

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR COUNCIL MEETING
OCTOBER 8, 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
September 10, 2024 - Regular Meeting
September 18, 2024 - Special Meeting
October 1, 2024 - Workshop Meeting
2. Approval of Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc.
3. Approval of Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B.
4. Approval of Request to Schedule a Public Hearing on November 12, 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.
5. Approval of Request to Schedule a Public Hearing on November 12, 2024, for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

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 Jared Wilson for his Service to the Village of Ruidoso as a Firefighter from September 2005 through October 2024

3. Update on U.S. Forest Service Seeding and Flood Mitigation - Jennifer Thomas, U.S. Forest Service District Ranger
4. Quarterly Update from Stephanie Garcia, Executive Director of Ruidoso Midtown Association and Update on Status of Repairs to Digital Signage

VILLAGE MANAGER REPORT.

1. Village Manager's Report
2. Update on Proposed Development on Carrizo Canyon Road
3. Presentation by Cobb, Fendley & Assoc., on the Hydrologic & Hydraulic (H&H) Modeling for Impacted Watersheds
4. Wingfield Heritage House Museum Ribbon Cutting and Open House Celebration
5. Update on Toss No Mas Community Cleanup
6. Update on Starlite Road
7. Update on Perk Canyon

REPORTS FROM MUNICIPAL OFFICIALS.

PUBLIC HEARINGS.

1. Public Hearing 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.

REGULAR ITEMS.

1. Discussion and Possible Action on Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.
2. Discussion and Possible Action on Change Order No. 1 on ITB 2024-001B with American Road Maintenance to Perform Pavement Maintenance on Two Areas on the Apron, Remove Markings, Apply Crack Seal, Apply Seal Coat and Apply Markings. In the Amount of \$87,000.00 Including NMGRT.
3. Discussion and Possible Action of Renewal of RFP#2022-008P Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications for Broadband Expansion.
4. Discussion and Possible Action on Resolution 2024-42, a Resolution Suspending Time Limits for Certain Planning and Zoning Applications.
5. Discussion and Possible Action on Multi-Award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

6. Discussion and Possible Action on Professional Service Agreements with Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects. for Watershed Projects Awarded through RFP #2025-001P.
7. Discussion and Possible Action on Task Order RFP #2024-004P-02 with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Create a Storm Drain Infrastructure Asset Inventory in an Amount Not to Exceed \$154,491.75 Including NMGRT.
8. Discussion and Possible Action on Task Order RFP-2024-003P-STAN-02 - Upper Sudderth Revitalization Project with Stantec Consulting Services, Inc., for a Total Project Cost Not to Exceed \$868,746.00 Including NMGRT.

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 24-01. 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: October 8, 2024

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes
September 10, 2024 - Regular Meeting
September 18, 2024 - Special Meeting
October 1, 2024 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
September 10, 2024 - Regular Meeting
September 18, 2024 - Special Meeting
October 1, 2024 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes
September 10, 2024 - Regular Meeting
September 18, 2024 - Special Meeting
October 1, 2024 - Workshop Meeting

ATTACHMENTS:

Description

Regular Meeting Minutes September 10, 2024
Special Meeting Minutes September 18, 2024
Workshop Meeting Minutes October 1, 2024

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
SEPTEMBER 10, 2024**

CALL TO ORDER

Mayor Pro Tem, Rafael "Rifle" Salas, 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, Cory, Lutterman and Eby were recorded present in person. Mayor Crawford and Councilor Jackson were absent. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Adam Sanchez, Public Works Director; 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; Ashlie Carbajal, Water Resource Manager; Steve Minner, Deputy Police Chief; Alex Koenig, Community Development Director; Bobby Simpson, Code Enforcement Officer; David Tetreault, Parks and Recreation Asst Director; Joe Kasuboski, Fire Chief; Gigi Dixon, WWTP Office Manager; Bernadeen Herrera, Convention Center Manager; Dick Cooke, Director of Forestry; Diana Free, HR Administrative Asst., and Teresa Gutierrez, Executive Administrative Asst;. There were approximately 9 visitors in attendance.

APPROVAL OF AGENDA.

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

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.

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 eyes.

PUBLIC INPUT.

Bill Hall addressed the Council that the current system that the Village uses to track short term rentals doesn't work and encouraged the Village to upgrade the system.

Angie Olivas updated the Council on the newly formed Riverside/Watershed Property Owners Group and stated their mission. Ms. Olivas also stated that she would like to participate in the task force committee and also stated that she encourages transparency of money and grants that the Village receives for disaster recovery.

Andrea Fernandez addressed the Council on the Village's transportation issue and appreciates the Village's participation with Zia Trans.

Scott Maynard stated that he would like to see the public process changed suggesting

communication back and forth with Council. Mr. Maynard presented to Council the idea of a water saving cistern and collection of rainwater.

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions

Mayor Pro Tem Salas presented the following new employees:

Theresa DeLeon – Library Assistant I – DOH 8/14/2024

Jim Kinser – Community Development – Multi-Discipline Inspector – DOH 9/9/2024

Jeremy Nocella – Parks & Recreation – Facilities Supervisor - DOH 9/9/2024

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.

Mayor Pro Tem Salas presented to Joel Rowland a retirement plaque and recognized his service to the Village from October 2001 through August 2024 at the Regional Wastewater Treatment Plant.

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

Councilor Susan Lutterman announced that the ribbon cutting for the Wingfield Heritage House Museum will be held on Thursday, October 17, 2024, from noon to 6:00 p.m.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

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

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

Francisco Sanchez, NM DOT District 2 Engineer presented to the Council that NM Hwy 532, known as Ski Run Road is open but currently under construction Monday-Friday. The road is being stabilized and will be ready for paving on September 26 and striping on October 6.

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

Bobby Simpson, Code Enforcement Officer, updated the Council on progress made at the following "Clean and Lien" properties: 215 Hart, 100 Nogal, 205 Swallow, 116 Nogal, 109 S. Hickory and 114 Davis.

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

Michael Martinez, Deputy Manager explained to Council the current process being used for plan reviews, permitting and building inspections for regular building applications and those applications for building in areas affected by the fires and floods.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Eby commended staff and Village administration for their efforts dealing with all the projects going on in the Village. He stated that he had attend the NMML Annual Conference in Clovis and looks forward to the Village hosting the conference in 2025.

Councilor Lutterman thanked the efforts of the Ecoservants for the work they did in Brady Canyon. She also thanked Ron Sena, village Manager and Adam Sanchez, Public Works Director for their prompt response when