



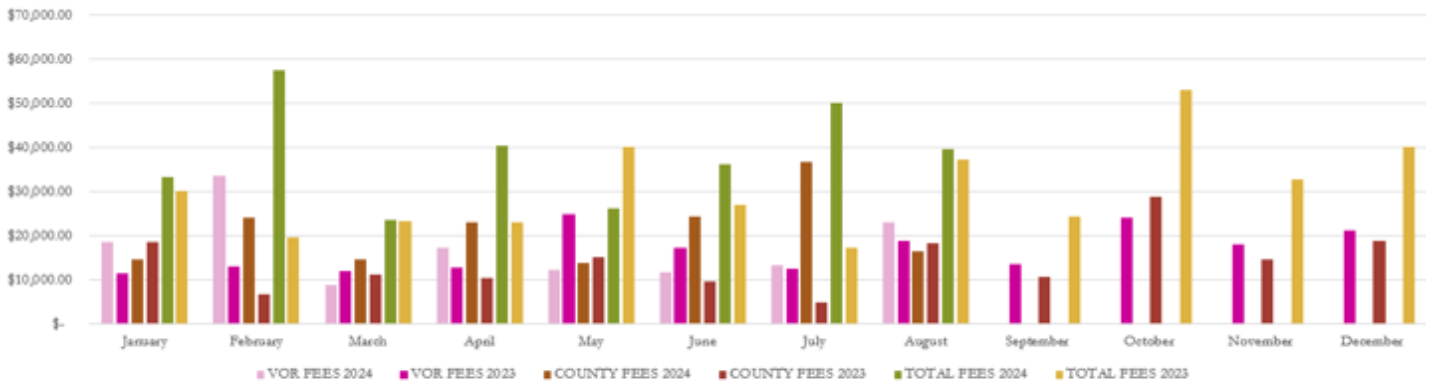
INSPCT OR	PERMIT #	C	R	DATE	START	END	ADDRESS	E	B	F	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS-INSPECTION TYPE
GDM	20210641	1		8/20/2024	1509		142 MESA HEIGHTS								1		B/FINAL
GDM	20240381	1		8/20/2024	1542	1623	155 SQUAW	1							1		E SERVICE
GDM	20240487	1		8/20/2024	1641	1647	307 CANYON		1							1	DECK (NOT PER PLANS)
MC		1		8/20/2024	1030	1045	76 SWALLOW							1	1		STR
MC		1		8/20/2024	1100	1120	220 LOOKOUT A6								1	1	STR
MC		1		8/20/2024	1330	1350	202 MOUNTAIN HIGH CIR								1	1	STR
MC		1		8/20/2024	1400	1420	321 FIRST ST								1	1	STR
MC	20240027	1		8/20/2024	1515	1550	118 BEN HOGAN			1	1					1	P ROUGH & M ROUGH
GDM	20240125	1		8/21/2024	1320	1328	115 S OVERLOOK	1								1	SERVICE (NO ACCESS)
GDM	20240517	1		8/21/2024	1335	1341	109 MOUNTAIN DR		1							1	FRAME
GDM	20240517	1		8/21/2024	1350	1357	227 HART		1							1	SERVICE
GDM	20240508	1		8/21/2024	1406	1319	1601 MECHEM		1							1	SERVICE (WAITED FOR ACCESS)
GDM	20240027	1		8/21/2024	1641	1623	118 BEN HOGAN		1							1	FRAME (PASS W/CORRECTIONS)
GDM	20240499P	1		8/21/2024	1627	1633	140 BUTCH BAIRD			1	1					1	P SLAB
GDM	20230798E	1		8/21/2024	1639	1649	119 ANTLER		1							1	E ROUGH
GDM	20240525	1		8/22/2024	1127	1133	115 S OVERLOOK		1							1	E SERVICE REINSPECTION
GDM	20240513	1		8/22/2024	1141		26000 US HWY 70 #2		1							1	E SERVICE (NO ADDRESS)
GDM	20240515	1		8/22/2024			26000 US HWY 70 #4		1							1	E SERVICE (NO ADDRESS)
GDM	20240514	1		8/22/2024			26000 US HWY 70 #19		1							1	E SERVICE (NO ADDRESS)
GDM	20230724	1		8/22/2024	1213	1219	123 PORR		1							1	B/FINAL
GDM	20240516	1		8/22/2024	1306	1312	133 NORTH LOOP		1							1	E SERVICE
GDM	20230431E	1		8/22/2024	1412	1425	139 MERLYN		1							1	E ROUGH
GDM	20240274	1		8/22/2024	1714	1720	111 EAST VIEW		1							1	BWP
GDM	20240522	1		8/22/2024	1453	1458	109 ALPINE VILLAGE		1							1	TEMP POWER
GDM	20240555	1		8/22/2024	1611	1618	114 DEER PARK		1							1	CMU REINSPECTION
GDM	20240204	1		8/22/2024	1507	1518	216 LEE TREVINO		1							1	CMU
GDM	20240228	1		8/22/2024	1520	1527	241 LINCOLN HILLS		1							1	STEM WALL
GDM	20230798M	1		8/22/2024	1622		119 ANTLER		1							1	R/HVAC
GDM	20230798	1		8/22/2024		1628	119 ANTLER			1	1					1	P ROUGH & P TOP OUT
GDM	20240523	1		8/22/2024	1646	1651	131 BLACKFOOT		1							1	E SERVICE
GDM	20240514	1		8/23/2024	1204		25914 US HWY 70 #19		1							1	SERVICE
GDM	20240513	1		8/23/2024		1212	25914 US HWY 70 #20		1							1	SERVICE
GDM	20240126E	1		8/23/2024	1343	1350	102 TIMBERLINE		1							1	TEMP TO PERM
GDM	20220352	1		8/23/2024	1356		126 TUCSAN		1							1	B/FINAL
GDM	20220352E	1		8/23/2024		1415	126 TUCSAN		1							1	B/FINAL
GDM	20240434	1		8/23/2024	1424	1428	120 WHITE CT		1							1	FTG
GDM	20240388	1		8/23/2024	1450	1456	110 SAN FELIPE		1							1	FTG
GDM	20240321	1		8/26/2024	1243		113 WIMBLETON		1							1	LATH
GDM	20230917	1		8/26/2024		1302	113 WIMBLETON		1							1	P/FINAL
GDM	20230588	1		8/26/2024		1125	205 HEATH		1							1	DEMO
GDM	20230077	1		8/26/2024	1312	1315	106 SPRUCE		1							1	EXCAVATION
GDM	20240378	1		8/26/2024	1426	1432	183 CROWN RIDGE		1							1	FTG
GDM	20240103	1		8/26/2024	1506	1510	120 EAGLE DR		1							1	LATH
GDM	20240039	1		8/26/2024	1517-1451	1549-1459	136 MOON DANCE		2							2	FRAME & INSULATION
GDM	20230724	1		8/27/2024	1717	1728	123 PORR		1	1						1	E SERVICE & B/FINAL
GDM	20240443	1		8/27/2024	1122	1129	244 FIRST ST		1							1	DECK (PASS W/CORRECTIONS NEED UPLIFT)
GDM	20240530	1		8/27/2024	1151	1156	214 METZ		1							1	E SERVICE
GDM	20230795	1		8/27/2024	1412	1419	109 LAVENDER		1							1	B/FINAL
GDM	20240183	1		8/27/2024	1517	1624	100 LAKE SHORE		1							1	SLAB REINSPECTION
GDM	20240281E	1		8/27/2024	1401	1408	1002 HIGH MESA		1							1	R/ELECTRIC (PARTIAL)
GDM	20230973	1		8/27/2024	1419	1507	119 ANTLER		1							1	FRAME
GDM	20230977	1		8/27/2024	1520	1538	149 WALTER HAGEN		1							1	INSULATION
GDM	20230755	1		8/27/2024	1553	1606	353 SANDESTA		1							1	CMU
GDM	20240170	1		8/27/2024	1643	1650	111 BRIDAL		1							1	E SERVICE
GDM	20240471	1		8/28/2024	1256	1300	1120 MAIN		1							1	B/FINAL
GDM	20240467	1		8/28/2024	1452	1459	2640 SUDDERTH		1							1	ROOF
GDM	20240439	1		8/28/2024	1551	1653	140 BUTCH BAIRD		1							1	FTG
GDM	20240369	1		8/28/2024	1650	1657	213 DROVER		2							2	DECK FINAL & B/FINAL
GDM	DAMAGE ASSESSMENT	1		8/28/2024	1017	1337	1000 MAIN & 200 MECHEM ASST W/CID						1				DAMAGE ASSESSMENT
GDM	20240248	1		8/29/2024	1431	1445	135 MOON DANCE		1							1	SLAB
GDM	20230973	1		8/29/2024	1457	1558	119 ANTLER		1							1	FRAME REINSPECTION (PASS W/CORRECTIONS)
GDM	20240541	1		8/29/2024	1608	1612	111 COLLEGE		1							1	B/FINAL
GDM	20240515	1		8/29/2024	1633	1640	25914 US HWY 70		1							1	E SERVICE REINSPECTION
GDM	20240214	1		8/30/2024	1335	1400	406 MECHEM		2							2	SLAB & FTG REINSPECTION
GDM	20240465	1		8/30/2024	1454	1459	1120 MAIN		1							1	DEMO FINAL
GDM	20240392	1		8/30/2024	1750	1756	121 PEARSON		1							1	B/FINAL RELEASE
GDM	20240558	1		8/30/2024	1517	1520	111 MOUNT HOOD		1							1	TEMP POWER
GDM		1		8/30/2024	1030	1025	MHD W/JESUS CARRASCO						1				MHD HOMES
GDM	20240124	1		8/30/2024	1551	1536	375 OLD FORT STANTON									1	B/FINAL (NO ACCESS)
GDM	20240148	1		8/30/2024	1540	1543	118 AUGUSTA									1	FRAME
GDM	20240439	1		8/30/2024	1551	1557	140 BUTCH BAIRD									1	FTG REINSPECTION
GDM	2023084E	1		8/30/2024	1606		118 CAMINO ALLEGRE									1	E/FINAL (PASS W/CORRECTIONS)
GDM	2023084EP	1		8/30/2024			118 CAMINO ALLEGRE									1	P/FINAL
GDM	2023084E	1		8/30/2024		1617	118 CAMINO ALLEGRE									1	B/FINAL (TEMP GLASS MISSING)
GDM	20230637	1		8/30/2024	1632	1724	251 HOME STEAD LOOP									1	FRAME
TOTALS		11	182					49	107	102	13	30	10	28	186	31	

Building Permit Issued Comparison 2018 to Present



MONTH	2023	2024
January	94	80
February	83	112
March	105	98
April	102	109
May	137	100
June	113	76
July	95	117
August	127	93
September	93	
October	144	
November	81	
December	121	
TOTAL	1295	785

2023/2024 VOR vs COUNTY FEES



VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2023 AND 2024

MONTH	VOR FEES 2024	VOR FEES 2023	COUNTY FEES 2024	COUNTY FEES 2023	TOTAL FEES 2024	TOTAL FEES 2023	TOTAL VALUATIONS 2024	TOTAL VALUATIONS 2023
January	\$ 18,699.69	\$ 11,542.93	\$ 14,735.60	\$ 18,530.97	\$ 33,435.29	\$ 30,073.90	\$ 3,967,568.34	\$ 2,399,262.84
February	\$ 33,567.64	\$ 13,090.93	\$ 24,063.75	\$ 6,620.37	\$ 57,831.39	\$ 19,711.30	\$ 5,264,579.36	\$ 1,971,699.88
March	\$ 8,833.76	\$ 12,068.57	\$ 14,770.01	\$ 11,309.92	\$ 23,603.77	\$ 23,378.49	\$ 1,943,372.36	\$ 1,422,718.89
April	\$ 17,218.40	\$ 12,738.93	\$ 23,181.87	\$ 10,336.65	\$ 40,400.27	\$ 23,075.58	\$ 3,130,889.53	\$ 1,701,221.52
May	\$ 12,253.36	\$ 24,955.67	\$ 13,934.31	\$ 15,113.92	\$ 26,187.67	\$ 40,069.59	\$ 2,318,754.25	\$ 5,196,354.07
June	\$ 11,681.80	\$ 17,198.71	\$ 24,431.62	\$ 9,741.08	\$ 36,113.42	\$ 26,939.79	\$ 11,576,633.96	\$ 1,913,263.89
July	\$ 13,283.81	\$ 12,524.21	\$ 36,853.94	\$ 4,824.40	\$ 50,137.75	\$ 17,348.61	\$ 12,950,037.62	\$ 969,187.05
August	\$ 23,104.57	\$ 18,964.73	\$ 16,532.40	\$ 18,259.63	\$ 39,836.97	\$ 37,224.36	\$ 2,691,420.19	\$ 4,058,135.50
September		\$ 13,582.58		\$ 10,770.85	\$ -	\$ 24,353.43		\$ 2,476,171.15
October		\$ 24,115.33		\$ 28,931.31	\$ -	\$ 53,046.64		\$ 6,370,781.66
November		\$ 18,013.09		\$ 14,759.70	\$ -	\$ 32,772.79		\$ 3,761,376.29
December		\$ 21,157.49		\$ 18,907.99	\$ -	\$ 40,065.48		\$ 4,824,885.89
TOTAL PERMITS	\$ 138,643.03	\$ 199,953.17	\$ 168,503.50	\$ 168,106.79	\$ 307,146.53	\$ 368,059.96	\$ 43,843,255.61	\$ 37,065,058.65

Business Registrations Issued:

NEW BUSINESS REGISTRATION AUGUST 2024			
CASE NUMBER	NAME	LOCATION	BUSINESS TYPE
BR2024-227	E&B ELECTRICAL SERVICES, LLC	OUT OF TOWN	ELECTRICAL CONTRACTORS
BR2024-230	FAITH TECHNOLOGIES INC.	OUT OF TOWN	ELECTRICAL CONTRACTORS
BR2024-232	SEEPING SPRINGS TROUT LAKES & RV PARK	OUT OF TOWN	YARD MAINTENANCE
BR2024-233	NMPRO ELECTRICAL LLC	OUT OF TOWN	ELECTRICAL CONTRACTORS
BR2024-234	LATIGO ELECTRIC	OUT OF TOWN	ELECTRICIAN
BR2024-236	P&R ENTERPRISES, LLC	OUT OF TOWN	GENERAL CONSTRUCTION
BR2024-237	BLUE WATER CONSTRUCTION, LLC	OUT OF TOWN	GENERAL CONSTRUCTION
BR2024-238	LIMITED PHYSICS ENGINEERING PBC	OUT OF TOWN	ENGINEER/BUILDING/SURVEY
BR2024-240	ADVANCED-SCAPES, LLC	HOME OCCUPATION	LANDSCAPING
BR2024-241	BLUE DOG CONTRACTING	OUT OF TOWN	GENERAL CONSTRUCTION
BR2024-242	NOE ELECTRIC, LLC	OUT OF TOWN	ELECTRICIAN
BR2024-243	ALEX'S TREE CARE	OUT OF TOWN	TREE THINNING SERVICES
BR2024-244	ASPEN PAINTING AND SERVICES LLC	OUT OF TOWN	PAINTING & TILE
BR2024-245	KMT ENTERPRISES DBA TRANSPORTATION SAFETY FOUNDATION	OUT OF TOWN	DRIVING SCHOOL
BR2024-246	RISE REAL ESTATE	1123 SUDDERTH STE. 2	REAL ESTATE OFFICE/REALTOR
BR2024-247	DOS AMIGO'S DETAILING, LLC	OUT OF TOWN	POWERWASHING (ONLY)
BR2024-248	TOWN & COUNTRY ELECTRIC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2024-249	KRAFTEA SISTERS	1009 MECHEM DR. STE 7&8	TEA SHOP
BR2024-250	RMC ROOFING & CONSTRUCTION LLC	OUT OF TOWN	GENERAL CONSTRUCTION
BR2024-251	ROAYLTY DEVELOPMENT	OUT OF TOWN	GENERAL CONSTRUCTION
BR2024-252	HALL'S TRAPPING & PACKING	OUT OF TOWN	WILDLIFE TRAP AND REMOVAL
BR2024-254	C&D VENTURES	OUT OF TOWN	HEAVY EQUIPMENT RENTAL/LEASING
BR2024-255	MOUNTAIN TREASURE THRIFT	1711 SUDDERTH DR.	THRIFT STORE
BR2024-257	MISTY MCARTHUR COUNSELING & WELLNESS, LLC	2810 SUDDERTH DR. Ste 210	COUNSELING SERVICES
BR2024-258	THE SOGGY DOG	102 WHITLOCK ST.	DOG GROOMING SERVICES
BR2024-259	FRANKS S&R PLUMBING LLC	OUT OF TOWN	PLUMBING CONTRACTOR

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Aug. 1-3, 2024	Claims Group	5
Aug. 2-4, 2024	Army Strong Bonds	85
Aug. 6-8, 2024	NM Treasurer's Conference	60
Aug. 6, 2024	VOR-WUI	20
Aug. 9-10, 2024	Montoya/Pekar Wedding/ <u>Recept.</u>	120
Aug. 13-14, 2024	NM Sheriffs Association	120
Aug. 19-20, 2024	Huseby, Inc.	8
Aug. 21, 2024	VOR-HB1 Recovery Q&A	30
Aug. 22-25, 2024	Ruidoso Evening Lions Antique Show	850
Aug. 26-29, 2024	NM Fire Marshals Assn. Conference	60
Aug. 28, 2024	Jay Pumphrey Cowboy Classic	75
Aug. 30-Sept. 1, 2024	All American Gun & Western Show	3100

Upcoming Events

1. Low Class Car Show Sept. 7-8
2. NM Vegetation Management Conference Sept. 11-12
3. Twelfth Judicial Bar Assn. Sept. 13
4. Gonzalez Quinceanera Sept. 14
5. Colonias Board Meeting Sept. 19
6. NM Dental Association Sept. 20-21
7. The Door Church Sept. 10-21
8. Armstrong McCall Beauty Supply Sept. 21-22
9. NM Fire Service Conference Sept. 26-29

TOURISM

Manager's Report: August 2024



Mark Stambaugh

NMTD CO-OP PROGRAM FY25

We received our NMTD Co-op Award for FY25 which will give us a \$913,300 media buy. In addition, we obtained an additional allocation of \$100,000 in incremental funds for fire recovery. Both programs are in market now.

FY25 New Mexico True CoOp MMP Production Summary						
Organization Name: Ruidoso - Fire Recovery Incremental Plan						
MEDIA TYPE	INITIATIVE	DETAILS	#	TARGETING	IN-MARKET DATE(S)	PARTNER INPUTS
CONTENT / ORGANIC SOCIAL	In-State Social Content Fire Recovery Missions x2	NM Influencers Caitlin & Amy (Simply Social) make 2 strategically timed trips to highlight the recovery, the community pulling together, and how New Mexicans can help (and come back when the time is right). Focused talking points & features	2	In-State	Mid-August / September Content Capture	INPUT FORM (Key Messaging)
CONTENT / ORGANIC SOCIAL	Custom Fire Recovery Regional Micro-Influencer content for Paid Social Distribution (Insta Reels)	8-10 in-state/W Texas influencers	1	In-State, West Texas	Mid/Late September	
DIGITAL	Meta Paid Ads Package: FB Video + Static; Instagram Reels	View	1	West Texas		SUBMIT FACEBOOK STATIC INPUTS SUBMIT INSTAGRAM STATIC INPUTS
DIGITAL	Managed Search	Focused search effort to drive traffic to right places for early recovery conversion	1	TBC		
DIGITAL OOH	Albuquerque Programmatic Digital Out-of-Home (6 weeks)	View	1	ABQ	Mid-Aug/Sept	Use provided OOH ad templates on Brand Resource Hub.
DIGITAL OOH	West Texas Programmatic Digital Out-of-Home (6 weeks)	View	1	Amarillo, Lubbock, Midland/Odessa	Mid-Aug/Sept	Use provided OOH ad templates on Brand Resource Hub.
DIGITAL OOH	El Paso Programmatic Digital Out-of-Home (6 weeks)	View	1	El Paso/ LC	Mid-Aug/Sept	Use provided OOH ad templates on Brand Resource Hub.

TOURISM - TOP PERFORMING SOCIAL POSTS

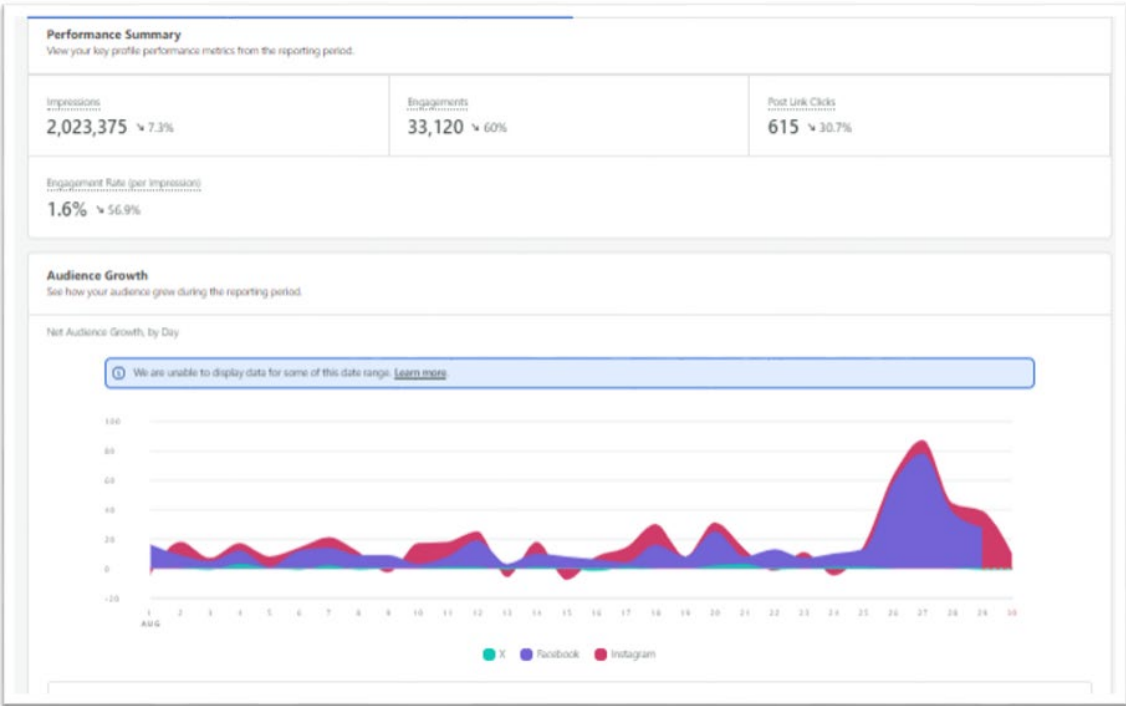
Top performing Facebook posts in August in terms of impressions:

The image displays four Facebook posts from the page 'Ruidoso, New Mexico'. Each post includes a title, a short description, a photo, and the number of impressions it received in August 2024.

Post Title	Impressions
Family Adventure Awaits in Ruidoso! Looking for the perfect family getaway? Look no further than Ruidoso, New Mexico! Here's...	180,418
Congratulations to Tina's Cafe for being named Best Breakfast Spot in the 2024 Best of Ruidoso People's Choice Awards! Your...	45,433
Witness History Come Alive: Billy the Kid's Last Escape! This weekend at Old Lincoln Days, don't miss the thrilling reenactment of...	42,094
A big round of applause for Pillow's Funtracker's, crowned 'Best Family Attraction' in the 2024 Best of Ruidoso People's Choice...	37,025

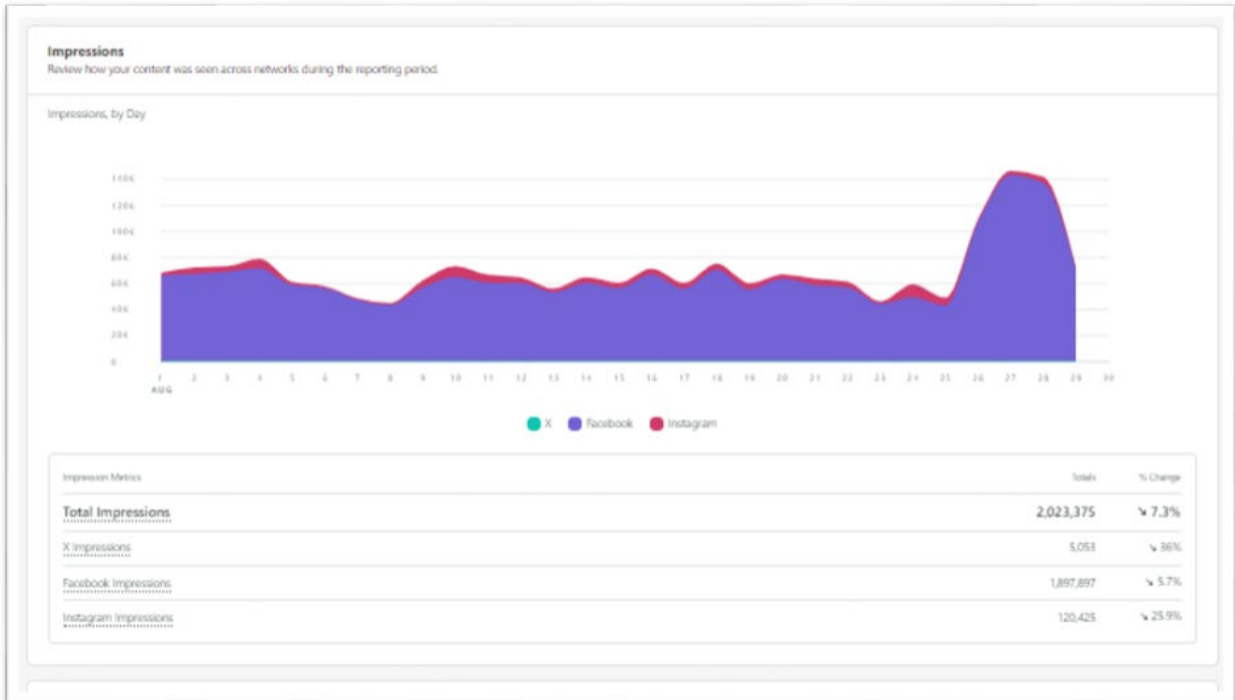
SOCIAL OVERVIEW: AUGUST 2024

Tourism Social Sites



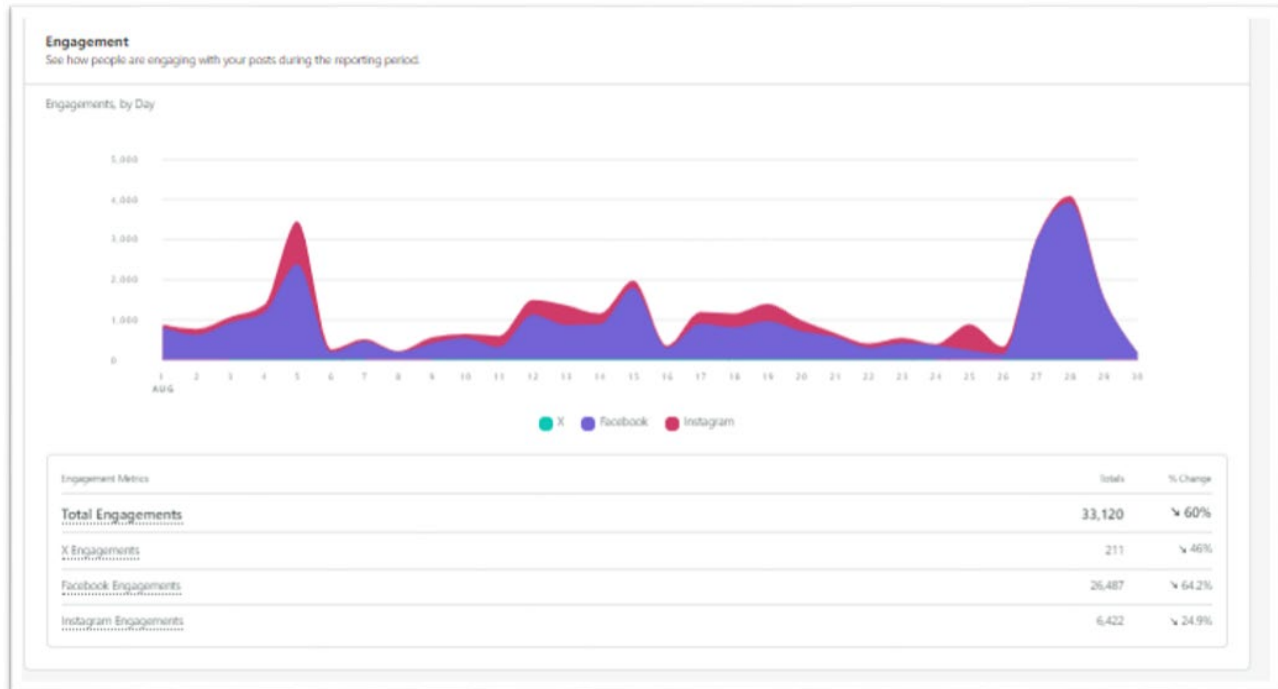
IMPRESSIONS: AUGUST 2024

Tourism Social Sites



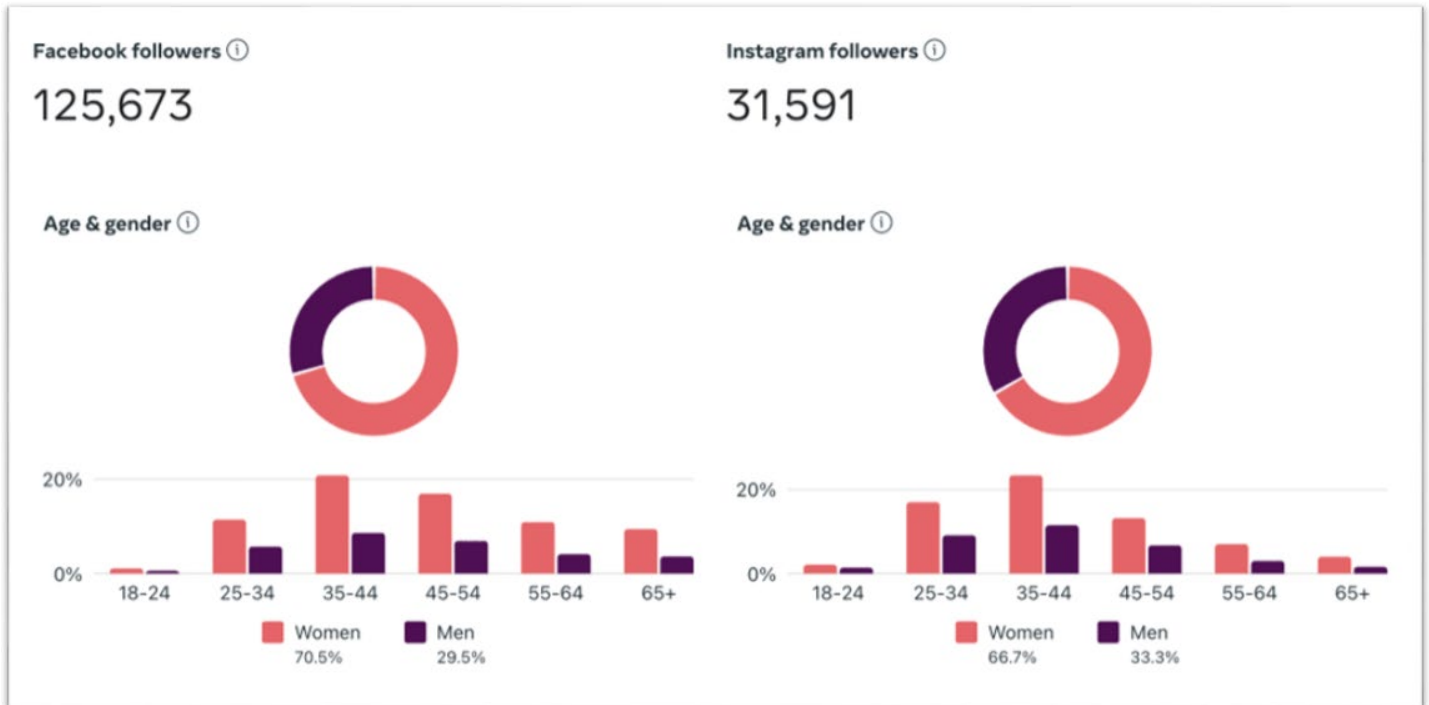
ENGAGEMENT: AUGUST 2024

Tourism Social Sites



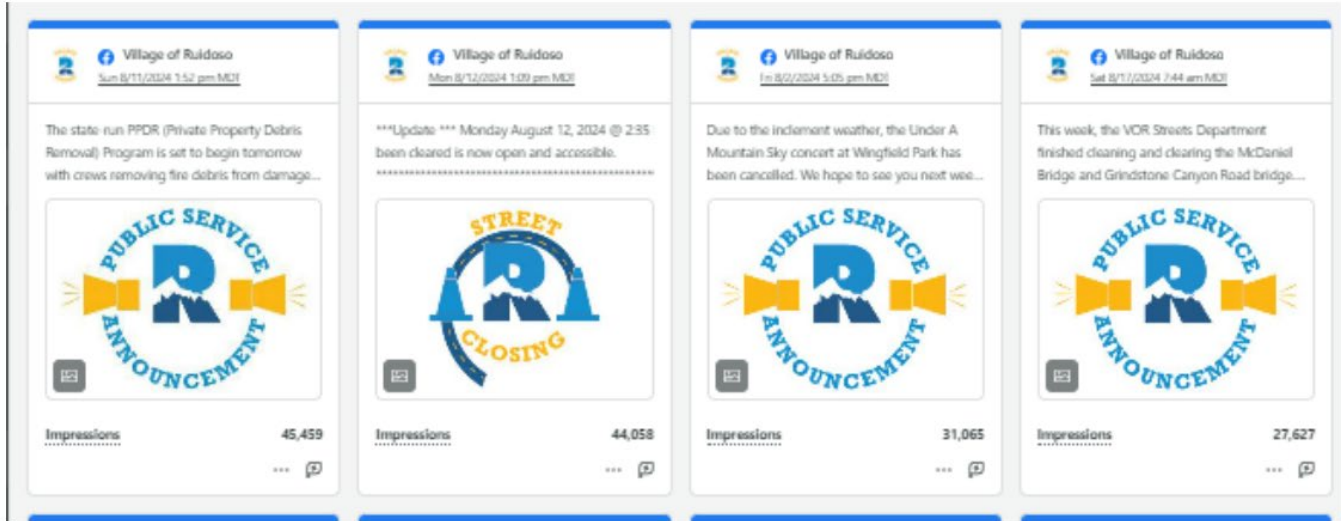
TOURISM AUDIENCES

Audience demographics of the followers on Tourism's Facebook and Instagram pages:



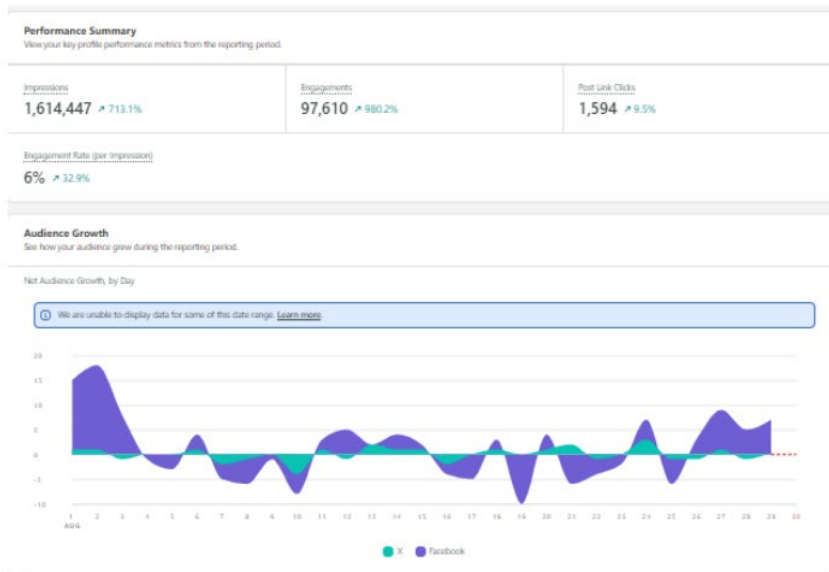
MUNICIPAL - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in August in terms of impressions:



SOCIAL OVERVIEW: AUGUST 2024

Municipal Social Sites



Our numbers jumped tremendously over last year due to the wildfires and the subsequent flooding events.

This is further proof that the Village of Ruidoso has established itself as the go-to information hub during times of crisis.

SOCIAL OVERVIEW: AUGUST 2024

Municipal Social Sites

Engagement

See how people are engaging with your posts during the reporting period.

Engagements, by Day



The graphic to the left indicate audience engagement and impressions compared to the same time last year.

Again, numbers and increases like this have everything to do with the wildfires and floods.

Impressions

Review how your content was seen across networks during the reporting period.

Impressions, by Day



Impression Metrics	Total	% Change
Total Impressions	1,614,447	↗ 713.1%
X Impressions	26,096	↗ 823%
Facebook Impressions	1,588,351	↗ 711.5%

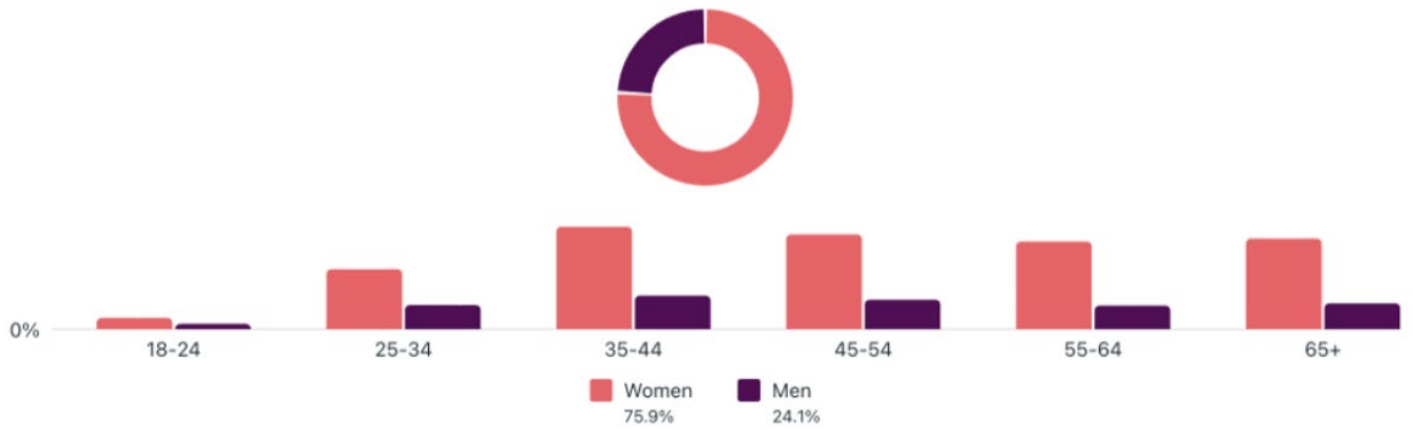
MUNICIPAL AUDIENCE

Audience demographics of the 59,587 followers on the Municipal Facebook page:

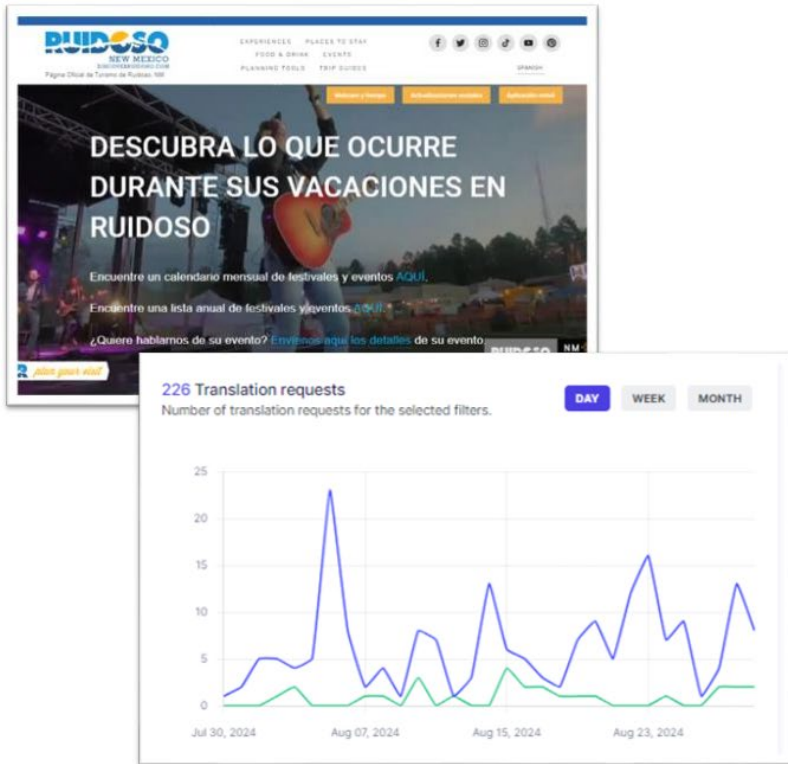
Facebook followers ⓘ

59,583

Age & gender ⓘ



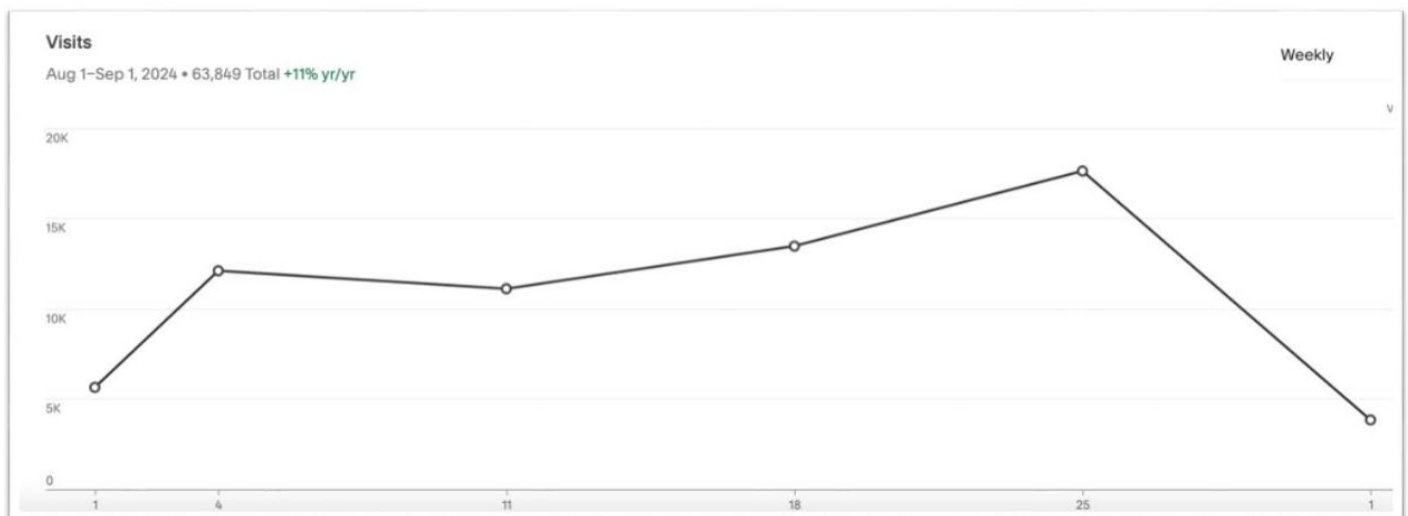
WEBSITE –TRANSLATION TOOL



The number of translations by visitors on the DiscoverRuidoso.com jumped to 223 times during the month of August.

In total, the tool has been used 4,715 times in the past 12 months.

WEBSITE ANALYTICS TOURISM: AUGUST



WEBSITE ANALYTICS

TOURISM: GEOGRAPHIC STATS

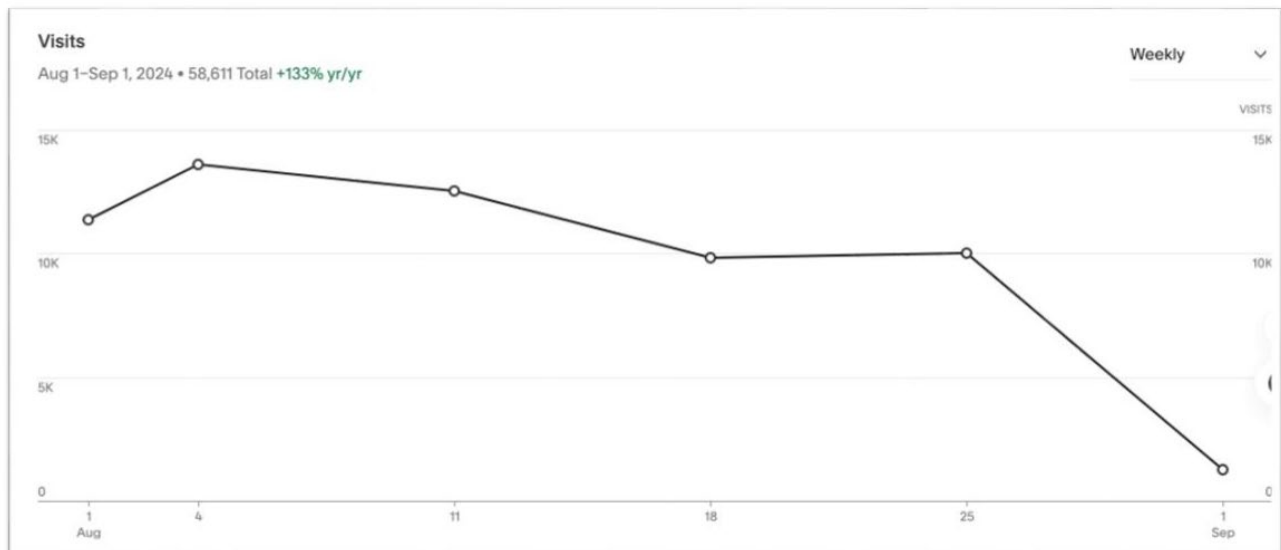
▼ Texas	20,442
El Paso	4,444
Dallas	2,685
Others	2,107
Lubbock	1,388
Unknown	1,030
San Antonio	796

Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso driving the most traffic.

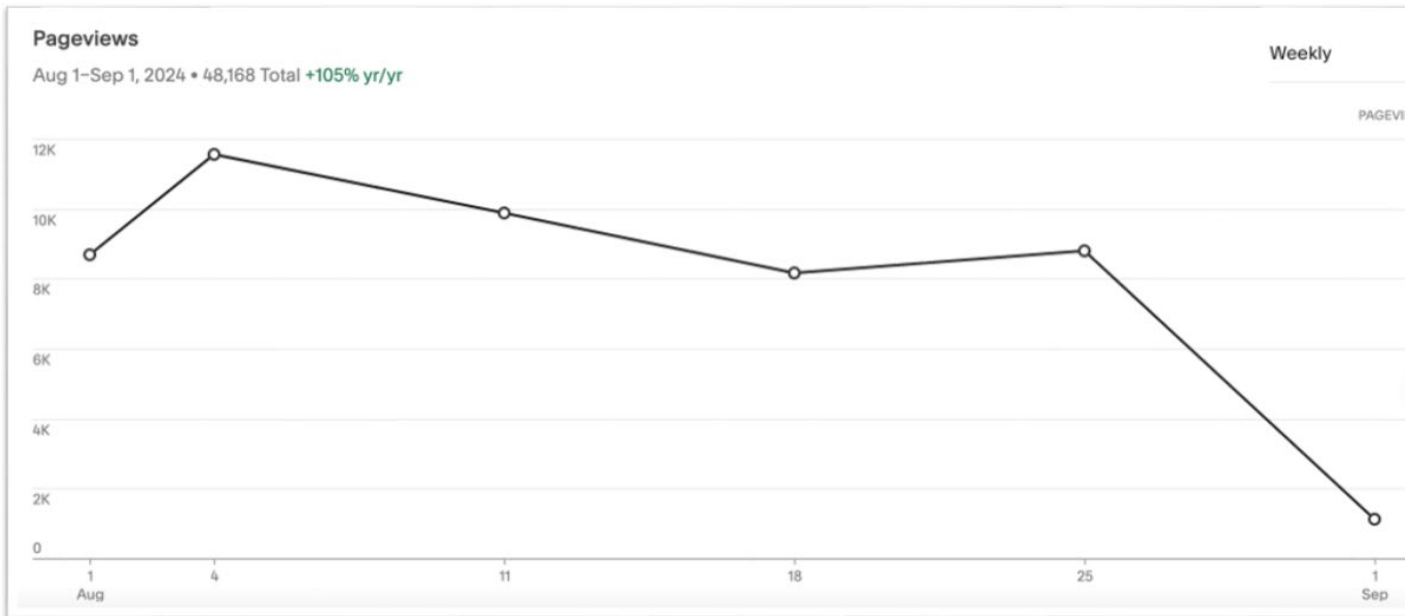
▼ New Mexico	7,995
Albuquerque	2,832
Alamogordo	1,282
Roswell	692
Las Cruces	364
Santa Fe	252

WEBSITE ANALYTICS

MUNICIPAL: VISITS



WEBSITE ANALYTICS MUNICIPAL: PAGE VIEWS



WEBSITE ANALYTICS MUNICIPAL: GEOGRAPHIC STATS

▼ Texas	13,042
El Paso	2,193
Others	1,613
Dallas	1,289
Lubbock	795
Unknown	715
San Antonio	608
Houston	527
Austin	509

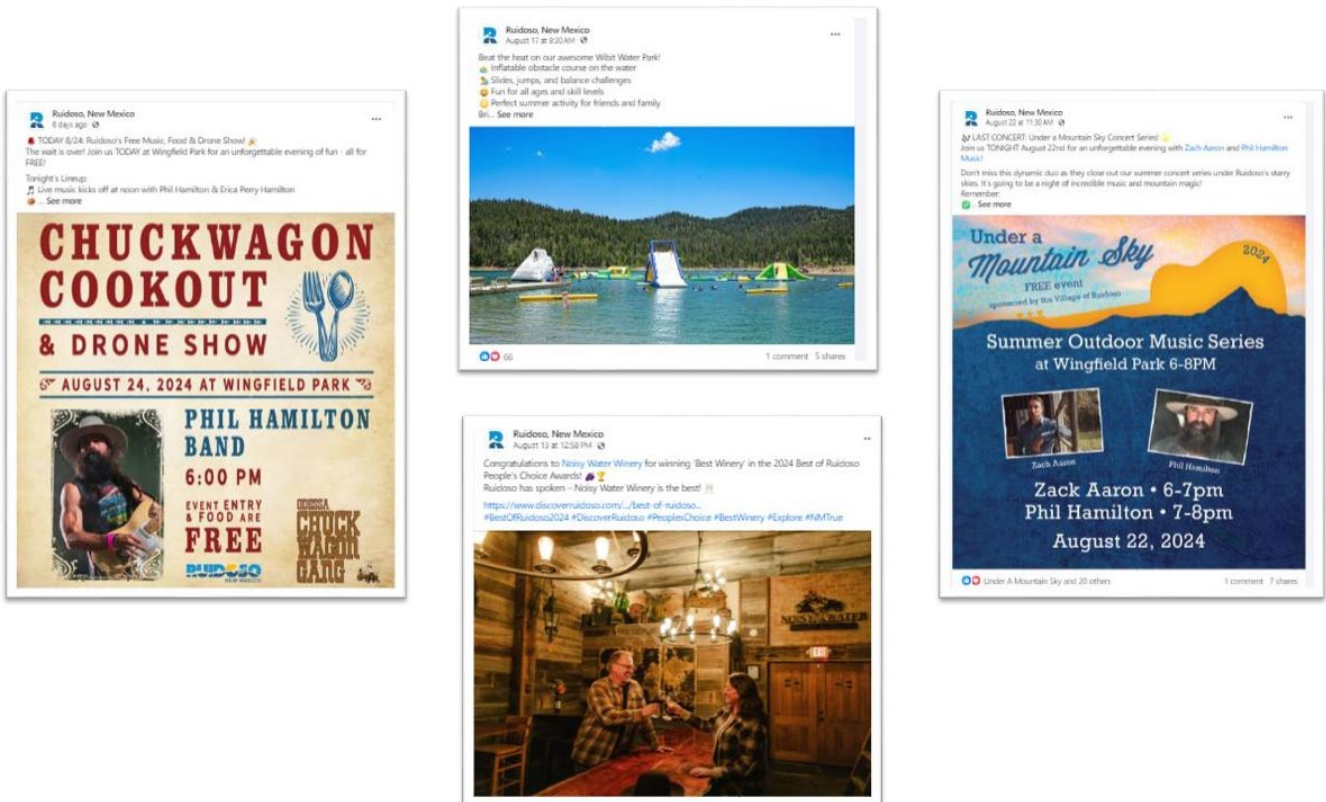
WEBSITE ANALYTICS

MUNICIPAL: GEOGRAPHIC STATS

▼ New Mexico	7,016
Albuquerque	2,503
Alamogordo	844
Ruidoso	484
Roswell	414
Las Cruces	336
Santa Fe	320

In the New Mexico market, Ruidoso usually leads this group for number of visits. You can see here that Ruidoso in the 3rd position.

AUGUST SOCIAL MEDIA



AUGUST DIGITAL



RUIDOSO
NEW MEXICO
DiscoverRuidoso.com

Ski New Mexico



RUIDOSO
NEW MEXICO
DiscoverRuidoso.com

Go-NewMexico




RUIDOSO
NEW MEXICO
DiscoverRuidoso.com

Photo Art. No federal endorsement of the Advertiser intended.

Military – Ft Bliss & HAFB

AUGUST PRINT



Connecting generations.

Midtown
so New Mexico

Discover Ruidoso, where the possibilities are endless, and the memories are priceless, where grandparents and grandchildren explore together. Grab your loved ones and embark on an unforgettable journey to Ruidoso.

RUIDOSO
NEW MEXICO

DiscoverRuidoso.com

Senior Link and NM Generations Magazine

AUGUST BILLBOARDS



Our digital billboards in El Paso & Albuquerque featured a variety of messages in August.



AUGUST EVENTS

under a mountain sky
A free event sponsored by the Village of Ruidoso

Summer Outdoor Music Series
at Wingfield Park

Hannah Owens	May 24
Jarrod Morris	May 30
Erick Willis	June 7
Erica Hamilton	June 14
Blake Burrow	June 21
Hayden Huse	June 28
David Lening	July 5
Ponderosa Grove	July 12
Jesse Dayton	July 18
Clayton Landua	July 26
Joey Green	August 2
Max Gomez	August 9
Nathan Graham	August 15
Zach Aaron	August 22

Current event co-located by Dan Dee Cabins

RUIDOSO NEW MEXICO DiscoverRuidoso.com

CHUCKWAGON COOKOUT & DRONE SHOW

8th AUGUST 24, 2024 AT WINGFIELD PARK

12:00 PM - 8:00 PM - LIVE MUSIC
WITH ERICA PERRY HAMILTON, MAMMOTH CULTS, & PHIL HAMILTON BAND

12:00 PM - 2:00 PM - CHUCKWAGON COOKOUT
ALL FOOD IS FREE
COURTESY OF THE ODESSA CHUCKWAGON GANG

BEER GARDEN

8:15 PM - DRONE SHOW

EVENT ENTRY & FOOD ARE FREE

RUIDOSO NEW MEXICO DiscoverRuidoso.com

RUN white and blue RUIDOSO 5K COLOR FUN RUN
Saturday, August 31, 2024

Join us as we Celebrate the Ruidoso Community and Labor Day Weekend in Vibrant Color on August 31, 2024.

This unique 5K paint race that celebrates health, happiness, and community for all-ages will feature Color Splash stations as you walk or run around the scenic Links Trail in Beautiful Ruidoso.

LOCATION: The Links Trail, at White Mountain Sports Complex

TIME: 7:30 AM Race start

ONLINE REGISTRATION: \$20

DiscoverRuidoso.com RUIDOSO NEW MEXICO

PR: AUGUST 1-31, 2024



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

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

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

PR: AUGUST 1-31, 2024

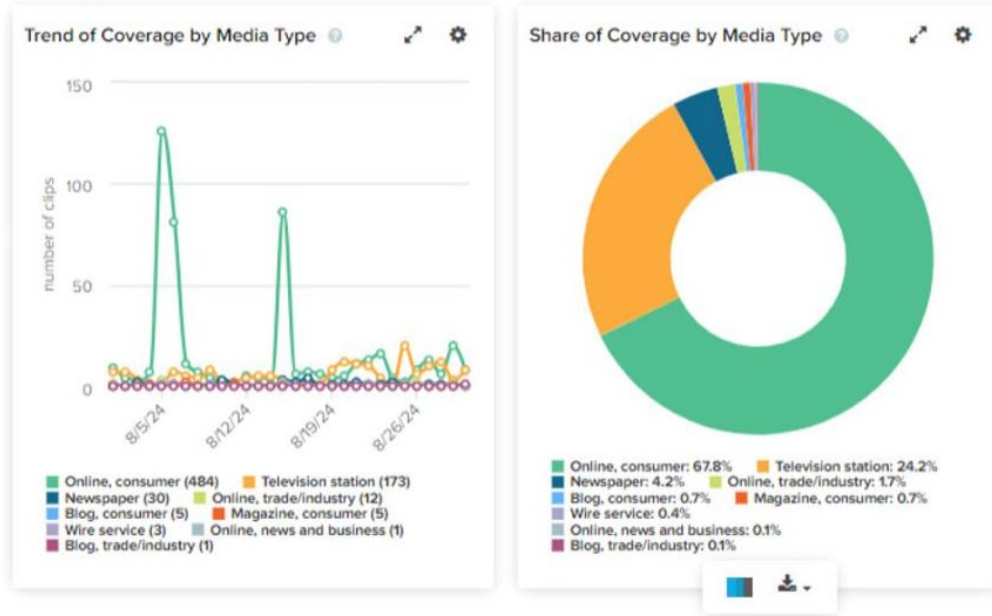


Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

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

PR: AUGUST 1-31, 2024

Coverage by Media Type

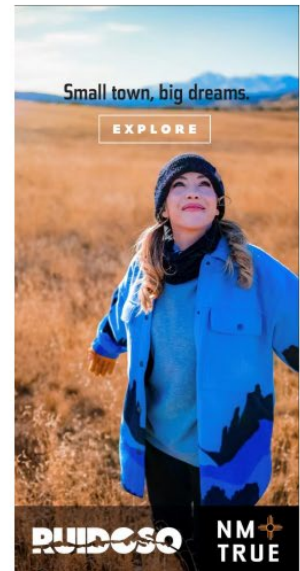


Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

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

NMTD CO-OP PROGRAM FY25

- MMP advertising began in August
- Fire recovery creative began 8/19



NEW MEXICO  TRUE



NEW MEXICO  TRUE

FINANCE

- Council monthly reports for August (Period 2 FY 2025) will be available by mid-September.

July 2024 Benchmarks:

GRT Revenue up 5.54% from PY (\$83,090 increase).

Gasoline Tax Revenue down 25.37% from PY (\$3,077 decrease)

Lodgers' Tax Revenue up 52.44% from PY (\$144,714 decrease)

Monthly Council reports are available on the Village website.

- There were three (3) project worksheets (PW) approved for the McBride Fire for a total of \$423,169.54 in funding. Received \$313,554.56 in Federal Funds and total outstanding \$109,614.98 (Fed \$47,097.26 and State \$62,517.72). Waiting on instructions on how to move forward to receive other funding.
- FY 2025 Budget and supporting documentation was sent to DFA on July 29, 2024. Interim budget approval received 06/13/24. Final approval will be received sometime in September.
- The Village is currently working with NM DHSEM to reconcile expenditures associated with the FEMA PW155 Sewer Line Project. Once reconciled, the Village should receive the \$3,011,393.52 that represents the State's portion of the disaster.
- The Village is also working with NM DHSEM to reconcile expenditures incurred with the design of the six (6) FEMA bridges. Once reconciled, hopefully the state and federal portions of expenditures incurred will be released from the State as a part of the pay as you go process. Total expenditures incurred \$1,280,473.73.
- Work on the FY 2024 Audit has begun. Auditors will be on-site in October for final internal controls and final balance testing.
- In process of filling out application for FEMA Community Disaster Loan. First submission of financial information was completed on August 20th. Our assigned analyst is Brandon Hawkins.
- Budget adjustment for FY 2025 Quarter 1 Ending September 30, 2024, will be presented at a special council meeting in October. This BAR will include FY 2024 Rollovers.

- Outstanding legislative appropriations:
 - Grant Match (23-ZH5050-38) \$465,600.00
 - Senior Center bathroom remodel (A22G-5328) \$43,281.56
 - Senior Center kitchen renovations (A23H2028) \$202,473.06
 - Recreation (23-ZH5053-45) \$1,000,000.00 Balance \$418,422.10
 - Recreation (23-H3061) \$500,000.00
 - McBride Fire (23-ZH5051-2) \$2,500,000.00 Balance \$2,214,018.30
 - At-Risk Youth (23-ZH9239) \$100,000.00 CLOSED
 - Main Street Improvements (A23H2121) \$265,000.00
 - E911 Dispatch building (G2890) \$3,465,000.00 Balance \$932,474.43
 - Affordable Housing (H5043-5) \$3,000,000.00 CLOSED
 - Links Trail (NMDOT RT20030) \$1,139,236.00 Balance \$170,573.11
 - Moon Mountain Trail (NMDOT RT20040) \$374,638.00 Balance \$20,306.60
 - Hazard Mitigation Plan Update \$24,905.34
- Waiting on reimbursement from the State on the following:
 - E911 Dispatch Building (G2890) \$106,108.22
 - Senior Center renovations (A23H2028) \$16,757.39

Utility Billing

- Automated meter transmitters remaining to be changed, input into the Incode billing system, or need activation is 16.
- The Utility Supervisor is coordinating with the Village Clerk to organize utility liens. They are also making sure that the lien ordinance is being followed.
- Department Statistics:

JULY 2024

Lien Letters Sent Out: 0

Lien Request Sent to Village Clerk: 0

Payment Arrangements Process: 4

Leaks: 119

Work Orders: 239

Shut-Offs: 0 (Due to South Fork Fire no shutoffs for 3rd and 4th weeks of July)

IT

- The SD-WAN installation by Windstream is close to completion. We are down to the last sites for setup. Completion and turn up of all sites should happen by the end of this month or the beginning of October.

Windstream engineers are working in collaboration with Systems MD and our IT tech on-site to complete the turn-ups for all locations. Once completed this should resolve the inter-location communication issues that departments have noticed when connecting to Tyler and other server applications.

The South Fork Fire resulted in damage to the TDS network which was the backup / redundancy solution identified by Windstream. Need to look and see if going forward this will be the best for the village or if alternatives need to be identified. Telephone and internet services were brought back up online while Windstream equipment is/was being repaired with the cooperation of Mescalero Apache Telecom ISP (MATI). The Village might want to consider a customer provided loop backup / redundancy option.

- Systems MD has started the process to move email and all Office 365 products to the cloud. This transition will take approximately a month and half. This will aid in the event of emergencies or when there is a loss of power to any location in the village. This transition is being funded by a grant from DFA. Andrew will assist SMD techs when they come onsite to convert all accounts. They will go by department / building location until all are completed.
- Working with Tyler – Incode to move this software to the cloud. Working on a target of a possible transition by November of this year. This will also aid in the village being able to conduct business and still service customer utility accounts if employees are needed to work from locations other than Village hall or their own department. This transition is being funded by a grant from DFA.
- Public Wi-Fi at the Convention Center was 18.31 GB of averaged daily traffic. The library served an average of 10 customers using about 4.71 GB per day. Village Hall served an average of 25 people with an of 16.78 GB of daily traffic. Wireless Access Points (WAPs) can reach community members in the parking lot.
- Andrew is working with Eric Queller on identifying issues that arose from the South Fork Fire that need to be addressed for the EOC. They met with White Sands about network design for the EOC at Horton will meet again to help with final placement of network locations in the EOC.
- Windstream fiber project is working on assessing affected by the fire where they had already completed installation. They are working with their contractors on proceeding with other areas after the South Fork Fire and flooding.
- Submitted a Notice of Obligation against our McBride Fire grant to DFA to pay the transition cost of moving email (\$153,001.85) and Incode (\$95,745.30) to the cloud, total cost \$248,747.15.

Capital Projects**PROJECTS IN CONSTRUCTION**

Project	Contractor	Substantial – Final Completion
Horton Complex Phase 2	White Sands Construction	Construction in progress.
Eagle Creek Well Field Phase III, Alto Wells 3 & 4	Roper Construction	Construction in progress. Substantial Completion 9/5/24.
River Well Rehabilitation (Wells 1979-S3 & 1979-S13)	KD Huey Company	Construction complete at Well 1979-S13. Pending completion at Well 1979-S3. Anticipated completion 10/1/24.
Broadband Expansion	Windstream Communications	Construction in progress.
RWWTP Fine Screens Replacement	L.A. Inc.	All installation complete. Pending Ovivo start up on 10/1/24.
Community Center Bathroom Renovations	White Sands Construction	Construction in progress. Anticipated completion 9/15/24.
Community Center Kitchen Renovations	White Sands Construction	Construction complete with exception of roll-up window (on order). Anticipated completion 9/15/24.
603 Mechem Housing	White Sands Construction	Property preparation in progress. Four pads and retaining walls are complete. Anticipated completion 1/1/25.
603 Mechem Housing	Homespot	All homes are ready to be set. Three homes have been placed. One foundation starting soon, weather permitting.
Innsbrook Service Lines Replacement	General Hydronics Utilities	Construction in progress. Four service lines remaining. Anticipated completion 10/1/24.
School House Park Playground	Playworks	Construction in progress. Anticipated completion 9/15/24.

PROCUREMENT ACTIVITIES:

Purchase Order Summary Report

August: 330 Count	August Value:	\$4,968,776.87
FY25 Issued YTD: 1116 Count	Total Value:	\$23,966,716.56

RFQ #2024-001Q Design-Build Solar Developer for Photovoltaic (PV) Project at the Regional Wastewater Treatment Plant

Advertisement for RFQ #2024-001Q began on 02/23/2024. Phase II submittal has been received and scoring was postponed due to the South Fork Fire. Recommendation of award has been received from SMA. Christella will present this at the RWWTP-JUB Meeting on 09/18/2024.

ITB #2024-011B SBRA Parallel Taxiway A Pavement Maintenance

Advertisement for ITB #2024-011B began on 4/5/24. The Pre-Bid Conference was held on 04/16/24. Bids were due on 4/24/24 at 3:00 pm and two bids were received. Adoption of Resolution 2024-16 acceptance of grant offers was on the May 14 Council Agenda. This procurement is being handled by Armstrong Consultants. Notice of Award has been received from the FAA. We are now waiting for the Grant Funds to be received.

RFP #2025-001P Professional Engineering Services for Watershed Projects

Advertisement for RFP #2025-001P started on 07/31/2024. The Pre-Proposal Conference was held on 08/08/2024 at 3:00 pm and we had 9 firms via Zoom. Submission of Proposals was set for 08/29/2024 at 3:00 pm. Six proposals were received. Awards and contracts are anticipated to be on the 10/08/2024 Council agenda.

ITB #2025-001B Eagle Creek Sports Complex Water Line Erosion

Advertisement for ITB #2025-002B started 08/08/2024. Prebid was held on August 13, 2024 @ 2:00 pm with 1 contractor attending the meeting and site visit. Bids were due 8/28/2024 at 3:00 pm. One bid was received. Awards and contracts are anticipated to be on the September 10th Council Agenda.

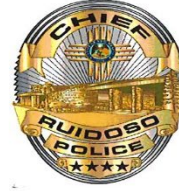
ITB #2025-002B Automated Fuel Dispensing Service

Advertisement for ITB #2025-002B started on 08/22/2024. No Prebid meeting held. Bids are due 09/12/2024. Awards and contracts are anticipated to be on the October 8th Council Agenda.

FIRE

- ✓ We have moved into Level I Fire Restrictions on July 3, 2024, at noon

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 20



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE
July 3, 2024 12:00 PM

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO LEVEL I RESTRICTIONS

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

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

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


Joe Kasuboski
Fire Chief
Ruidoso Fire Department

- ✓ There were 143 calls ran from July 1, 2024 – July 31, 2024. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.
- ✓ Fire Staff participated in Software demos with Image Trend and First Due.
- ✓ Fire Staff monitored weather and flooding
- ✓ Chief attended Council meeting 8/12
- ✓ Fire Staff assisted with Fire Drill at White Mountain Elementary 8/15
- ✓ Fire staff conducted Fire Pit inspections
- ✓ Fire Staff Conducted Honor Guard meeting 8/19

- ✓ The Chief met with Travis County Texas Fire chief for discussion on Wildfire response lessons learned. 8/21
- ✓ Chief Submitted State Fire Grant Application
- ✓ Chief Participated in Weather Coordination meetings
- ✓ Fire Staff Conducted CPR/ First Aid training for Ruidoso Schools 8/29
- ✓ Fire Department staff conducted medical stand by at Ruidoso Football games
- ✓ Fire Staff participated in Alto CC First Responder Appreciation Parade 8/31

Fire Marshal:

N/A

FORESTRY

Forestry Current Activities Report	24/25	8/1/24 8/30/24
Item:		
Hazard Tree Removal:		
private property	2	
village property		
Public Service Visits, Insects/Disease/Misc	18	10
Permits issued for Tree Removal (20" plus)	2	1
Private Property Compliance:		
initial	116	74
final	115	70
acres completed	45.81	21.94
New Construction :		
initial Inspection and Fire Hazard Rating	10	7
final Inspection and Approval	3	
New Construction Permitting Fees :		
forestry	\$1,000	\$700
solid waste	\$4,060.00	\$4,060.00
Village property Treated:		

- Projects for both Mechem Cemetery and Gavilan Cemetery have been awarded. Gavilan has been started.

- Furniture for Horton has been assembled and is ready for occupancy.
- Certification appointments are in full swing.
- Contracts are being prepared for the removal of junipers from the Library and the removal of dead trees from the graveyard at Gavilan.

HUMAN RESOURCES

- Annual Evaluations were due in July 2024, but the due date was extended due to the fires and floods. In August 2024, we reviewed and tracked the status of each Annual Employee Evaluation as they came in. We will continue to do this through the next couple of weeks as we receive the final evaluations. We have been sending out reminders to individuals to review and approve as needed.
- The Human Resources Generalist has been verifying and reconciling all employee benefits selections from July's Annual Open Enrollment Period.
- We are drafting an agenda for a 40-hour orientation course for all new employees. This will be a collaborative effort with the HR Specialist, HR Generalist, HR Manager, Safety Coordinator, Emergency Manager, and other Directors and Managers as needed. This new orientation process will kick off in September and will allow all employees to receive all of their onboarding training and OSHA required training within one week of hire. Supervisors, Managers and Directors who are hired will have additional Supervisory training to complete during the second week of hire.
- Non-Certified Patrol Officer testing was conducted on August 19, 2024. One individual made it through all portions of the examination and is in the hiring process.
- Entry Level Firefighter testing will be conducted on September 4, 2024, All confirmed applicants will undergo a physical agility exam, written exam, and oral interview process.

Current Vacant Positions

Convention Center:
Convention Center Tech I (1)

Fire Department:
Fire Fighter (1)

Parks and Recreation:
Custodian (1)
Parks Maintenance Worker (4)
Part Time Rec Leader (1)

Police Department:
911 Dispatcher (1)

Police Officer Certified (2)
Police officer Non-Certified (2)

RWWTP:
Wastewater Treatment Plant Maintenance Technician (1)

Street:
Streets Maintenance Technician (3)

Water Distribution:
Water Distribution Maintenance Technician (2)
Water/Wastewater Heavy Equipment Operator

Water Production:
Water Plant Operator IV (1)
Water Production Maintenance Technician (1)

Candidates currently in Hiring Process/Background for the following positions.

Multi-discipline Inspector (1)
Non-Certified Patrol Officer (1)
Dispatcher (1)
Facilities Supervisor (1)

Employee Committee News

The employee committee has been working on planning so many fun things for the staff in the near future to show our appreciation for the all the work they do each and every day.

- We are currently preparing for our Annual Employee Picnic! The picnic will be on Thursday September 19, 2024, and will be held at Wingfield Park. We hope to see everyone there for food, fun, and games. You can win gift cards, candy, Village swag, and much more when you take a turn spinning the prize wheel. We think it will be a hit. We will also have other games for staff to play such as pong, cornhole, connect 4 on a giant connect 4 board, and others! It will be too fun to miss, and we look forward to bringing all of our Village employees together for this event!
- We are holding a car care raffle at the beginning of September. Tickets will be on sale for \$1.00 each or six for \$5.00. All proceeds raised will be given to our team members who were affected by the South Fork and Salt Fires. Please help us continue to support these individuals during this challenging time. Winners will be announced at the Employee Picnic so get your tickets today from Human Resources, Police Department, or Parks and Recreation.

Prizes are as follows:

1st - \$50.00 Gift Certificate to Chuy's Speed Shop, Epic Car Wash and Car Wash Kit

2nd - Precision Oil Change, Epic Car Wash and Car Wash Kit

3rd - Hometown Tire Oil Change, Epic Car Wash and Car Wash Kit

- We will be holding another fundraiser starting October 1st. To kick off the Halloween season, we will be selling Spooky Grams. Each Spooky Gram will be \$2.00, and you can send as many as

pg. 47

you would like to your co-workers, employees, or Supervisors. All Spooky Grams (Candy Grams) will be delivered to you on October 31st. Proceeds from this will go to the Employee Committee.

- Save the date for our Annual Christmas Party. It will be held on December 13th, 2024, at the Ruidoso Convention Center.

Safety News and Upcoming Safety Training

- The August 2024 scheduled Defensive Driving (DDC), and Accident Investigations class were cancelled due to area floodings.
- New Hire Orientation was held for six employees by the Health and Safety Department and Human Resources.
- The Health and Safety Department assigned training classes through the Vector Program for many employees. There are several upcoming training courses on the 2024 calendar for Village employees to attend safety training.
- The Safety Training Calendar is posted on the Health and Safety page of the VOR website.
- Safety Inspections were conducted at random throughout the Village departments.

LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the August Council Meeting.
- The Library Manager is working with Project Managers to get automatic doors for the front entrance of the library.
- The Library Manager met with Red Cross so they could do a survey to make the Library an Evacuation Shelter.
- Library Supervisor taking 2 Library Science classes this semester working toward her New Mexico Class I Certification.
- Library Supervisor had an Employee Committee Meeting to plan the Employee Picnic in September.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield Museum and Heritage Center.
- We have a new Library Assistant Theresa DeLeon who filled the slot that was vacated in early August.
- Library Staff attended a Defensive Driving class on August 13th.
- The 2 new library assistants had Orientation on August 14th.
- Library staff are working on their online Infopeople Courses that last 4 to 6 weeks.
- The Friends of the Library Board Meeting is scheduled for September 3rd at 4 pm in the library conference room.
- The Ruidoso Public Library Advisory Board will meet again on September 4, at 11:30 am in the library conference room.

Adult Services:

- The Small Business Administration Recovery Center is located at the Library in the Archive

pg. 48

Room. They are open Monday through Friday from 9 am to 5 pm and Saturday from 10 am to 2 pm.

- The Sierra Blanca Chapter of the Daughter of the American Revolution met on August 7th in the Library Conference Room. They had 7 attendees.
- Nicole Vasquez from HUB Insurance was at the library to meet with employees on the morning of August 21st.
- We finished our Summer Music Series on August 29, 2024. The Homegrown Boyz had 67 attendees on August 22nd and Rich Chorné and Friends was cancelled due to weather.
- We will have Tomas Vigil perform music with a lecture on September 5, 2024 at 5:30.

The poster features the Ruidoso Public Library logo at the top. Below it, the text reads "TOMAS VIGIL Music and Lecture". A central photograph shows Tomas Vigil, a man with a beard and a white headband, playing an acoustic guitar. To the right of the photo is a list of music pieces. At the bottom, it says "Ruidoso Public Library Thursday, September 5th AT 5:30 PM" and the website "www.ruidosolibrary.org".

RUIDOSO
PUBLIC LIBRARY

TOMAS VIGIL
Music and Lecture

MUSIC

- Three Pavaues
Luys de Milan
(1500-1561)
- Pavana muy llana
para taner (1552)
- Villancico
Diego Pisador (1510)
- Soneto I (1547)
Enriquez de
Valderrabano
(1500-after 1557)
- Cancion del Emperador
(1538
(Sombre "Mille Regretz"
de Josquin)
- Diferencias sobre
"Guardame las vacas"
Luys de Narvaez
(1516? - 1549)
- Romanesca (1546)
- Fantasia X
Que contrahaze la harpa
en la manera de Ludvico
Alonso Mudarra
(1510-1580)

Ruidoso Public Library
Thursday, September 5th
AT 5:30 PM

www.ruidosolibrary.org

- The Ruidoso Writers Group meets every two weeks on Tuesday afternoons. There was an average of 8 attendees per meeting.
- The Library Supervisor is planning an adult fall reading program.

Youth Services:

- Youth Services had a special event with Lotta Love Petting Zoo they had 95 attendees.
- Youth Services has created some new displays.





ON-GOING PROJECTS:

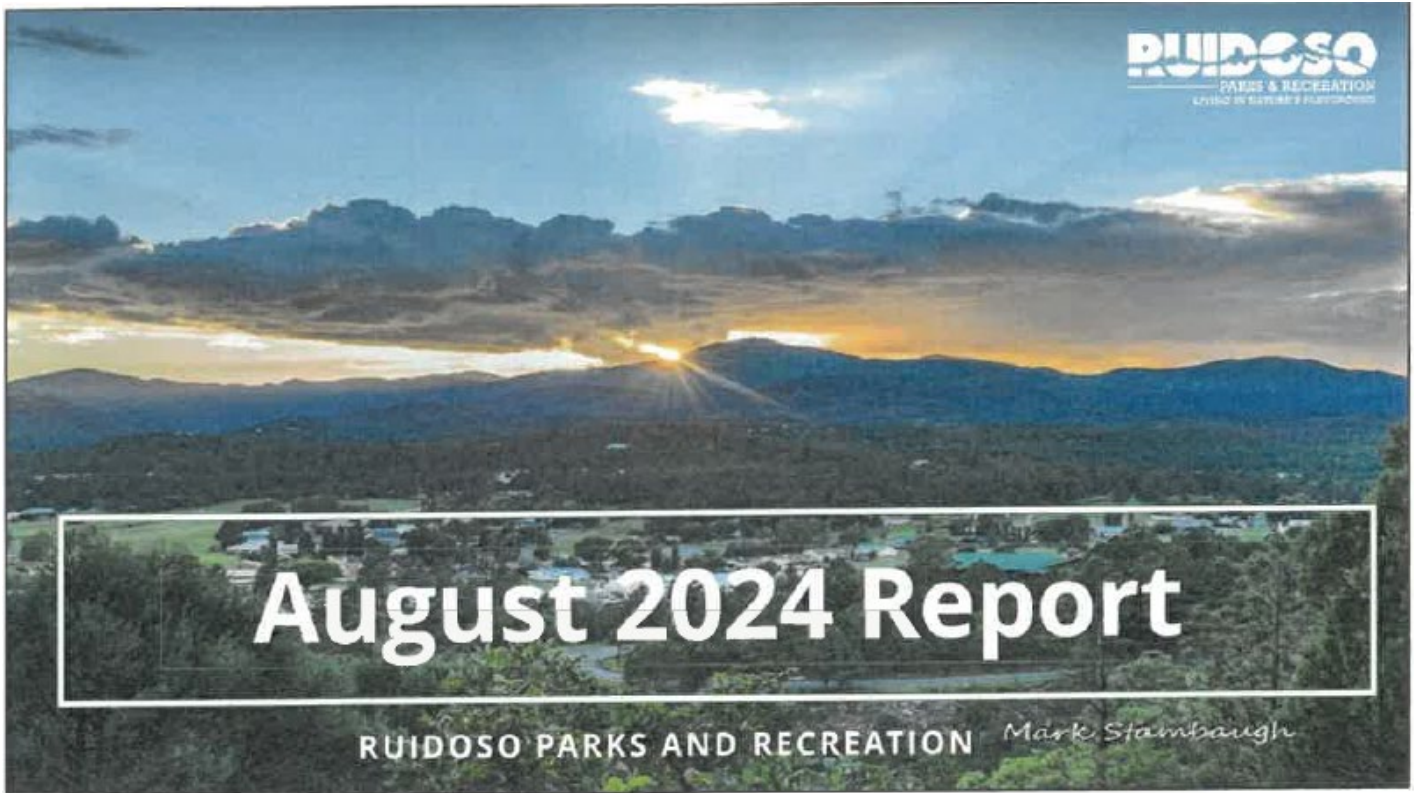
- Continuing to catalog and process adult and youth materials for placement on new shelf.
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Due to a change in personnel over the last six months the inventory of library materials has been delayed. We hope to get the inventory started in January of 2025.
- Collection Development for Adult and Youth materials.

STATISTICS:

- Library material checkouts were 3,096 and check ins were 3,115.
- Visitors total was 7,488.
- We issued a total of 53 new cards and updated 142 cards.
- Overdrive e-book checkouts were approximately 1,158. We had approximately 16 new users. There were 366 holds for e-audios and 265 holds for e-books and we had 82 holds on print materials.
- Reference questions totaled 961.
- Computer users totaled 262.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 386 times by 81 unique users.
- We added 106 material items.
- We had 21 Interlibrary Loan requests, and 21 books have been received.
- We had the Writer's Group Meet two times and had a total of 10 attendees.

- There were 1,054 external catalog searches, 2,024 internal searches by 187 unique users.
- Niche Academy was used 30 times and Mango Languages was used 1 time.
- There were approximately 15,393 actions performed in our Biblionix Integrated Library Software.

PARKS AND RECREATION



Ruidoso Schools MOU

MAINTENANCE AND FINANCES

- Staff cleaned Parks and Restrooms, (33-man hours White Mtn.) **\$924.00 personnel.**
- Staff sprayed weeds, removed flood debris, and striped soccer & football fields, 80-man hours. **\$3,164.00.00 Personnel.**

Total Supplies
\$350.00

Gavilan Water Bill
\$138.60

White Mountain Water Bill
\$72.29

White Mountain Electric Bill-June
\$373.12

Personnel
\$3164.00

\$4098.01

133 TOTAL HOURS

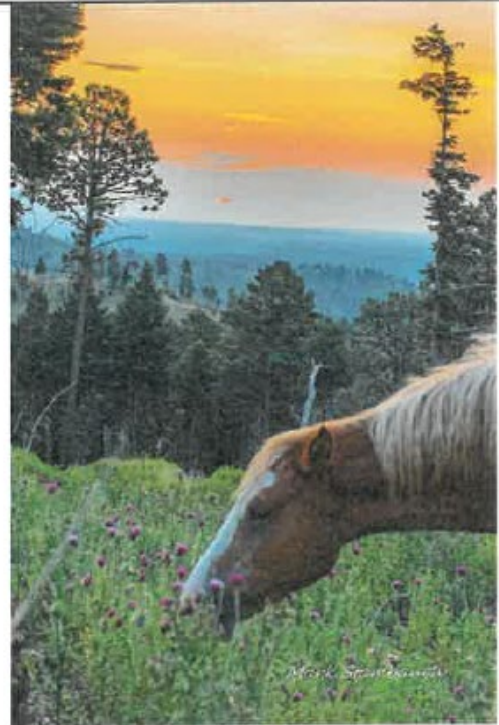


Photo Courtesy Mark Stambaugh



Parks and Facilities

PROJECTS BY NUMBERS

- Staff cleaned parks, maintenance and buildings. 968-man hours.
- Staff picked up trash on medians, parks, and free parkings, and cleaned graffiti, 24-man hours.
- Staff prepping athletic fields, 48-man hours.
- Staff mowed and weed eated Parks, Medians and Buildings, 344-man hours.
- Staff sprayed Eagle Creek Softball Fields, 8-man hours.
- Staff worked on Flooding/Cleanup 96-man hours.
- Staff work events and put up tents 64-man hours.
- Staff held the Mountain Double Up Softball Tournament at Eagle Creek Sports Complex, 22 teams. 36-man hours.

1,588

TOTAL HOURS

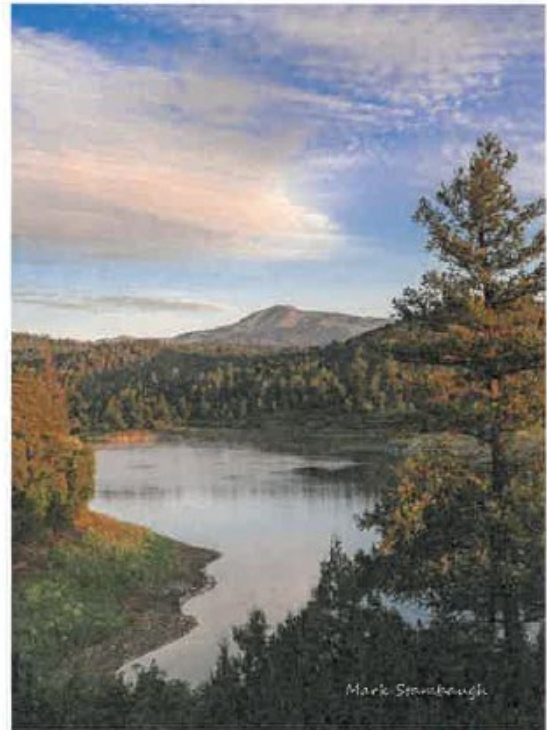


Photo Courtesy Mark Stambaugh

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee meeting was held.
- Keep Ruidoso Beautiful and the Parks Department picked up trash, 24-man hours.



Photo Courtesy Mark Stambaugh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- The Midtown Market held every Saturday from 9 AM to 1PM and it continues to show growth with vendor attendance.
- Tryouts for 10u & 14U Flag Football were held on August 15th at Horton Gym with over 118 players in attendance.
- Tryouts for 10u & 14u Soccer were held on August 16th at Horton Gym with over 74 players in attendance.
- Smart Start Soccer has started on August 24th and will continue for the next six Saturdays.
- Practices for Youth Soccer and Flag Football have started on August 21st and are being held at White Mountain Recreation Complex.
- The first games for Youth Soccer and Flag Football will be held on Wednesday, August 28th at White Mountain Recreation Complex.
- Recreation staff provided support for the "Grindstone Trail Run" in the roles of Traffic Control, Packet Pickup, Equipment Management, and General Prep.
- Recreation staff provided support for the "Chuckwagon Cookout" in the roles of Traffic Control, Material Unloading, Games, and General Prep.
- Recreation Staff will provide support for the Labor Day Weekend Regional Mexican Music concert at Wingfield Park held on Saturday, August 31st and Sunday, September 1st.



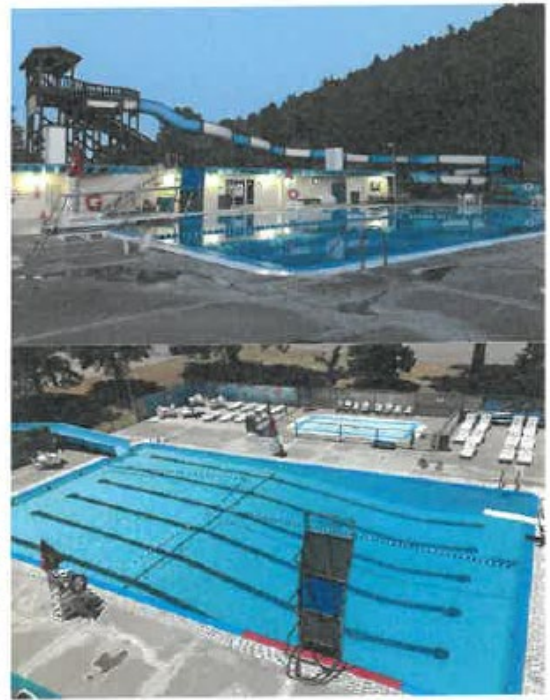
Midtown Market Shows Growth
Agriculture, Mixed Artisan



RUIDOSO
— PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND
PROGRAMS & ACTIVITIES

Public Pool Update

- Pest control Treatment contract was extended.
- Swim Lessons and Pool Parties were canceled and refunds were issued.
- The swimming pool was closed officially on July 22nd.
- Pool pumps, impellers are started up every 2-3 weeks.
- The swimming pool heater was turned off. Gas lines are shut.
- The water supply to the swimming pool was shut off.
- The facility is organized and cleaned and all of the pool deck equipment was stored for the off-season.
- The climbing wall can be taken down soon to winterize the pool.



Community Center

STAFF AND UPDATES

- The Ruidoso Community Center kitchens and dining room projects in the Community Center are now 99% complete with minor details still progressing. The project, which was awarded by the New Mexico Aging & Long-Term Services Capital Outlay Department, incorporated the modification of the existing serving areas, renovation of walls and ceilings within the kitchen and dining room area, and proper shelving was built in to provide better storage for the food and supplies needed to serve low cost meals to the public. The project also included the purchase of a new oven, refrigerator, dishwasher and automatic coffee pot all in stainless steel for the bridge room area.
- The small restrooms in the dining room area have new tile on the walls, new vanity and sink areas, new toilets and urinals. They were also made ADA compliant by adding grab bars to the walls where they were needed.
- The large restrooms are being renovated and the project should be completed in three weeks. The project includes installation of privacy doors on the larger restrooms, tile on the walls, automatic touchless sink faucets with new vanities, and new automatic flushing urinals.
- The renovation is looking outstanding and White Sands Construction is doing an amazing job while getting great feedback from the patrons that utilize the center daily.
- The Ruidoso Community Center will be starting meals in September and will be offering them free of charge to bring people back into the center. Meal times will be Wednesdays for lunch at 11:45am and Fridays for breakfast from 8:00am to 9:30am. Meals are offered to anyone in the community.
- The center will be hosting Gentle Senatic Yoga classes on Wednesdays at 5:30pm in the Community Center exercise room.



4

Staff Members

4

Weekly Activities



Community Center

Retired and Senior Volunteer Program

The Village of Ruidoso RSVP Program continues to grow each month with so many amazing volunteers that love to be here to help and serve the community.

AmeriCorps Seniors hosted its annual International AmeriCorps Senior 2024 Convening conference at the end of July. Both the RSVP Director Anthony Montes, and RSVP Coordinator Amber Word were honored to be able to attend this conference for a few days in Baltimore, Maryland. It was a great conference, and they both learned so much more about the RSVP Program, our RSVP Advisory Council, financial items, how to keep programs strong, and changes that will be coming up in the future. The grants, different involvement about each topic, and the other programs through AmeriCorps in different states and cities were also learned about as well. (Pictures shown are from the conference.)

The RSVP Coordinator Amber Word has been also working tirelessly in our EOC- (Emergency Operating Center) since day one of the disaster with the Salt & South Fork Fires and floods, focusing on Volunteer Operations for all of Lincoln County. This goes for not just the RSVP Program but helping the entire community with meeting the helping, sharing, monitoring, and coordinating all volunteer needs and volunteer hours that have been endlessly happening in our community.

To date, according to timesheets that have been tracked we have over 80,000 volunteer hours in our community since the beginning of the disaster. These hours are still coming in daily, and the gratitude, love and thankfulness will never be praised enough to all of our hard working volunteers! They are beyond truly amazing!!! ☺

Ruidoso will always be our nature's playground. Stay safe! ☺



POLICE DEPARTMENT

Dispatch all calls for service

- Total Calls for Service- 1606
- Total Positions Available- 11
- Total Positions Vacant- 2
- Positions Hired this month- 0
- Total Applications this month – 9 (one in background)

Patrol Division calls for service

- Total Calls for Service- 866
- Total Arrests made- 30
- Total Citations Issued- 144
- Total Reports taken-
- Special Operations Conducted- 0
- Total Positions Available- 20
- Total Position Vacant- 5
- Positions Hired this month- 0
- Total Applications this month – 1

ACO/Code Enforcement calls for service

- Total Calls for Service- 141
- Citations Issued- 0
- Special Operations Conducted- 0
- Reports Taken- 1

- Total Positions Available- 4
- Total Position Vacant- 0
- Positions Hired this month- 0

Criminal Investigations Division

- Total Calls for Service- 10
- New Cases Received- 4
- Pending Cases- 30
- Special Operations Conducted- 3 – Flood Operations/MCU Callout Homicide in Alamogordo

- Total Positions Available- 4
- Position Vacant- 1
- Positions Hired this month- 0
- Total Applications this month-0

RWWTP

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
08/01/24	Thu	1.36	22.8	7.12				N/A		
08/02/24	Fri	1.26	22.9	7.24				N/A		
08/03/24	Sat	1.51	23.0	7.27				N/A		
08/04/24	Sun	1.41	22.9	7.05				N/A		
08/05/24	Mon	1.39	22.9	7.12				N/A		
08/06/24	Tues	1.28	23.0	7.14				N/A		
08/07/24	Wed	1.32	23.0	7.10				N/A		
08/08/24	Thu	1.34	23.0	7.15				N/A		
08/09/24	Fri	1.31	22.9	7.12				N/A		
08/10/24	Sat	1.39	23.3	7.13				N/A		
08/11/24	Sun	1.38	23.0	7.03				N/A		
08/12/24	Mon	1.35	22.9	7.12				N/A		
08/13/24	Tues	1.33	23.0	7.13			3.50	N/A		
08/14/24	Wed	1.26	23.2	7.13	1.63	0.81		N/A	175.9	100.5
08/15/24	Thu	1.30	23.0	7.07				N/A	VSS 151.9	pH 7.51
08/16/24	Fri	1.29	23.2	7.13				N/A	VOL.86.3%	TEMP. 12.2
08/17/24	Sat	1.38	23.2	7.13	1.63	0.81	3.50	N/A	99.1	99.2
08/18/24	Sun	1.44	23.3	6.97				N/A	%removal	%removal
08/19/24	Mon	1.42	23.1	7.18				N/A		
08/20/24	Tues	1.34	23.2	7.22				N/A		
08/21/24	Wed	1.34	23.2	7.26				N/A		
08/22/24	Thu	1.24	23.1	7.20				4		
08/23/24	Fri	1.38	23.3	7.29				N/A		
08/24/24	Sat	1.42	23.2	7.34				N/A		
08/25/24	Sun	1.43	23.2	7.31				N/A		
08/26/24	Mon	1.43	23.2	7.24				8		
08/27/24	Tues	1.41	23.1	7.19			76.0	0		
08/28/24	Wed	1.40	23.0	7.18	1.13	0.70		N/A	191.9	132.7
08/29/24	Thu	1.39	22.8	7.24				N/A	VSS 143.7	pH 7.52
08/30/24	Fri	1.45	22.7	7.23				N/A	VOL.74.9%	TEMP. 12.7
08/31/24	Sat	1.51	22.6	7.37	1.13	0.70	76.0	N/A	99.4	99.5
									%removal	%removal
MONTHLY AVG.		1.37			1.38	0.76	39.8			

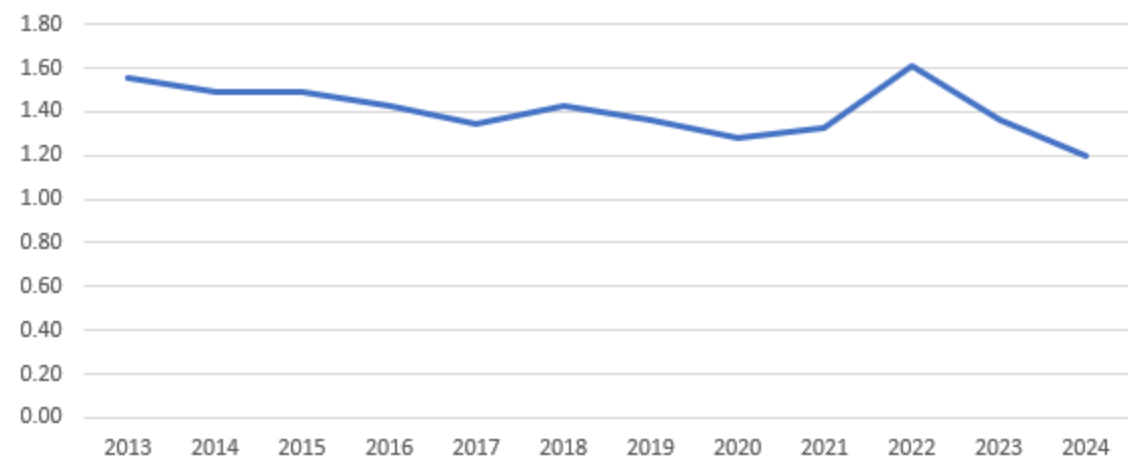
Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - August Yearly Comparison

2013	1.55
2014	1.49
2015	1.49
2016	1.43
2017	1.34
2018	1.43
2019	1.36
2020	1.28
2021	1.33
2022	1.61
2023	1.36
2024	1.20

Influent - August Yearly Comparison

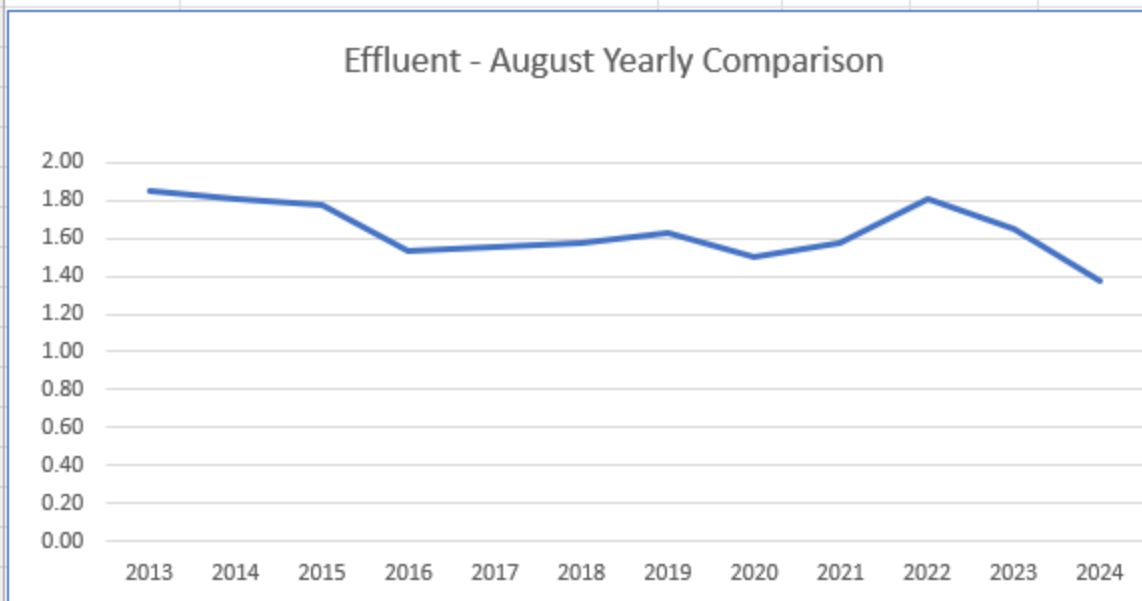


Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Effluent - August Yearly Comparison

2013	1.85
2014	1.81
2015	1.77
2016	1.53
2017	1.55
2018	1.57
2019	1.63
2020	1.50
2021	1.57
2022	1.81
2023	1.65
2024	1.37

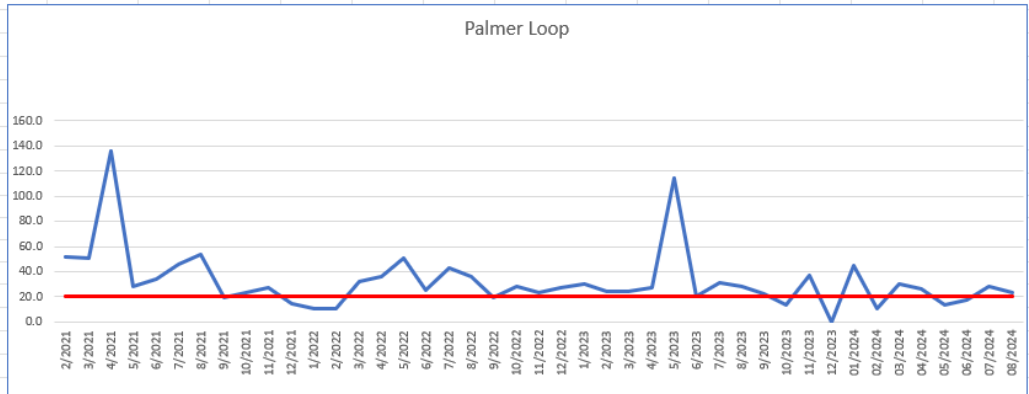


Manager's Report - RWWTP

FOG Results - Palmer Loop

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
2/2021	51.7	20
3/2021	50.6	20
4/2021	136.0	20
5/2021	28.2	20
6/2021	33.8	20
7/2021	46.4	20
8/2021	54.2	20
9/2021	19.7	20
10/2021	23.3	20
11/2021	27.4	20
12/2021	14.7	20
1/2022	10.9	20
2/2022	10.6	20
3/2022	32.0	20
4/2022	35.7	20
5/2022	50.9	20
6/2022	25.4	20
7/2022	43.1	20
8/2022	35.8	20
9/2022	19.2	20
10/2022	28.5	20
11/2022	23.7	20
12/2022	27.7	20
1/2023	30.1	20
2/2023	24.7	20
3/2023	24.2	20
4/2023	27.4	20
5/2023	114.0	20
6/2023	20.3	20
7/2023	31.7	20
8/2023	28.1	20
9/2023	22.1	20
10/2023	13.2	20
11/2023	37.1	20
12/2023	N/A	20
01/2024	45.3	20
02/2024	10.3	20
03/2024	30.0	20
04/2024	26.0	20
05/2024	14.0	20
06/2024	18.0	20
07/2024	28.0	20
08/2024	23.0	20

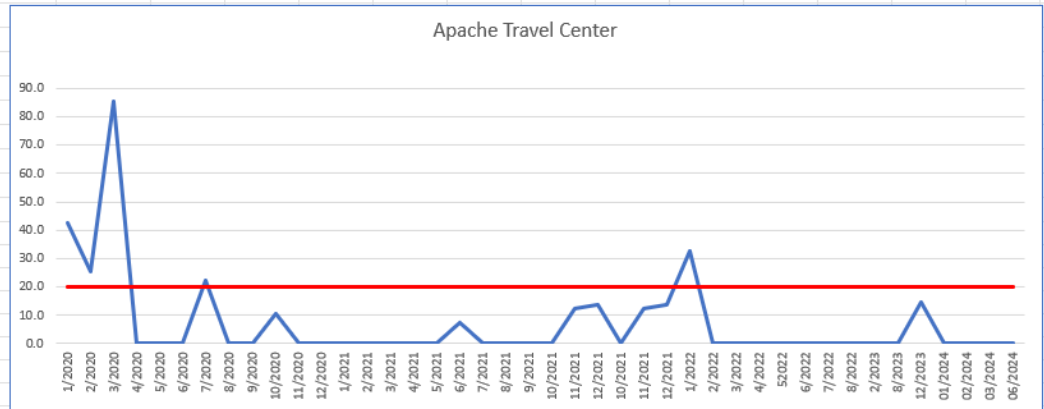


Manager's Report - RWWTP

FOG Results - Apache Travel Center

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2020	42.6	20
2/2020	25.6	20
3/2020	85.2	20
4/2020	0.0	20
5/2020	Closed	20
6/2020	Closed	20
7/2020	22.1	20
8/2020	Closed	20
9/2020	ND	20
10/2020	10.5	20
11/2020	ND	20
12/2020	Closed	20
1/2021	Closed	20
2/2021	ND	20
3/2021	Closed	20
4/2021	ND	20
5/2021	ND	20
6/2021	7.62	20
7/2021	ND	20
8/2021	ND	20
9/2021	ND	20
10/2021	ND	20
11/2021	12.5	20
12/2021	13.7	20
1/2022	32.7	20
2/2022	ND	20
3/2022	ND	20
4/2022	N/A	20
5/2022	ND	20
6/2022	ND	20
7/2022	ND	20
8/2022	ND	20
9/2022	ND	20
10/2022	ND	20
11/2022	ND	20
12/2022	14.6	20
1/2023	N/A	20
2/2023	N/A	20
3/2023	N/A	20
4/2023	N/A	20
5/2023	N/A	20
6/2023	N/A	20
7/2023	N/A	20
8/2023	N/A	20
9/2023	N/A	20
10/2023	N/A	20
11/2023	N/A	20
12/2023	N/A	20
1/2024	N/A	20
2/2024	N/A	20
3/2024	N/A	20
4/2024	N/A	20
5/2024	N/A	20
6/2024	ND	20

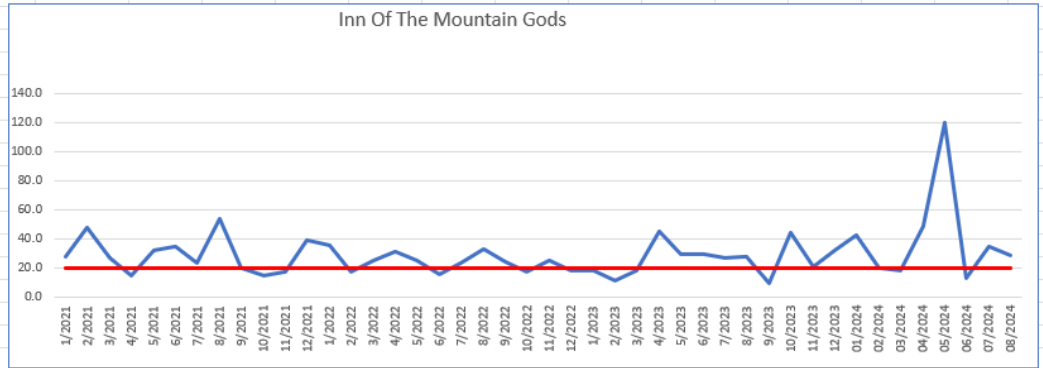


Manager's Report - RWWTP

FOG Results - Inn of The Mountain Gods (IMG)

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	27.9	20
2/2021	47.8	20
3/2021	27.0	20
4/2021	14.6	20
5/2021	32.0	20
6/2021	34.5	20
7/2021	23.5	20
8/2021	54.2	20
9/2021	20.0	20
10/2021	14.9	20
11/2021	17.4	20
12/2021	39.0	20
1/2022	35.5	20
2/2022	17.2	20
3/2022	25.3	20
4/2022	31.7	20
5/2022	25.3	20
6/2022	15.7	20
7/2022	23.6	20
8/2022	32.9	20
9/2022	24.9	20
10/2022	17.5	20
11/2022	25.7	20
12/2022	18.7	20
1/2023	18.1	20
2/2023	11.8	20
3/2023	18.0	20
4/2023	45.1	20
5/2023	29.5	20
6/2023	29.5	20
7/2023	27.2	20
8/2023	28.0	20
9/2023	9.44	20
10/2023	44.5	20
11/2023	21.1	20
12/2023	31.9	20
01/2024	42.8	20
02/2024	20.0	20
03/2024	18.0	20
04/2024	49.0	20
05/2024	120.0	20
06/2024	13.0	20
07/2024	35.0	20
08/2024	29.0	20

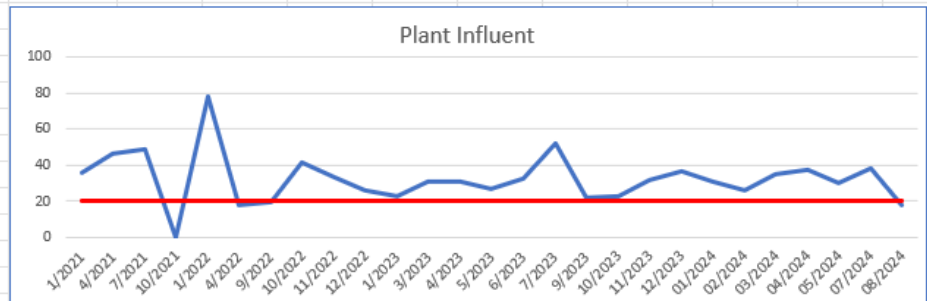


Manager's Report - RWWTP

FOG Results - Plant Influent

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	35.7	20
4/2021	46.4	20
7/2021	49.0	20
10/2021	ND	20
1/2022	77.9	20
4/2022	18.2	20
9/2022	19.4	20
10/2022	41.3	20
11/2022	33.3	20
12/2022	25.6	20
1/2023	23.1	20
3/2023	31.2	20
4/2023	30.7	20
5/2023	26.8	20
6/2023	32.8	20
7/2023	52.0	20
9/2023	21.8	20
10/2023	22.5	20
11/2023	31.9	20
12/2023	36.8	20
01/2024	30.9	20
02/2024	26.2	20
03/2024	35.0	20
04/2024	37.0	20
05/2024	30.0	20
07/2024	38.0	20
08/2024	18.0	20

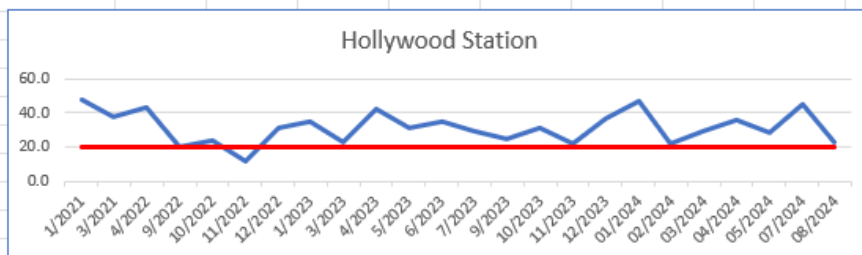


Manager's Report - RWWTP

FOG Results - Hollywood Station

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	48.0	20
3/2021	38.0	20
4/2022	42.9	20
9/2022	20.5	20
10/2022	24.0	20
11/2022	11.5	20
12/2022	30.8	20
1/2023	34.5	20
3/2023	22.5	20
4/2023	41.9	20
5/2023	31.6	20
6/2023	34.8	20
7/2023	29.0	20
9/2023	24.5	20
10/2023	31.3	20
11/2023	21.6	20
12/2023	36.7	20
01/2024	47.1	20
02/2024	21.7	20
03/2024	29.0	20
04/2024	36.0	20
05/2024	28.0	20
07/2024	45.0	20
08/2024	23.0	20

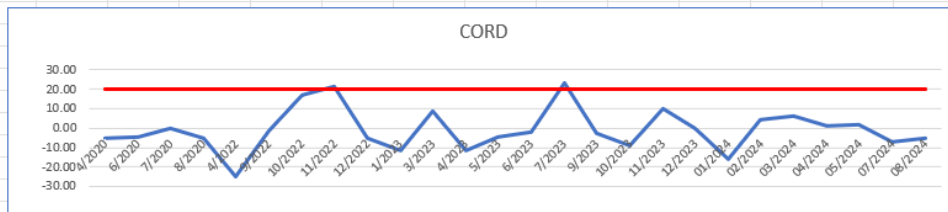


Manager's Report - RWWTP

FOG Results - CORD

August 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
4/2020	-5.30	20
6/2020	-4.60	20
7/2020	N/A	20
8/2020	-5.20	20
4/2022	-24.7	20
9/2022	-1.10	20
10/2022	17.3	20
11/2022	21.8	20
12/2022	-5.20	20
1/2023	-11.4	20
3/2023	8.70	20
4/2023	-11.2	20
5/2023	-4.80	20
6/2023	-2.00	20
7/2023	23.0	20
9/2023	-2.70	20
10/2023	-8.80	20
11/2023	10.3	20
12/2023	0.10	20
01/2024	-16.2	20
02/2024	4.50	20
03/2024	6.00	20
04/2024	1.00	20
05/2024	2.00	20
07/2024	-7.00	20
08/2024	-5.00	20



SOLID WASTE

- Department has 1 refuse truck down.
- Grapple pick up has decreased slightly.

Universal Waste Systems Statistics:

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

Fiscal Year		Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024				
JUL		5,780.00	\$56,130.66	266
AUG		4,538.00	\$44,069.37	214
SEP		4,352.00	\$42,263.09	198
OCT		3,361.00	\$32,639.30	164
NOV		3,559.00	\$34,562.12	166
DEC		3,725.50	\$36,179.03	178
JAN	UWS	4,261.00	\$41,721.91	198
FEB		2,250.50	\$56,039.41	265
MAR		3,180.00	\$31,284.76	150
APR		3,658.00	\$33,141.48	170
MAY		4,779.00	\$43,805.10	219
JUN		4,660.00	\$42,219.60	215
	TOTAL	48,104.00	\$494,055.83	2403
TONS		7215.60		
Fiscal Year		Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads

2024/2025

JUL	4,090.00	\$37,055.40	191
AUG	0.00	\$0.00	0
SEP	0.00	\$0.00	0
OCT	0.00	\$0.00	0
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL	4,090.00	\$37,055.40	191

TONS 613.50

Lincoln County Waste Transfer Statistics:

- Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Sierra Contracting to the Gavilan Canyon Transfer Station:

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2023/2024			
MARCH	31	197.81	\$11,447.26
APRIL	28	177.68	\$10,282.34
MAY	32	201.97	\$11,688.00
JUNE	28	177.68	\$10,282.34
JULY	27	170.97	\$9,894.03
AUGUST	28	175.13	\$10,134.44
SEPTEMBER	25	157.55	\$9,117.42
OCTOBER	26	161.71	\$9,358.16
NOVEMBER	27	170.97	\$9,894.03
DECEMBER	25	157.55	\$9,117.42
JANUARY	31	191.39	\$11,075.74
FEBRUARY	23	144.13	\$8,340.80
	331	2,084.54	\$120,631.98

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2024/2025			

MARCH	26	164.26	\$9,847.39
APRIL	30	173.89	\$10,424.71
MAY	29	171.55	\$10,284.42
JUNE	20	126.55	\$7,586.67
JULY	27	170.97	\$10,249.65
AUGUST	23	134.50	\$8,063.28
SEPTEMBER	0	0.00	\$0.00
OCTOBER	0	0.00	\$0.00
NOVEMBER	0	0.00	\$0.00
DECEMBER	0	0.00	\$0.00
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	155	941.72	\$56,456.12

Gavilan Canyon Transfer Station:

- Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for August 2023 or August 2024)

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2023/2024			
JUL	1,109.09	\$18,074.24	50
AUG	0.00	\$0.00	0
SEP	975.73	\$16,144.42	45
OCT	932.94	\$15,298.72	47
NOV	895.73	\$14,796.86	42
DEC	857.13	\$14,096.48	42
JAN	985.51	\$16,217.86	48
FEB	804.85	\$13,286.50	38
MAR	835.98	\$13,851.32	38
APR	859.71	\$14,831.11	41
MAY	989.04	\$16,385.89	45
JUN	773.76	\$13,631.39	36
TOTAL	10,019.47	\$166,614.79	472

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2024/2025			
JUL	1,111.64	\$18,849.41	46
AUG	0.00	\$0.00	0

SEP	0.00	\$0.00	0
OCT	0.00	\$0.00	0
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL		1,111.64	\$18,849.41
			46

STREETS

4 WEEK PERIOD - Projects in progress or completed by employees of the Street Department

- **Trimming :**
 - Brush/ Tree Trimming: stump removal : Upper Canyon, Gavilan, Close,
- **Speed Limit, Street Name & Safety Signs:** (“One Call” Marking – Installation - Repair)
 - Signs:
 - Graffiti:
 - Mirror:
- **Road & Right of Way Maintenance:** (Motor Grader - Backhoe Dirt Work)
 - Haul Dirt/ Aggregates/Cold Mix/Millings: Walnut, Sleepy Hollow, Olympia, Main,
 - Jersey Barrier/Orange Barricades: all over village
 - Cut Road In:
 - Shoulder Work/Pick up Debris:
 - Water Dept. Debris Pile: St Vitus/Ebarb,
 - Install Rip Rap:
 - Flood Watch/Debris Removal/Clean Roads: St Vitus, Main,
- **Drainage Issues:** (Ditch Cleaning – Culvert Maintenance – Berm Construction)
 - Clean Ditches/Culverts/Debris Dams: Singing Pines, Alhambra, Canyon, Dan Swearingin, Ridgecrest, Brady Canyon, Ponderosa, Paradise Canyon, St Vitus, Ebarb, Reese,
 - Drainage/Wash Outs: Chelsea, Rooney/Wagner,
 - Repair / Install Berm/Swale/Install Culvert: Otero,
 - Clean/Repair/ Drop Inlet/Debris Dam: village wide
- **Utility Cuts:**(Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)
 - Haul Millings:
 - Fix Sunken Street Cuts: Sudderth,
 - Street Cuts:
 - Cold Mix fills: Canyon, College, 2nd, South, Ebarb,
- **Sweeping Streets:**
 - Swept: Village wide, Main, Wingfield Parking lot, Highway 70 to Close Road, Reese,
- **Blade Work / Blade Patching:** Repairing Dirt Roads/ Hot Mix Patching

- Blade Work/Gravel/Base Course/Millings: River Trial, South Oak, Huckleberry, Yule, Wilshire, Kingwood, Johnson,
- Blade Patching:
- Driveway Apron/Driveway Plow Damage:
- Cold Mix/Millings on Road:
- Making Cold Mix: Cold Mix Made
- Road/Parking Lot Prep/Repair: Paradise Canyon,
- **Pot Hole Patching:**
 - Innsbrook Village, Metz, White Mountain Meadows, LL Davis/ Racquet, Rio Arriba, Juniper/Ash, Brady, Larch, South Oak,
- **COOP Project:**
 - Pave:
 - Clean Ditches:
 - Sweep:
- **Snow/Ice/Plowing**
- **Assisting Other V.O.R. Departments/ Entities:**
 - Debris Removal Village Wide
- **Over the Street Banners:**
 - Lions Club
- **Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair:**
 - Repair/Install/Reflectors/Delineators:
 - Bridge Clearing: Main, North Grindstone, McDaniel
 - Install Flashing Lights:
 - Guardrail Maintenance:
 - Cones/Barricades: All over Village
- **Paving/Chip Sealing/Fog Seal:**
 - Pave:
 - Chip Seal:
 - Fog Seal:
- **Stripe Public Parking Lots & Streets & Curbs**
 - Curbs:
- **Street Department News:**
 - Water Rescue Training
 - Clean & Maintenance Equip. & Trucks
 - Heavy Equipment Operators: Open
 - Maintenance Worker I: Open
- **Driveway Permits:**
 - Driveway Permits: Leon Farrar, Dan Swearingin
 - Red Tag Driveways:
- **General Street Repair and Drainage Work Orders:** The goal is to keep these issues moving in a timely manner

Future / Ongoing: Assignments and Projects are as follows:

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

WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Water Crew

2" Main line leaks-12
3" main line leaks-1
3/4" leaks-3
1" leaks-2
New service taps-2
12" leaks-1

Sewer Crew

Rodded 10240 feet-
190 feet- Service lines
10050 feet- Main lines

Blockages- 13
Customer-2
VOR-11

Repairs-4
Lines-2
Manhole-2

Dye test-0
Sewer Taps-1

Clean out liftstations-8

Meter Crew

Prv's and meter maintenance- 20
Leaks- 201
Work order's- 188
Shut off's – 0

WATER PRODUCTION

Top priorities for Water Production – Tank Restoration Phase 1, Upper Canyon Diversion Project, Two Rivers rehabilitation, Alto & Grindstone Dam inspection, and Sanitary Survey inspection.

- **Working with NMED to help remove the remainder of the Precautionary Water Advisory Notice.**
- **Eagle Creek Diversion** – Diverting – **0 gpm** into Alto Reservoir (it depends on the ntu's).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at 28.2 cfs)
- **Grindstone Reservoir level Elevation** – **6895.7 – 23.87' (from spillway).**
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF1, NF3, Green Well, River Well & A-1, A-2, Apple Orchard, S-3 (Middle Gavilan), Fault, and Brown Well.
- **A-2 Well** – New pole and electrical service is completed, waiting on Otero Electric.
- **Alto Lake Dam** - Alternative analysis evaluation and design scope - AECOM is working on a cost proposal.
- **Grindstone (1MM) Tank Demo Project** – Completed on 8/26/24.

- **Little D Tank** – Is currently being drained (7.54’).
- **Little D Tank Rehabilitation Project** – Project will start on 9/9/24.
- **Back Wash Tank – 21.75’**
- **Grindstone Lake Temp – 70.0 °F.**
- **Grindstone Dam Concrete & North Crest Repair Project** – Project is closed out.

Plant #4

- Grindstone Tank level (3 million) = **47.81’ / 51.9’ (Overflow)** (08/27/24).
- Raw Water = **544,000 gallons** (08/26/24).
- Water produced = **531,000 gallons** (08/26/24).
- Completed monthly fire extinguisher inspections at plant 4 on 08/24.
- Performed yard maintenance and plant cleanup.

Plant #3

- West Alto Tank level (5 million each) = **55.3’ / 57.2’ (Overflow)** (08/27/24).
- East Alto Tank level (5 million each) = **55.2’ / 57.2’ (Overflow)** (08/27/24).
- Water production – **1,209,000 gallons** (08/26/24).
- Raw water to plant – **1,240,000 gallons** (08/26/24).
- Completed monthly fire extinguisher inspections at plant 3 on 08/24.
- Plant 3 Lab is completed and being utilized by Plant 3 operators.
- Zeta Potential Analyzer training was held at plant 3 lab on 8/14/24.
- Water Plant Operators are running Zeta Potential Analysis daily.
- Plant 3 Lab – Mountain Electric will be installing internet at the lab.
- Eagle Creek flow to Plant 3 is off due to the current rain events.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 08/24.
- Monitoring PRV’s daily and repairing as needed.
- New PRV at Little D Tank is installed and is in service.
- Poured concrete slab and building a new vault for Little D PRV.
- A-2 Well – Electrical is completed, waiting on Otero Electric.
- Jack Johnson’s crew extended the culverts in the driveway at Little D.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for August.
- Completed May TOC samples for plant 3 & 4.
- Completed SUVA samples for July.
- Submitted MOR and TOC to NMED on 08/06/2024.
- Submitted Stage 2 DBP’s to NMED on 08/06/2024.
- Submitted Seepage data to NMOSE- DSB on 08/07/2024.
- Submitted revised SOW for Alto DAM alternative analysis evaluation and design scope to NMOSE-DSB on 08/15/2024.

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 2.

To: Mayor Crawford and Councilors

Presenter(s): Francisco Sanchez, New Mexico Department of Transportation District 2 Engineer

Meeting Date: September 10, 2024

Re: Update on NM HWY 532 (Ski Run Road) - Francisco Sanchez, New Mexico Department of Transportation District 2 Engineer.

Item Summary:

Update on NM HWY 532 (Ski Run Road) - Francisco Sanchez, New Mexico Department of Transportation District 2 Engineer.

Financial Impact:

None

Item Discussion:

Update on NM HWY 532 (Ski Run Road)

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 3.

To: Mayor Crawford and Councilors

Presenter(s): Robert "Bobby" Simpson, Code Enforcement/Animal Control Officer

Meeting Date: September 10, 2024

Re: Clean and Lien Update - Robert "Bobby" Simpson, Code Enforcement/Animal Control Officer

Item Summary:

Clean and Lien Update - Robert "Bobby" Simpson, Code Enforcement/Animal Control Officer

Financial Impact:

None

Item Discussion:

Clean and Lien Update

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 4.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Village Manager
Alex Koenig, Community Development Director

Meeting Date: September 10, 2024

Re: Update on Village of Ruidoso Permitting, Building Inspections and Plan Review.

Item Summary:

Update on Village of Ruidoso Permitting, Building Inspections and Plan Review.

Financial Impact:

None

Item Discussion:

Update on Village of Ruidoso Permitting, Building Inspections and Plan Review.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 1.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

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

Item Summary:

Discussion and Possible Action 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 Approve 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						Total	Amount	Phases?
					to date	2026	2027	2028	2029	2030	Project Cost	Not Yet Funded	
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 & Wayfinding 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
34209	2029	002	Eagle Creek Well Field Improvements	Water - Water Supply	0	0	0	0	1,500,000	0	1,500,000	1,500,000	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
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

Number of projects:	67												
	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:						Total Not Yet Funded:
Grand Totals	37,685,064	95,945,528	183,849,744	45,976,036	43,593,000	21,045,000	428,094,400						390,409,312

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 2.

To: Mayor Crawford and Councilors

Presenter(s): Judi Starkovich, Finance Director
Christella Armijo, Water Resource Director
Adam Sanchez, Public Works Director

Meeting Date: September 10, 2024

Re: Discussion on Review of Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.

Item Summary:

Discussion on Review of Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.

Financial Impact:

None at this time.

Item Discussion:

Discussion on Review of Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.

Recommendations:

To Discuss Review of Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.

ATTACHMENTS:

Description

Ordinance 86-31(k) Adjustments to Water Charges

(k) *Adjustments to water charges.*

- (1) The village may adjust the water service charges as billed where all the following conditions are met:
 - a. The amount billed is much higher than the customer is normally billed in a comparable month;
 - b. The customer proves to the satisfaction of the village manager that the reason for the high usage is an extraordinary condition relating to the water pipes on the customer's side of the meter, such as a broken pipe, but not including leaking faucet washers; and
 - c. The customer must repair water leak within 15 days of initial notification by the village or the customer's request for an adjustment to water charges and must provide proof that the condition has been repaired.
- (2) If the customer proves the requirements were met in subsection (k)(1) of this section, the village may provide a discount after documentation that the leak has been fixed (i.e. a paid plumbers bill, etc.). Said discounts would be calculated on the quantity of water used, billed at the lowest commodity charge rate for an average comparable month. For the purposes of this provision, the term "average comparable month" shall mean the same month of the year in the previous three years, or if these months are not comparable by reason of changes in occupancy or other reasons, any other month determined to be comparable by the village manager.
- (3) Adjustments under subsections (k)(1) and (2) of this section shall not be made for consecutive months, nor shall they be made for more than two months in any 12-month period.
- (4) If the customer and the village manager are unable to agree on an adjustment under this subsection, the matter may be appealed to the village council.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 3.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

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

Item Summary:

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

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

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

Regular Items - 4.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Discussion and Possible Action 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 \$237,500.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$250,000.00.

Item Summary:

Discussion and Possible Action 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 \$237,500.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$250,000.00.

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 Approve 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 \$237,500.00; the Village of Ruidoso will Provide a Local Match of \$12,500.00 for a Total Project Cost of \$250,000.00.

ATTACHMENTS:

Description

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 ***\$237,500.00. The Village of Ruidoso will provide a local match of \$12,500.00***
The total project cost will be \$250,000.00

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 10th, day of September 2024.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 5.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Discussion and Possible Action 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.

Item Summary:

Discussion and Possible Action 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 Approve 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 10th, day of September 2024.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 6.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Discussion and Possible Action on Award of ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex to Crosstown Construction & Trucking, LLC in the Amount of \$136,093.49 Including NMGRT.

Item Summary:

Discussion and Possible Action on Award of ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex to Crosstown Construction & Trucking, LLC in the Amount of \$136,093.49 Including NMGRT.

Financial Impact:

The total project cost is \$136,093.49 including NMGRT. Funding will be coming out of SGRT Special Revenue Fund's Capital Outlay - Projects line item (202-205-53006) and the Wubit Special Revenue Fund.

Item Discussion:

A bid for ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex was received on August 28, 2024 at 3:00pm.

Chris Philips, P.E. with Riverbend Engineering developed the bid specifications for this procurement.

Legal Ads were placed in the Ruidoso News, Las Cruces Sun News, and the Albuquerque Journal on August 8, 2024. The advertisement was also posted on the Village's website.

Fifteen potential bidders drew down on the ITB from the Village's website.

A non-mandatory pre-bid conference was held on 8/13/2024 at 2:00pm. One potential bidder attended: R. Minnix Construction.

Bid submission deadline was 8/28/2024 at 3:00pm.

Bid opening was held on 8/28/2024 at 3:00pm. In attendance were Manda Nevarez (Crosstown Construction), David Nevarez (Crosstown Construction), Christy Coker (Purchasing Agent), Jaquelyne Pena (Water Resource Specialist), Andrea Nejeeres (Capital Project Coordinator), John Russell (Project Manager), Levi Beaty (Project Manager), and Ashlie Carabajal (Water Resource Manager).

One bid was received: Crosstown Construction & Trucking, LLC at \$125,794.10 before NMGRT.

The company's bid submittal was responsive and responsible.

Recommendations:

To Discuss Award of ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex to Crosstown Construction & Trucking, LLC in the Amount of \$136,093.49 Including NMGRT.

ATTACHMENTS:

Description

Bid Report

Bid Summary

BID REPORT	
Invitation To Bid Title	Waterline Erosion Protection Project at Eagle Creek Sports Complex
ITB Number	2025-001B
Date of Report	08/28/2024
Budgeted Line Item	202-211-53006
Budgeted Amount	\$
Author	Christy Coker, Purchasing Agent
Phone – Email	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the BID process. The Bid Report will be:

- written by the purchasing lead or designee,
- approved by the requesting department,
- signed by the requesting department,
- And become part of the procurement file.

Section 1. ITB SCOPE OF SERVICES

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Waterline Erosion Protection Project at Eagle Creek Sports Complex for the Village of Ruidoso.

Construct a concrete lined drainage ditch, furnish and install a storm drainpipe, construct an energy dissipation basin, construct a short earth lined drainage channel, and other project related construction items. The Contractor shall furnish all materials and labor required for this project.

The Village conducted a single-award ITB. It is anticipated that the award under this ITB will result in a contract that will be completed when the project is complete.

A full description of the scope of work is located in Appendix J of the ITB.

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

Riverbend Engineering developed the bid specifications for this procurement.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 8/08/24.

Fifteen (15) contractors drew down on the ITB from the Village of Ruidoso website.

A non-mandatory pre-bid conference was held on 8/13/24 at 2:00 PM at Village Hall, Council Chambers 313 Cree Meadows, Ruidoso, NM and a site visit followed. It was attended by one (1) potential bidder: R. Minnix Construction.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: R. Minnix Construction Inc.

One (1) addendum was issued for answering questions, adding the Pre-Bid Sign-in sheet Engineers Estimate and Wage Decision.

Bid Submission Deadline was 8/28/24 at 3:00 pm.

Section 3. SUMMARY OF BID OPENING:

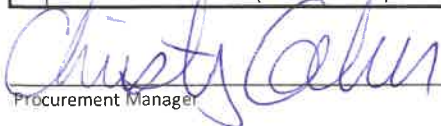
One (1) bid was received:
Crosstown Construction & Trucking, LLC

Crosstown Construction & Trucking, LLC bid submittal was responsive and was within the allocated budget for Waterline Erosion Protection Project at Eagle Creek Sports Complex

Section 6. SUMMARY OF AWARD RECOMMENDATION

Crosstown Construction & Trucking, LLC submittal was very well prepared and met all requirements of this procurement. Recommend the award of ITB 2025-001B for Waterline Erosion Protection Project at Eagle Creek Sports Complex to Crosstown Construction & Trucking, LLC.

ITB #2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex Bid Opening 8/28/24 @ 3:00 PM Local Time				Unit	Estimated Quantity	Bidders Name		Bidders Name	
Bid Schedule						Unit Price	Total	Unit Price	Total
1	Contractor mobilization, traffic control, insurance, porta-potty, postings, layout staking	LS	1	\$15,000.00	\$15,000.00				
2	Temporary access road and staging area, miscellaneous trash & debris removal	LS	1	\$6,500.00	\$6,500.00				
3	Materials testing: soil density and concrete strength, by a licensed testing laboratory	LS	1	\$4,000.00	\$4,000.00				
4	Minor excavation & fill, grading and subgrade prep for concrete inlet apron and channel	SY	110	\$90.91	\$10,000.10				
5	Construct concrete lined channel and inlet apron, 3000 PSI concrete w/AEA	SY	70	\$457.00	\$31,990.00				
6	Construct small abutments for maintenance bridge, 3000 PSI concrete w/rebar & AEA	CY	2	\$500.00	\$1,000.00				
7	Fabricate and install steel maintenance bridge with wood decking	LS	1	\$5,000.00	\$5,000.00				
8	Subgrade prep for channel to pipe transition structure, and for energy dissipation structure	SY	110	\$72.00	\$7,920.00				
9	Construct pipe transition structure and energy dissipator, including formwork, 3000 PSI concrete w/rebar & AEA, complete in place	CY	10	\$1,450.00	\$14,500.00				
10	Trench for 12" pipe running down the slope, compact subgrade	LF	60	\$83.00	\$4,980.00				
11	Furnish & install 12" PVC pipe	LF	60	\$80.00	\$4,800.00				
12	Furnish & install solvent welded fittings and bends for 12" PVC pipe	LS	1	\$800.00	\$800.00				
13	Furnish & install select bedding material around 12" PVC pipe, compact fill	CY	12	\$67.00	\$804.00				
14	Clean fill dirt, furnish & deliver, place over pipe on slope, compact and finish grade	CY	100	\$67.00	\$6,700.00				
15	Class B riprap, furnish & install	CY	5	\$200.00	\$1,000.00				
16	Gravel base course, Type 1, infill for riprap, furnish & install	CY	2	\$500.00	\$1,000.00				
17	Miscellaneous grading, cut & compacted backfill, as directed by the engineer	LS	1	\$3,000.00	\$3,000.00				
18	Seed & mulch all disturbed soil areas, including crimped straw mulch & native grass seed mix	AC	0.4	\$12,000.00	\$4,800.00				
19	Site cleanup, demobilization	LS	1	\$2,000.00	\$2,000.00				
Subtotal						\$125,794.10		\$0.00	
NMGRT (8.1875%)						\$10,299.39		\$0.00	
Total						\$136,093.49		\$0.00	
A	Signed Cover Page of ITB					Pass		Pass/Fail	
B	Appendix B - Letter of Transmittal Form					Pass		Pass/Fail	
C	Appendix C - Cost Response Form					Pass		Pass/Fail	
D	Other Supporting Material (if applicable)							Pass/Fail	
E	Appendix D - Options, Exceptions, or Variations					Pass		Pass/Fail	
F	Appendix E - Affidavit of Non-Collusion					Pass		Pass/Fail	
G	Appendix F - Preference Certification					Pass		Pass/Fail	
H	Appendix G - Compliance with Regulatory Agencies					Pass		Pass/Fail	
I	Appendix H - Certification Regarding Debarment, Suspension, and Other Responsibility Matters					Pass		Pass/Fail	
J	Appendix I - Campaign Contribution Disclosure Form					Pass		Pass/Fail	
K	Appendix K - Bid Bond (5%)					Pass		Pass/Fail	
L	Signed Addendum 1					Pass		Pass/Fail	
N	NM Resident Preference (8% deduction)								
O	NM Veterans Preference (10% deduction)								


Procurement Manager

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 7.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Discussion and Possible Action on Contract for Goods and Services for Waterline Erosion Protection Project at Eagle Creek Sports Complex with Crosstown Construction & Trucking, LLC Awarded via Invitation to Bid (ITB) #2025-001B in the Amount of \$136,093.49 Including NMGRT.

Item Summary:

Discussion and Possible Action on Contract for Goods and Services for Waterline Erosion Protection Project at Eagle Creek Sports Complex with Crosstown Construction & Trucking, LLC Awarded via Invitation to Bid (ITB) #2025-001B in the Amount of \$136,093.49 Including NMGRT.

Financial Impact:

The total project cost is \$136,093.49 including NMGRT. The budget for this project will come out of line item 202-205-53006 and the Wubit fund 217.

Item Discussion:

The Village of Ruidoso accepted competitive sealed bids for the Waterline Erosion Protection Project at Eagle Creek Sports Complex.

One (1) bid was received: Crosstown Construction & Trucking, LLC at \$136,093.49 including NMGRT.

The company's bid submittal was responsive and responsible.

Recommendations:

To Approve Contract for Goods and Services for Waterline Erosion Protection Project at Eagle Creek Sports Complex with Crosstown Construction & Trucking, LLC Awarded via Invitation to Bid (ITB) #2025-001B in the Amount of \$136,093.49 Including NMGRT.

ATTACHMENTS:

Description

Contract

CONTRACT FOR GOODS AND SERVICES ITB #2025-001B

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Crosstown Construction & Trucking, LLC, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Purchasing
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343
Email: purchasing@ruidoso-nm.gov

Crosstown Construction & Trucking, LLC
ATTN: David Nevarez
Title: Managing Member
Street: 411 Archuleta Rd
City, State, Zip: Las Cruces, NM 88055
Phone: 575-621-4517
Email: david@crosstownconstructionllc.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the ITB #2025-001B – Waterline Erosion Protection Project at Eagle Creek Sports Complex and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

- C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement shall not be added to the Products and Services Schedule.
- D. "You" and "your" refers to Crosstown Constructions, LLC. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Contractor shall perform the work as outlined in Appendix J and attached hereto and incorporated herein by reference.

3. Compensation.

- A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.
- B. Payment. The total compensation under this Agreement shall not exceed \$136,093.49 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE VILLAGE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Payment & Performance Bonds. The contractor shall furnish a payment Bond equal to 100% of the contract price. The contractor shall furnish a performance bond equal to 100% of the contract price.

4. **Term.**

This agreement shall be effective upon notice of award to the Contractor and until final project closeout, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately 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. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. **Conflict of Interest; Governmental Conduct Act.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
 - 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;
 - 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because
 1. the Contractor is not a councilor;
 2. the Contractor is not a member of a councilor's family;
 3. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
 4. if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial

interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

- 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and
 - 6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.
- C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **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.

11. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. 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.

16. **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.

17. **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.

18. **Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. **Succession.**

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

20. **Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the

Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

25. **Default and Force Majeure.**

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. **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 the prior written approval of the Procuring Agency.

27. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. **Inspection of Plant.**

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

29. **Commercial Warranty.**

RESERVED

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. **Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

David Nevarez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. **Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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 and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

35. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

37. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

38. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

VILLAGE OF RUIDOSO:

Lynn D. Crawford, Mayor

Date

ATTEST:

Jini S. Turri, Village Clerk

**CROSTOWN CONSTRUCTION &
TRUCKING, LLC:**

David Nevarez

David Nevarez, Managing Member

9/3/2024

Date



INVITATION TO BID (ITB)

ITB Name: **Waterline Erosion Protection Project at Eagle Creek Sports Complex**

ITB Number: **2025-001B**

Bids Due No Later Than:

Date: **August 28th, 2024**

Time: **3:00 pm local time**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**

To occur immediately following due date/time

If you have questions regarding this ITB please contact:

Procurement Manager

Telephone No.: **575-258-4343**

Email: purchasing@ruidoso-nm.gov

Return Bid To:

Village of Ruidoso

Purchasing Department

313 Cree Meadows Drive

Ruidoso, NM 88345

Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):

Company Name: Crosstown Construction & Trucking, LLC Address: 411 Archuleta Road

DBA (if applicable): _____ Las Cruces, NM 88005

Co. Email: david@crosstownconstructionlc.com Co. Phone No. 575-523-6101

NM Gross Receipts Tax # (CRS): 03-612468-00-0 Federal Tax ID #: 92-2181916

Payment terms: Accepted (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Authorized Signature:  Print or Type Name: David Nevaroz

Signatory Email: david@crosstownconstructionlc.com Phone No.: 575-621-4517

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder’s name and address, the bid number, title, and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

NOTE: If you decide not to bid, do not return this document.

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB#: 2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex

Bidder Name: Crosstown Construction & Trucking, LLC FED ID#: 92-2181916

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. **Identity (Name) and Mailing Address** of the submitting organization:

Crosstown Construction & Trucking, LLC
411 Archuleta Rd
Las Cruces, NM 88005

2. For the person authorized by the organization to contractually obligate on behalf of this Bid:

Name: David Nevarez
Title: Managing Member
E-Mail Address: david@crosstownconstructionlc.com Telephone Number: 575-621-4517

3. For the person authorized by the organization to negotiate on behalf of this Bid:

Name: David Nevarez
Title: Managing Member
E-Mail Address: david@crosstownconstructinonlc.com Telephone Number: 575-621-4517

4. For the person authorized by the organization to clarify/respond to queries regarding this Bid:

Name: David Nevarez
Title: Managing Member
E-Mail Address: david@crosstowncnstructionlc.com Telephone Number: 575-621-4517

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR

WORK TO BE DONE

(If no subcontractors are to be used, put "N/A")

N/A

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract (if any.)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # 1 Dated: 8-16-2024 Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____



Authorized Signature

8/28/24

Date

(Must be signed by the person identified in item #2, above.)

Pre-Bid Meeting Agenda
August 13th, 2024
Waterline Erosion Protection Project
At the Eagle Creek Sports Complex

Introductions (VOR)

- Christy Coker, Purchasing Agent (purchasing@ruidoso-nm.gov)
- Jacqueline Pena, Project Manager (JaquelynePena@ruidoso-nm.gov)
- Chris Phillips, P.E., Riverbend Engineering (cphilips@riverrestoration.com)
- Ask attendees to introduce themselves, and the company they represent. Ask attendees to complete the sign-in sheet.

General Description of the Project (Riverbend)

- Construct a new stormwater conveyance from the ballfield area down to Eagle Creek.
- Protect a major water line from erosion damage.

Bidding Requirements (VOR)

- Time and date of bid opening, manner in which bids must be submitted (see ITB).
- What documents are available on the Village's website.
 - Public notice (advertisement)
 - Invitation to Bid #2024-001B
 - Drawings for ITB
- Review the ITB carefully to see the list of documents that need to be provided with the bid offering.
- Notes: Bonds are required for this project; Prebid meeting is not mandatory; in-state contractor preference is in effect. The Village wants to encourage qualified contractors to bid on this project.

Project Schedule (VOR)

- See dates in ITB.

Bidding Considerations (Riverbend)

- The work must be completed before 11/1/24, in order for the Village to accommodate potential snow-making operations of the site's winter lease.
- SWPPP implementation and permit only required if disturbance area exceeds minimum threshold.

Roles and Responsibilities (VOR + Riverbend)

- Roles of the Contractor, the Owner, and the Engineer, Key Contacts.
- Surveying – layout staking, and as-built drawings do not need to be completed by a professional surveyor.
- Testing lab required for concrete materials verification.

Other Questions?

Drive to site and walk the project work area. Review staging and access constraints.

Make sure everyone has signed in

Date: August 16, 2024

Ref: ITB# 2025-001B Waterline Erosion Protection Project at Eagle Creek Sports Complex

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the ITB documents for the above referenced project.

***Questions Submitted on August 14, 2024:**

- Q1. Are there any boring samples already done?
A1. No, no subsurface investigations have been completed. It is unlikely that bedrock will be encountered, given that the ballfields are essentially all constructed of fill soil.
- Q2. Can we add a drawing scale to the plans?
A2. The layout drawings provided include dimensions for the contractor to use during construction. Should a scale bar be needed, that can be added to the drawing before construction begins.

Clarifications/Additions/Changes:

1. Engineers estimate is between \$63,450.00 and \$77,550.00.
2. Wage Decision attached.

***Attached below is the Pre-Bid/Proposal Meeting Agenda followed by the Attendees List.**

***All questions must be submitted in writing. Reminder, the last day for written questions is 08/21/2024 at 5:00 PM local time**

The above clarification/adjustments shall be incorporated in the ITB documents and included in your bid. Please enter the latest addendum number on the bid page where requested.

All other terms and conditions of ITB #2025-001B remain unchanged.

Please sign and return by E-Mail (See Below)

Crosstown Construction & Trucking, LLC

Company

David Nevarez

Signature

8/28/2024

Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Page 1

ITB #2025-001B - Addendum #1

**ITB #2025-001B Waterline Erosion Protection Project
at Eagle Creek Sports Complex, Pre-Bid Conference
SIGN IN SHEET**

DATE: 08/13/2024

TIME: 3:00 PM @ Village Hall Council Chambers

Name	Department	Phone #	Email
Christy Cohen	Purchasing	575-258-4343	purchasing@ruidoso-nm.gov
Chris Phillips	Riverbend Engineering	505-344-3315	cphilips@riverrestoration.com
Levi Beauty	Purchasing	575-973-3223	levibeauty@ruidoso-nm.gov
Rogelio Minnix	Reminix Const Inc.	575-937-3311	Rogeliominnix@gmail.com
Tiquelene Peña	Water Resource	575-258-4343	tiquelenepeña@ruidoso-nm.gov
ANDREA NESEDES	FINANCE	575-258-4343	Capitalprojects@ruidoso-nm.gov
MARCE GUTIERREZ	FINASCC	575-258-4343	MARCE GUTIERREZ@ruidoso-nm.gov
John Russell	FINANCE	575-937-1846	John.Russell@ruidoso-nm.gov
Ashlie Carabajal	Water Resource	575-973-8977	ashliecarabajal@ruidoso-nm.gov



TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2024

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.89
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter/Lather	29.11	12.79
Carpenter- Los Alamos county	33.18	13.58
Cement Mason	19.34	7.41
Drywall Finisher/Taper	26.40	8.86
Glazier/Fabricator	21.75	7.10
Ironworker Journeyman	28.49	18.71
Probationary Ironworker	22.79	18.71
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	40.74	15.90
Electricians- Outside Classifications: Zone 1		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10
Cable Splicer	48.87	20.22
Electricians-Outside Classifications: Zone 2		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10

Cable Splicer	48.87	20.22
Electricians-Outside Classifications: Los Alamos county		
Ground man	27.07	12.81
Equipment Operator	38.85	17.17
Lineman/technician	48.95	20.24
Journeyman technician	45.70	19.42
Cable Splicer	53.75	21.44
Laborers		
Group I – unskilled	16.60	7.30
Group II – semiskilled	17.60	7.30
Group III – skilled	18.10	7.30
Group IV – specialty	18.60	7.30
Operators		
Group I	22.42	6.79
Group II	23.50	6.79
Group III	23.61	6.79
Group IV	24.09	6.79
Group V	24.21	6.79
Group VI	24.43	6.79
Group VII	24.62	6.79
Group VIII	25.33	6.79
Group IX	33.56	6.79
Group X	37.43	6.79
Soft Floor Layers	21.00	9.20
Truck Drivers		
Group I-IX	19.75	9.15

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

APPENDIX C – COST RESPONSE FORM

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to construct the Waterline Erosion Protection Project at Eagle Creek Sports Complex in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Description	Estimated Quantity	Unit	Unit Price	Total
1	Contractor mobilization, traffic control, insurance, porta-potty, postings, layout staking	1	LS	15,000.00	15,000.00
2	Temporary access road and staging area, miscellaneous trash & debris removals	1	LS	6,500.00	6,500.00
3	Materials testing: soil density and concrete strength, by a licensed testing laboratory	1	LS	4,000.00	4,000.00
4	Minor excavation & fill, grading and subgrade prep for concrete inlet apron and channel	110	SY	10,000.00 90.91	10,000.00
5	Construct concrete lined channel and inlet apron, 3000 PSI concrete w/AEA	70	SY	457.00	31,990.00
6	Construct small abutments for maintenance bridge, 3000 PSI concrete w/rebar & AEA	2	CY	500.00	1,000.00
7	Fabricate and install steel maintenance bridge with wood decking	1	LS	5,000.00	5,000.00
8	Subgrade prep for channel to pipe transition structure, and for energy dissipation structure	110	SY	72.00	7,920.00
9	Construct pipe transition structure and energy dissipator, including formwork, 3000 PSI	10	CY	1,450.00	14,500.00
10	Trench for 12" pipe running down the slope, compact subgrade	60	LF	83.00	4,980.00
11	Furnish & install 12" PVC pipe	60	LF	80.00	4,800.00
12	Furnish & install solvent welded fittings and bends for 12" PVC pipe	1	LS	800.00	800.00
13	Furnish & install select bedding material around 12" PVC pipe, compact fill	12	CY	67.00	804.00
14	Clean fill dirt, furnish & deliver, place over pipe on slope, compact and finish grade	100	CY	67.00	6,700.00
15	Class B riprap, furnish & install	5	CY	200.00	1,000.00
16	Gravel base course, Type 1, infill for riprap, furnish & install	2	CY	500.00	1,000.00
17	Miscellaneous grading, cut & compacted backfill, as directed by the engineer	1	LS	3,000.00	3,000.00
18	Seed & mulch all disturbed soil areas, including crimped straw mulch & native grass seed mix	.4	AC	12,000.00	4,800.00
19	Site Cleanup, demobilization	1	LS	2,000.00	2,000.00
Total					\$125,794.00

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2025-001B" and include with bid.

THERE **ARE NO** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.



Signature

David Nevarez

Managing Member

Printed Name and Title

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the Managing Member (title) of Crosstown Construction & Trucking, LLC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.



Authorized Signature

8/28/24

Date

David Nevarez

Printed Name

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

Crosstown Construction & Trucking, LLC (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

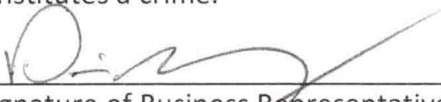
- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."



(Signature of Business Representative) *

8/28/24

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **CROSTOWN CONSTRUCTION &
TRUCKING LLC**

DBA: **CROSTOWN CONSTRUCTION & TRUCKING
LLC
411 ARCHULETA RD
LAS CRUCES, NM 88005-4108**

Expires: **12-Jun-2026**

Certificate Number:

L1262582896



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? Yes No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? Yes No

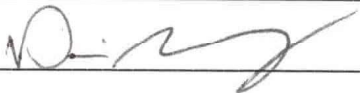
If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? Yes No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name David Nevarez Title Managing Member

Signature  Date 8/28/24

APPENDIX H- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this bid been convicted of all has 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) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

David Nevarez Managing Member

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

8/28/24

Date

APPENDIX I- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 Bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

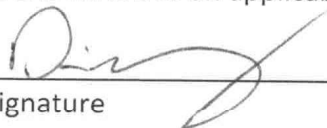
Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

8/28/21

Date

Managing Member
Title (Position)

APPENDIX J – SCOPE OF WORK

The scope of this project is broadly described as follows:

Construct a concrete lined drainage ditch, furnish and install a storm drainpipe, construct an energy dissipation basin, construct a short earth lined drainage channel, and other project related construction items. The Contractor shall furnish all materials and labor required for this project.

This project shall be constructed in conformance with the engineering drawings prepared by Riverbend Engineering, titled “Waterline Erosion Protection Project”, dated August 5th, 2024, in conformance with this ITB document, and in conformance with the Technical Specifications attached hereto. This project is being offered as a lump sum, fixed price agreement.

APPENDIX K – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Crosstown Construction and Trucking LLC, hereinafter called the "Principal," as Principal, and Insurors Indemnity Company, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Village," in the sum of five percent (5%) of Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THE ABOVE OBLIGATED IS SUCH THAT, WHEREAS, Principal has submitted a Bid for:

Village of Ruidoso Purchasing 313 Cree Meadows Drive Ruidoso, NM 88345

Waterline Erosion Protection Project at Eagle Creek Sports Complex ITB No. 2025-001, Eagle Creek Sports Complex

NOW, THEREFORE, if the Village shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Village in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS OF WHEREOF, we have hereunto set our hands this 29th day of 2024, 2024.

PRINCIPAL:

SURETY:

Crosstown Construction & Trucking, LLC

Name of firm



Signature

David Navarro

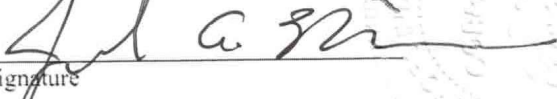
Printed Name



Title

Insurors Indemnity Company

Name of firm



Signature

Joseph A. Menicucci

Printed Name

Attorney-In-Fact

Title

Address For Notices:

225 South Fifth Street

Waco, TX 76701

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-43927-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Joseph A. Menicucci of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

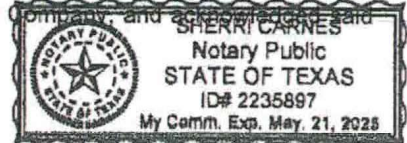
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 29th day of August, 2024.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200

Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200

O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURER B: FEDERATED RESERVE INSURANCE COMPANY		16024
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 134	REVISION NUMBER: 0
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9338892	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP ACC \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9338892	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1871736	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1814618	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE EA EMPLOYEE \$1,000,000 E.L DISEASE POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2025-001B
WATERLINE EROSION PROTECTION PROJECT AT EAGLE CREEK SPORTS COMPLEX
121 SKI RUN RD
RUIDOSO, NM

CERTIFICATE HOLDER VILLAGE OF RUIDOSO 313 CREE MEADOWS DR RUIDOSO, NM 88345-6939	134 0	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 8.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Deputy Police Chief

Meeting Date: September 10, 2024

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

Item Summary:

Discussion and Possible Action 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 Approve 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



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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.



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

- 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;



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

- 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



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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.



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

- 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



Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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



Ruidoso Police Department Standards and Procedures

0-308



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

BODY WORN CAMERAS

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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Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

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.



Ruidoso Police Department Standards and Procedures

0-302



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

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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Ruidoso Police Department Standards and Procedures

0-30



Section -
Chapter -
Article -

Effective Date
Revised Date
Reviewed Date

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

Regular Items - 9.

To: Mayor Crawford and Councilors

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

Meeting Date: September 10, 2024

Re: Discussion and Possible Action on Contract for Services Between the County of Lincoln and the Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County in the Amount of \$15,000.00.

Item Summary:

Discussion and Possible Action on Contract for Services Between the County of Lincoln and the Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County in the Amount of \$15,000.00.

Financial Impact:

The Village will receive \$15,000 from the County of Lincoln for the provision of library services.

Item Discussion:

This contract stipulates that the Ruidoso Public Library will provide library services to all citizens of the County of Lincoln. In consideration for the services to be provided hereunder, the County of Lincoln to provide a total of \$15,000 paid in two semi-annual payments. The Village of Ruidoso agrees that it will be responsible for all facets of the library services stipulated in the contract and will provide semi-annual report of services at the time the payments are requested. The term of the contract is for the 2024-2025 state fiscal year.

Recommendations:

To Approve Contract for Services Between the County of Lincoln and the Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County in the Amount of \$15,000.00.

ATTACHMENTS:

Description

Contract for Services Between the County of Lincoln and Village of Ruidoso

**CONTRACT FOR SERVICES BETWEEN
THE COUNTY OF LINCOLN
AND
VILLAGE OF RUIDOSO**

THIS CONTRACT FOR SERVICES is entered into by and between the County of Lincoln, New Mexico, hereinafter sometimes referred to as the "COUNTY," and Village of Ruidoso.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Lincoln County has determined that Village of Ruidoso performs worthwhile and necessary services for the citizens of Lincoln County by offering library services for all in the vicinity of Ruidoso; and

WHEREAS, Village of Ruidoso has agreed to provide these services to all who are eligible for the program within the boundaries of Lincoln County within program budget; and

WHEREAS, it is in the interest of both parties that the County of Lincoln assist in providing this library access and to acquire these services from the Village of Ruidoso.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to contract for services from Village of Ruidoso, consisting of access to a library in the vicinity of Ruidoso for all citizens in need of such services within the boundaries of Lincoln County.
2. **Consideration.** In consideration for the services to be provided hereunder, COUNTY agrees to provide a total of \$15,000 paid in two semi-annual payments.
3. **Stipulations.** The Village of Ruidoso agrees that it will be responsible for all facets of these services and shall be responsible for providing a semi-annual report of services at the time payments are requested.
4. **Release.** The Village of Ruidoso hereby releases, waives and discharges the County of Lincoln from all liability, for any and all losses of damages, and any claims of damages resulting therefrom, on account of personal injury or property damages resulting while providing library services and expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. **Term.** The term of this Contract for Services shall be for the 2024-2025 state fiscal year, unless otherwise mutually agreed to, in writing, by both parties.

6. **Modification of Agreement.** Any changes to this Contract for Services shall be in writing and agreed to and signed by both parties.

County Manager

Village of Ruidoso

By: Randall Camp By: _____

Date: 8/28/2024 Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 10.

To: Mayor Crawford and Councilors

Presenter(s): Anthony Montes, Community Center Manager
Joe Hardin, Z Trans Manager

Meeting Date: September 10, 2024

Re: Discussion and Possible Action on Contract for Public Transportation with Zia Therapy Center to Provide Public Transportation within the Village of Ruidoso, in the amount of \$72,794.50 for Fiscal Year 2024/2025.

Item Summary:

Discussion and Possible Action on Contract for Public Transportation with Zia Therapy Center to Provide Public Transportation within the Village of Ruidoso, in the amount of \$72,794.50 for Fiscal Year 2024/2025.

Financial Impact:

Currently funds are not budgeted in the Lodgers' Tax Fund. With the decrease in Lodgers' Tax revenues, the budget will have to be cut by \$73,000 in order to pay for expense.

Item Discussion:

Contract to Support Zia Therapy Center's Transportation in the Village of Ruidoso.

Recommendations:

To Approve Contract for Public Transportation with Zia Therapy Center to Provide Public Transportation within the Village of Ruidoso in the Amount of \$72,794.50 for Fiscal Year 2024/2025.

ATTACHMENTS:

Description

Contract for Public Transportation

Funding Commitment for FY 25-26

Village of Ruidoso Certificate of Liability

Route Schedule

Agreement Checklist

CONTRACT FOR PUBLIC TRANSPORTATION

This AGREEMENT is entered into by the VILLAGE OF RUIDOSO, NEW MEXICO and ZIA THERAPY CENTER, INC. (Contractor) located at 900 First Street, Alamogordo, NM 88310.

In consideration of the promises and agreements set forth, the Village of Ruidoso and Contractor agree:

1. **Scope and Description of Services:** Contractor will perform in a timely fashion for the benefit of the Village of Ruidoso the following public transportation service, as described in Exhibit A, on Monday through Friday from the hours of 6:30 a.m. to 5:30 p.m. except listed holidays. The Saturday service is half days, which will resume when we have available drivers. The equipment to be provided by the Contractor will be sufficient to provide the required service. This service is contingent upon the receipt of adequate funds from the State of NM and Driver availability.

Contractor shall at all times maintain vehicles in good mechanical condition in conformity with all applicable safety regulations, and will keep all vehicles in clean condition, subject to inspection by the Village of Ruidoso at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor shall display appropriate signs designating route and/or service area.

2. **Terms of Payment and Services:** The Village of Ruidoso shall pay to contractors for NMDOT 5311 rural transportation, as payment for 5311 services to be performed by Contractor pursuant to this agreement, an estimated compensation of **\$ 72,794.50** for the Administrative and Operating Budgets from October 1, 2024 through September 30, 2025. Contractor shall invoice the Village of Ruidoso monthly for an amount equal to twenty percent (20%) of administrative costs and 50% of operating costs. Terms are net 15 days.

The Village of Ruidoso shall have the option of renewing this agreement for a maximum of three (3) years beyond termination date. Compensation for this extended service shall be at a rate as mutually agreed by the parties, provided the State continues to provide the adequate funds for the program.

3. **Time for Completion of Services:** Term of this Agreement shall be for twelve months, commencing on October 1, 2024 and terminating after the last scheduled run on September 30, 2025.

4. **Contract Documents:** Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement:

Exhibit A – Current Route Schedule

Exhibit B – Certificate of Insurance

5. **Amendments:** Both the Village of Ruidoso and Contractor shall have the option to implement minor route changes upon thirty (30) days written notice to the other party. Service changes, requiring additional compensation will be implemented following written agreement by both parties as to proper compensation to be paid to Contractor. Similarly, both parties shall have the option to reduce service after written agreement by both parties.

With the exception of the above, this Agreement constitutes the entire agreement between the parties. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6. **Reports:** Contractor shall submit quarterly reports to the Village of Ruidoso showing the vehicles used, the passengers carried, the vehicle days and hours of service and miles traveled, total vehicle mileage, revenue collected, maintenance costs, operating and administrative costs as well as costs and operating costs per passenger trip, per vehicle hour and per vehicle mile, as well as passengers per vehicle mile and administrative costs as a percentage of total costs. Reports similar to those currently provided to Contractors grantee will be acceptable. Contractor shall supply the Village of Ruidoso with a copy of its annual audit, within thirty (30) days of acceptance of said audit by the Contractor's Board of Directors.

7. **Agreement:** This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of the Village of Ruidoso and Contractor. Any successor to Contractor's rights under this Agreement must be approved by the Village of Ruidoso. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by the Village of Ruidoso, in writing.

8. **Insurance:** Contractor shall carry and keep in force business auto liability insurance covering the use, maintenance, and operation of its vehicles in amounts not less than the following:

\$5,000,000 combined single limit of liability each occurrence for Bodily Injury Liability, and Property Damage Liability.

Upon execution of this Agreement, Contractor shall present certificates of insurance coverage. Contractor shall have The Village of Ruidoso named as an additional insured on its policies.

Contractor shall assume liability for, and hold harmless The Village of Ruidoso and successors, assigns, officers, directors, employees, and agents from any liabilities, obligations, losses, damages, claims, or costs, incurred by or asserted against the Village of Ruidoso, resulting from any of the following: the failure of Contractor to operate service in conformance with law; the violation by the Contractor of any of the provisions of this Agreement; any act or failure to act by any officer, director, employee or agent of the Contractor; any injury to any person, loss of life, or loss or destruction of property arising out of or relating to operation of the bus services. This does not apply if the loss claimed is

Contract: Village of Ruidoso and Zia Therapy Center caused by the negligence or other act or failure to act of the Village of Ruidoso or its employees, or agents. The Village of Ruidoso will promptly notify Contractor in writing of any claim or liability which the Village believes to be covered under this paragraph.

The Village of Ruidoso shall tender and Contractor shall promptly accept tender of defense in connection with any claim or liability which Contractor has agreed in writing that, based on the face of the claim or liability, the Village of Ruidoso is entitled to indemnification under this paragraph, provided, however, that the Village of Ruidoso shall be kept informed of the status of the proceeding, shall be promptly furnished with copies of all documents filed or served by plaintiffs, and shall be furnished in advance with copies of all documents proposed to be filed or served on its behalf by defense counsel. In the event that the Village believes to be covered under this paragraph, fails to advise the Village in writing that the Contractor agrees that the Village of Ruidoso is entitled to indemnification under this paragraph, based on the face of such claim, the Village of Ruidoso may retain its own counsel and present its own defense in connection with such claim or liability. The Village of Ruidoso, without first obtaining approval of the contractor, shall not settle or compromise any claim, suit, action, or proceeding in respect to which the Contractor has agreed in writing that the Village of Ruidoso is entitled to indemnification under this paragraph. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

9. **Non-collusion:** Contractor warrants and represents that it has not paid nor agreed to pay any bonus, commission, fee, or gratuity to any employee or official of the Village of Ruidoso or to any other Contractor for the purpose of obtaining this Agreement.
10. **Prohibited Interests:** No member, officer, or employee of the Village of Ruidoso or local public body with financial interest or control in this Agreement, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds of it.
11. **Notices:** All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.
12. **Governing Laws:** This Agreement shall be interpreted under and governed by the laws of the State of New Mexico.
13. **Compliance with Laws:** Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of New Mexico and the Village of Ruidoso.
14. **Headings:** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

THE VILLAGE OF RUIDOSO

ZIA THERAPY CENTER, INC.

By _____
Mayor
Village of Ruidoso

Date _____

By Margaret S O'Neill 9-5-2024
Margaret S, (Peggy) O'Neill, CEO Date
Zia Therapy Center, Inc.



DATE: September 4, 2024

TO: Village of Ruidoso

FROM: Margaret S (Peggy) O'Neill MD
Zia Therapy Center, Inc. (Ztrans)

RE: Village of Ruidoso Letter of Financial Commitment for FY 25-26

Zia Therapy Center is requesting a letter of financial commitment from the Village of Ruidoso for the year beginning October 1, 2025 – September 30, 2026 in the amount of \$72,615.87. We ask that this letter be submitted to us on the Village's letterhead as has been in the previous years.

This request is required from NMDOT. This is not an obligation on behalf of the Village of Ruidoso, but your intent to provide funding for transportation services.

In addition to this request, we are sending information on New Mexico match grant funding. This aids municipalities with local match funding specifically for transportation services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USA Insurance Inc. 3310 N White Sands Blvd Alamogordo NM 88310	CONTACT NAME: Patti Stone PHONE (A/C, No, Ext): 575-437-6910 E-MAIL ADDRESS: patti@myusainsurance.net	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Speciality</td> <td></td> </tr> <tr> <td>INSURER B : National Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C : National Fire & Marine</td> <td></td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER E : New Mexico Security Insurance Company (New</td> <td>15349</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Speciality		INSURER B : National Indemnity Company		INSURER C : National Fire & Marine		INSURER D : Liberty Mutual Insurance Company	24074	INSURER E : New Mexico Security Insurance Company (New	15349	INSURER F :
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INSURED Zia Therapy Center Inc. 900 First Street Alamogordo NM 88310	ZIATHER-01														

COVERAGES

CERTIFICATE NUMBER: 1695857174


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional	Y	47SPK26278503	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ 1,000,000
B A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		70APB008967 47RWS26279103	7/1/2024 7/1/2024	7/1/2025 7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		47SUM26279203 72XAB010388	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	64841.116	7/1/2024	7/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Bond		LSF046915	7/6/2024	7/6/2025	Dishonesty 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 501 Sudderth Dr, Ruidoso NM 88345 lease for the Lincoln County Transit per attached form GL10802

CERTIFICATE HOLDER**CANCELLATION**

Village of Ruidoso 313 Cree Meadows Dr Ruidoso NM 88345 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Otero & Lincoln County Public Transit Guide

Route Schedules and Service Information
For Public Transportation

Telephone Number

575-439-4971

www.ztrans@ziatherapy.org

www.ztrans.org

Operated by:
Zia Therapy Center, Inc.
900 First St.
Alamogordo, NM 88310



January 16, 2024

286

INFORMATION

Ztrans utilizes a tracking app called **ETA SPOT** to track our buses in real time. You can access by downloading the app or going to your browser and typing in the link: www.ztranspublic.etaspot.net

The app is called ETA SPOT on both the IOS and Google Play Store



LINKS:

Roadrunner Transit Las Cruces: www.las-cruces.org/1314/RoadRUNNER-Transit

Phone Number: 575-541-2500

SCRTD Las Cruces: www.scrtd.org/

Phone Number: 575-323-1620

Park and Ride: www.dot.nm.gov/travel-information/park-and-ride-bus-shuttle-service/

Call Center 866-551-RIDE (7433) or NM Park & Ride Dispatch: 505-424-1110

City of Alamogordo: <https://ci.alamogordo.nm.us/>

Ruidoso Village: <https://www.ruidoso-nm.gov/>

City of Ruidoso Downs: <https://ruidosodowns.us/>



How to Read Our New Bus Stop Signs

As Shown here:

This is Stop # 2 on the Green Route at
Zia Therapy Center/ First St

Route # and Color

Stop ID #

Ztrans Telephone #



Route 10 / Ruta 10 *Alamogordo Main*

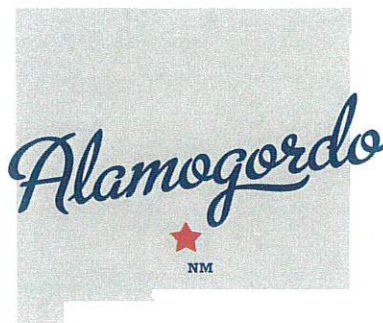
Service from 1st, 10th, Indian Wells, Scenic, White Sands

Service Hours/Horas de Servicio 7:00am—6:00pm (Mon thru Fri)
9:00am—3:00pm (Saturday)

TIME STOP

POINT # STOP LOCATION

- :00** 1. 1st / Delaware (Transfer to 30)
- 2. 1st / Zia Therapy
- 3. 1st / Headstart
- 4. 1st / Las Ventanas
- 5. 1st / Azotea
- 6. Scenic / Abbott
- 7. 10th / Hendrix
- :10** 8. 10th / Cedar
- 9. 10th / Adams St
- 10. 10th / Jefferson
- 11. 10th / Puerto Rico
- 12. 10th / Lowes Grocery
- 13. 12th / White Sands
- 14. 16th / Whites Sands
- :20** 15. Indian Wells / NMSBVI
- 16. Indian Wells / Cuba
- 17. Indian Wells / Academy of Ballet
- 18. Indian Wells / Arizona
- 19. Indian Wells / Juniper
- 20. NMSU-A
- :30** 21. GCRMC
- 22. N. Scenic / Plateau Espresso
- 23. N. Scenic / Rosewood
- :40** 24. Texaco Service Center (Transfer to 50)
- 25. Fairgrounds Rd / Aero Lp
- 26. N. Florida / Canal
- 27. Indian Wells / Across from NMSBVI
- :50** 28. White Sands / 14th
- 29. White Sands / Walgreens



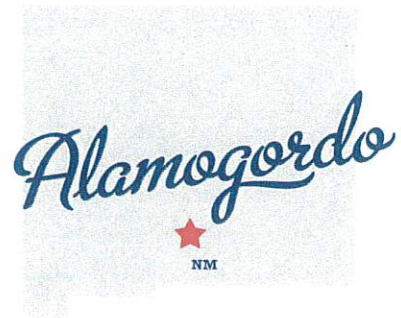
* Designed by TownMapsUSA.com

Route 20 / Ruta 20 *Alamogordo Reverse*

Service from Scenic, Indian Wells, 10th, 1st, White Sands

Service Hours/Horas de Servicio 7:00am—6:00pm (Mon thru Fri)

TIME POINT	STOP #	STOP LOCATION
:00	1.	GCRMC
	2.	NMSU-A
	3.	Indian Wells / Wellness Center
	4.	Indian Wells / W/C Rental
	5.	Indian Wells / Hawaii
	6.	Indian Wells / Across from NMSBVI
	7.	White Sands / 14th St
:10	8.	10th / Virginia
	9.	10th / Puerto Rico
	10.	10th / Dave's Guns
	11.	10th / Fillmore
	12.	10th / Cedar
	13.	Scenic / Abbott
:20	14.	1st / Crews
	15.	1st / Avenida Amigos
	16.	1st / Cuba
:30	17.	1st / Delaware (Transfer to 30)
	18.	White Sands / 4th
	19.	White Sands / La Hacienda
	20.	White Sands / 12th
	21.	White Sands / 16th
	22.	Indian Wells / NMSBVI
:40	23.	N. Florida / Canal
	24.	Aero Lp / Fairgrounds Rd
	25.	Texico Service Center (Transfer to 50)
:50	26.	N. Scenic / Rosewood
	27.	N. Scenic / Medical Center



© Designed by TownMapsUSA.com

Route 30 / Ruta 30 *Alamo to Holloman AFB*

Service from S. Florida, HWY 70 W, Holloman AFB

Service Hours/Horas de Servicio **6:00am—5:00pm (Mon thru Fri)**
9:00am—3:00pm (Saturday)

TIME POINT	STOP #	STOP LOCATION
:00	1.	1st / Delaware (Transfer to 10 and 20)
	2.	S. Florida / W.S Community
	3.	Panorama / Taco Bell
	4.	Hwy 54 S. / Ben Archer
:10	5.	Walker Rd / Wright Ave
	6.	Walker Rd / Lindberg
	7.	Walker Rd / Mescalero
	8.	Hwy 70 W / Amber Skies
:15	9.	HAFB / Welcome Center
	10.	1st St / Medical Clinic
	11.	Shoppette
	12.	2nd / Idaho
:25	13.	Base Exchange
	14.	Billeting Office
	15.	Hwy 70 E / Sierra Vista
:40	16.	Walker Rd / Wright Ave
	17.	Walker Rd / Lindberg
	18.	Walker Rd / Mescalero
	19.	Hwy 70 E / Town and Country
:50	20.	Hwy 54 S / Ben Archer
	21.	Hwy 54 N / 3 Flowers
	22.	Panorama / Johnny Carino's
	23.	S. Florida / COPE



Route 40 / Ruta 40 Alamogordo—Las Cruces

Service from Alamogordo to Las Cruces with stops at both Medical Centers, Mesilla Valley Mall, and NMSU

Service Hours/ Horas de Servicio Departing from 1st and Delaware

@ 6:00am, 11:00 am, and 4 pm Mon thru Fri (CTP) Central Transfer Point (CIO) Call in Only

STOP

#	STOP LOCATION	DEPARTURE TIMES		
1.	1st / Delaware (CTP)	6:00 am	11:00 am	4:00 pm
2.	HAFB / Welcome Center			
3.	Organ Community Center	6:55 am	11:55 pm	4:55 pm
4.	Hwy 70 W / Braham			
5.	Hwy 70 W / Weisner			
6.	Hwy 70 W / Holman/Dunn			
7.	Dona Ana Community College	7:12 am	12:12 pm	5:12 pm
8.	Lohman / Mt. View Medical Center			
9.	Mesilla Valley Mall	7:25 am	12:25 pm	5:25 pm
10.	Telshor / Memorial Medical Center			
11.	University / Triviz	7:35 am	12:35 pm	5:35 pm
12.	University / Jordan			
13.	University / Espina			
14.	Lohman / Alameda (MVITT)	7:45 am	12:45 pm	5:45 pm
15.	Hwy 70 E / Holman/Dunn			
16.	Hwy 70 E / Weisner			
17.	Hwy 70 E / Braham	8:08 am	1:08 pm	6:08 pm
18.	Organ Community Center (CIO)			
19.	HAFB / Welcome Center			

Route 50 *Outbound* / Ruta 50 *Saliente*

Alamogordo to Inn of Mt. Gods through Mescalero

Service Hours/ Horas de Servicio: Departing from Texaco Service Center every :

90 min from 6:00am—4:30 pm (Mon –Fri)

Transfer to 10 and 20 at Texaco

9:00am & 12:00pm (Sat)

STOP #	STOP LOCATION	DEPARTURE TIMES							
1.	N White Sands / Texaco	6:00	7:30	9:00	10:30	12:00	1:30	3:00	4:30
2.	Hwy 54 N / Eileen Acres								
3.	Hwy 54 N / Alamosa	6:15	7:45	9:15	10:45	12:15	1:45	3:15	4:45
4.	Hwy 54 N / Hughes Feed Store								
5.	St. Francis / Higuera St								
6.	St. Francis / Cedro								
7.	Central Ave / Subway								
8.	Central Ave / 1st National Bank								
9.	Central Ave / Bookout Rd	6:25	7:55	9:25	10:55	12:25	1:55	3:25	4:55
10.	Central Ave / Cherry Ave								
11.	Hwy 70 E / Bent								
12.	Hwy 70 E / Blazers Mill								
13.	Old Rd / Pinto								
14.	Old Rd / Mesquite								
15.	Mescalero / Yucca Dr	6:45	8:15	9:45	11:15	12:45	2:15	3:45	5:15
16.	Mescalero / Maple Dr								
17.	Mescalero / Gallerito Flats								
18.	Mescalero / Broken Arrow								
19.	Mescalero Tribal Store	6:50	8:20	9:50	11:20	12:50	2:20	3:50	5:20
20.	Eagle Drive / Elderly Center								
21.	Sage Ave / Hospital								
22.	White Mt / Goat Canyon								
23.	White Mt / Goat Summit								
24.	White Mt / Botello								
25.	White Mt / Penn Scott Dr	7:10	8:40	10:10	11:40	1:10	2:40	4:10	5:40
26.	White Mt / Carrizo Tr								
27.	White Mt / Palmer Lp								
28.	Inn of Mountain Gods								

Route 50 *Inbound* / Ruta 50 *Intrante*

Inn of the Mt. Gods through Mescalero to Alamogordo

Service Hours/ Horas de Servicio: Departing from Inn of the Mt. Gods every :

90 min from 7:30am—6:00pm (Mon–Fri)

Transfer to 10 and 20 at Texaco

10:30am & 1:30pm (Sat)

STOP

#	STOP LOCATION	DEPARTURE TIMES							
		7:30	9:00	10:30	12:00	1:30	3:00	4:30	6:00
28.	Inn of Mountain Gods	7:30	9:00	10:30	12:00	1:30	3:00	4:30	6:00
29.	White Mt / Palmer Lp								
30.	White Mt / Carrizo Tr.								
31.	White Mt / Penn Scott Dr								
32.	White Mt / Botello Dr								
33.	White Mt / Goat Summit	7:45	9:15	10:45	12:15	1:45	3:15	4:45	6:15
34.	Hwy 70 W / Goat Canyon								
35.	Sage Ave / Hospital								
36.	Eagle Dr / Elderly Center								
37.	Tribal Store	8:00	9:30	11:00	12:30	2:00	3:30	5:00	6:30
38.	Mescalero / Broken Arrow								
39.	Mescalero / Gallerito Flats								
40.	Mescalero / Maple Dr								
41.	Mescalero / Yucca Dr								
42.	Old Rd / Pinto Dr	8:05	9:35	11:05	12:35	2:05	3:35	5:05	6:35
43.	Old Rd / Mesquite								
44.	Hwy 70 W / Bent								
45.	Central Ave W / Cherry Ave								
46.	Central Ave W / Family Dollar								
47.	Central Ave W / Medical Center								
48.	St Francis St / Cedro								
49.	St Francis St / Tulie Freeze	8:25	9:55	11:25	12:55	2:25	3:55	5:25	6:55
50.	Hwy 54 S / Hughes Feed Store								
51.	Hwy 54 S / Alamosa								
52.	Hwy 54 S / Eileen Acres								
53.	N White Sands / Texaco								



Route 60 / Ruta 60

Village of Ruidoso and Inn of Mtn Gods

Service from Big 5, Sudderth, Mechem, IMG, Hwy 70 E

Service Hours/Horas de Servicio 6:00am—6:00pm (Mon thru Fri)

9:00 am—3:00pm (Sat)

TIME POINT	STOP #	STOP LOCATION
:00	1.	Big 5 / Hwy 70 E (Transfer to 70)
	2.	Sherwin Williams
	3.	LCMC
	4.	Sudderth / Community Center
	5.	Ruidoso Chamber of Commerce
:07	6.	Sudderth / N. Evergreen
	7.	Sudderth / Whitlock Rd
	8.	Sudderth / Country Club Rd
	9.	Sudderth / Center St
:11	10.	Sudderth / Schlotzskys
	11.	Mechem / Lowes
	12.	Mechem / Rainbow St
	13.	Mechem / Bonanza Dr
:18	14.	Mechem / White Mtn Rd
:24	15.	Mechem / Family Dollar
	16.	Mechem / Grove (CYFD) (CIO)
	17.	Sudderth / 1st St
	18.	Sudderth / Donnie's Pit Stop Grill
	19.	Sudderth / Center St
	20.	Sudderth / Butler Circle
:31	21.	Sudderth / Park St
	22.	Evergreen Rd / Carrizo Canyon Rd
:41	23.	Inn of Mountain Gods
:50	24.	Hwy 70 E / Travel Center
	25.	Hwy 70 E / Twin Spruce RV

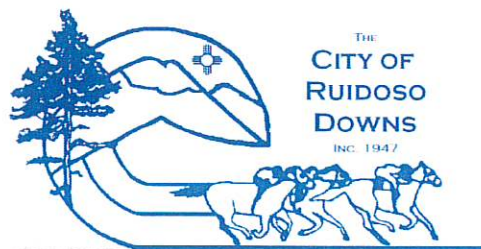
Route 70 / Ruta 70 City of Ruidoso Downs

Service for Hwy 70, Walmart and through Ruidoso Downs

Service Hours/Horas de Servicio 6:00am—6:00pm (Mon thru Fri)

9:00am—3:00pm (Sat)

TIME	STOP
POINT	# STOP LOCATION
:00 / :30	1. Hwy 70 E / Big 5
	2. Hwy 70 E / Days Inn
:03 / :33	3. Wal-Mart
	4. Hwy 70 E / Dipalo Dr
	5. Hwy 70 E / Post Office
	6. Hwy 70 E / Griffith Rd
:09 / :39	7. Hwy 70 E / Lazy Day RV Park
:10 / :40	8. Hwy 70 E / Lotsa Stuff
	9. Hwy 70 W / Cherokee St
	10. Hwy 70 W / Parker (ISD)
:15 / :45	11. Hwy 70 W / All American Park
	12. Hwy 70 W / Museum of the Horse
:20 / :50	13. Ruidoso Downs Racetrack
	14. Hwy 70 W / Miller Waldrop



Z-Trans Bus Rules

1. Drivers have the right to refuse service to anyone at anytime.
2. Do not interfere with the bus driver while the bus is in motion. You can be banned from riding.
3. Seat belts are required by State Law to be worn at all times if installed.
4. Bus drivers will only pick up and drop off at bus stops unless authorized by management.
5. Absolutely no standing, walking or sitting in the aisle while the bus is in motion.
6. You must have A PUNCH PASS OR EXACT CHANGE ONLY when boarding.
7. No shoes, No shirt, no service.
8. You are allowed to carry only 4 bags on the bus.
9. Children must be removed from strollers and the stroller must fit between the seat and the customer. Non-collapsible strollers are prohibited.
10. No child under the age of 12 will be allowed on the bus unless accompanied by an adult.
11. Car seats are allowed as long as they follow FTA and State regulations.
12. Disruptive behavior or language is forbidden and will result in immediate removal from the bus. You may be banned from riding.
13. No harassment of the driver or other passengers is allowed. You may be banned from riding.
14. No weapons, firearms, flammables, or combustible items of any kind are allowed on the bus.
15. Cell phones are permitted as long as they do not interfere with the operation of the bus.
16. Audio devices on the bus require headphones.
17. No littering or creating unsanitary conditions while on the bus.
18. The following items will not be allowed on the bus. (open food, drink, alcohol containers, drugs, lit cigarettes, or electric bikes)
19. No laying down or occupying more than one seat unless paying for more seats.
20. Please remind the driver a full block prior to your designated stop.

Reglamento del Autobús Z-Trans

1. Los conductores tienen derecho a negar el servicio a cualquier persona en cualquier momento.
2. No interfieras con el conductor mientras el autobús esté en movimiento. Se le puede prohibir viajar.
3. Los cinturones de seguridad son requeridos por la Ley Estatal para ser usados en todo momento si están instalados.
4. Los conductores de autobús sólo recoger y dejar en las paradas de autobús a menos que sea autorizado por la dirección.
5. Absolutamente nada de pararse, caminar o sentarse en el pasillo mientras el autobús está en movimiento.
6. Debe tener UN PUNCH PASS O CAMBIO EXACTO SOLAMENTE al abordar.
7. Sin zapatos, sin camisa, sin servicio.
8. Sólo se permite llevar 4 bolsas en el autobús.
9. Los niños deben ser retirados de los cochecitos y el cochecito debe caber entre el asiento y el cliente. Los cochecitos no plegables están prohibidos.
10. No se permitirá subir al autobús a ningún niño menor de 12 años que no vaya acompañado de un adulto.
11. Se permiten sillas de coche siempre que cumplan la normativa de la FTA y del Estado.
12. El comportamiento o lenguaje perturbador está prohibido y dará lugar a la expulsión inmediata del autobús. Se le podrá prohibir viajar en el autobús.
13. No se permite acosar al conductor ni a otros pasajeros. Se le puede prohibir viajar en el autobús.
14. No se permiten armas, armas de fuego, artículos inflamables o combustibles de ningún tipo en el autobús.
15. Los teléfonos móviles están permitidos siempre que no interfieran con el funcionamiento del autobús.
16. Los dispositivos de audio en el autobús requieren auriculares.
17. No tirar basura ni crear condiciones insalubres mientras se esté en el autobús.
18. Los siguientes artículos no serán permitidos en el autobús. (comida abierta, bebida, envases de alcohol, drogas, cigarrillos encendidos o bicicletas eléctricas)
19. No acostarse ni ocupar más de un asiento a menos que se paguen más asientos.
20. Por favor recuerde al conductor una cuadra completa antes de su parada designada.

Paratransit

- ⇒ This is a **Demand Response Service** for Individuals who *qualify medically* in accordance with the **Federal Transit Administration** guidelines
- ⇒ It operates within the Fixed Route service areas of the following Routes: **10, 20, 30, 60, and 70**
- ⇒ This is a door to door, or curb to curb service that must be reserved a minimum of, the day prior. You may schedule up to 14 days in advance.
- ⇒ Fare \$2.00 per one way trip with required aides riding for free
- ⇒ An application is required to use this service
- ⇒ Call 575-439-4971 for details



Senior Dial-A-Ride

Ruidoso & Ruidoso Downs Fixed Routes Only

- ⇒ This is a **Demand Response Service** for qualified individuals (age 60 and older) that live within the Fixed Route service area of **Route 60 and 70** in Lincoln County.
- ⇒ This is a door to door, or curb to curb service that must be reserved a minimum of the day prior. You may schedule up to 14 days in advance.
- ⇒ An application is required to use this service
- ⇒ Call 575-439-4971 for details

Zia Therapy Center, Inc
900 First Street
Alamogordo, NM 88310
(575) 439-4900

Ztrans Public Transportation

CUSTOMER SERVICE POLICY

Any passenger who violates these rules can and will be prohibited from using our service. We are responsible for the safety and welfare of all passengers and will refuse service to any person who places out passengers and/or drivers at risk.

Our transit agency is committed to provide safe, accessible, timely, and professional services for our customers. We can provide such a service only when our passengers respect and follow certain safety and courtesy rules. Therefore, we thank you, the passengers boarding our vehicles, for obeying the rules listed below:

1. The driver is responsible for the safety and welfare of all passengers while riding the transit vehicle. Therefore, the driver is in charge and the passengers are expected to comply with the instructions of the driver at all times. Passenger safety and welfare is contingent upon all passengers complying with these instructions.
2. Passengers are expected to act in a courteous manner at all times while riding the vehicle. Any passengers who is verbally and/or physically abusive to other passengers or to the driver will be asked to exit the vehicle immediately.
3. If a vehicle is seat belt equipped and a passenger fails to buckle up, the driver will ask them to do so before proceeding. If the passenger refuses, they will be asked to exit the vehicle and they will be refused service. There will be no exceptions to this rule.
4. Passengers are expected to pay their fares upon boarding the vehicle or show a valid pass to the driver. We require exact change for fares. We allow no passenger to ride without paying.
5. Do not attempt to stand or exit the vehicle until it has come to a complete stop and the driver informs you that it is safe to exit.
6. Passengers are expected to maintain control of their possessions while on the vehicle. The agency will not be responsible for stolen property.
7. In the event of an emergency, all passengers are to explicitly follow the instructions given by the driver. If an evacuation of the vehicle is deemed necessary, the driver will instruct you as to the actions to be taken.
8. Passengers are not permitted to consume food and drinks on the vehicle.
9. All vehicle are tobacco free. Smoking and chewing are not permitted on the vehicle. This includes E-Cigs.
10. No passenger is permitted to have an open alcoholic beverage container on the vehicle. The agency reserves the right of the driver to ask to see the contents of a package if he or she suspects that package may contain an open container of alcohol.
11. Illegal drugs are not permitted on the vehicle at any time. Any person found in possession of such drugs will be immediately reported to law enforcement.
12. At the discretion of the transit provider any person intoxicated or under the influence of alcohol and/or drugs may or may not be permitted to ride the vehicle.
13. No using profane or threatening language towards the driver or other passengers may be asked to exit the vehicle.
14. Passengers are asked to maintain good personal hygiene so as not to offend other passengers.
15. Passengers are asked to refrain from horseplay or fighting on the vehicle. The driver will immediately stop the vehicle in the event of such an incident, will ask the passengers involved to exit the vehicle and will contact law enforcement if deemed necessary.
16. Weapons are not allowed on any vehicle at any time. A weapon is described as a firearm, knife, pipe bar, club, blackjacks, brass knuckles, numchuks, or any other device capable of causing bodily harm to another individual. Any person found in possession of a weapon will be reported immediately to law enforcement. There are no exceptions to this rule.
17. Service animals accompanying individuals with disabilities will be allowed to board the vehicle. Other small animals maybe allowed in pet approved carrier.

FARE STRUCTURE

TARIFA ESTRUCTURA

CASH FARES

Full Fares / *Tarifas Completas* \$ 1.00

Reduced Fares / *Tarifas Reducidas:*

6-18 or 60 and older (*Menores de 18 anos o mayores de 60*) \$ 0.50

Child up to 6 (*Nino hasta 6*) Free

Veterans with I.D. card (*Veteranos con identificacion*) Free

Paratransit \$ 2.00

Regular Punch Passes (Pases Regulares)

5 Rides / 5 *Viajes* \$ 5.00

10 Rides / 10 *Viajes* \$ 10.00

25 Rides / 25 *Viajes* \$ 20.00

Reduced Punch Passes (Pases Reducidos)

10 Rides / 10 *Viajes* \$ 5.00

20 Rides / 20 *Viajes* \$ 10.00

40 Rides / 40 *Viajes* \$ 20.00

Paratransit Punch Passes (Pases de Paratr nsito)

5 Rides / 5 *Viajes* \$ 10.00

10 Rides / 10 *Viajes* \$ 20.00

25 Rides / 20 *Viajes* \$ 50.00

***There is no Reduced Fare on Route 40**

*** No hay tarifa reducida en la ruta 40.**

*** Passengers must have exact change or Punch Pass**

** Los pasajeros deben tener cambio exacto o Punch Pass*

*** Drivers do not carry change**

** Los conductores no llevan cambio*

*** Passengers must pay at time of boarding**

** Los pasajeros deben pagar en el momento del embarque*



CONTRACTS/AGREEMENTS/CHANGE ORDERS/TASK ORDERS/RATIFICATIONS CHECKLIST

DEPARTMENT INITIATING DOCUMENT: _____
(EVERY DOCUMENT SIGNED BY MAYOR OR VILLAGE MANAGER MUST BE ACCOMPANIED BY THIS FORM)

DEPARTMENT CONTACT NAME: _____

CONTRACTOR/VENDOR NAME: _____

PURPOSE/SCOPE OF DOCUMENT: _____

EXPIRATION DATE: September 2025 RENEWABLE? _____ NUMBER OF YEARS: _____

IS LEGAL REVIEW REQUIRED?: _____ IF YES, REVIEW DATE: _____

DOES THIS DOCUMENT NEED TO BE RECORDED WITH THE COUNTY?: _____

COMPLETION PROCESS FOR CONTRACTS/AGREEMENTS/CHANGE ORDERS/TASK ORDERS:

- _____ Department submits document into NovusAGENDA.
- _____ Department submits check list form to the Clerk's Office.
- _____ Council approves the document.
- _____ Clerk's Office distributes final, approved, and fully-executed document copies.
- _____ Department prepares in Tyler Incode a purchase requisition and obtains a purchase order from the Purchasing Department.
- _____ Department is responsible for getting copies of any reimbursements and reports to the Finance Department.
- _____ ALL GRANT REIMBURSEMENTS AND CHECKS MUST BE MAILED TO:
Village of Ruidoso, Attn: Finance Department, 313 Cree Meadows Dr., Ruidoso, NM 88345
- _____ Department is ultimately responsible to ensure agreement renewals, time extensions, or any other changes related to the document.
- _____ Department is responsible for maintaining a file on every document pertaining to their Department. The Clerk's Office will maintain an original document file.
- _____ Department is responsible for making sure the contractor has a valid Village of Ruidoso Business Registration before any services are rendered.

SPECIFIC INSTRUCTIONS FOR DELIVERY:

_____ MAIL IF YES: CONTACT NAME AND ADDRESS _____

_____ ELECTRONIC IF YES: E-MAIL ADDRESS _____
(ONLY APPLIES TO FULLY-EXECUTED DOCUMENT)

_____ HAND-DELIVERED IF YES, BY WHOM _____

FULLY-EXECUTED DOCUMENT RECEIVED ON _____ (DATE)

NOTES: _____

DATE COUNCIL APPROVED: _____
(REVISED JULY 2020)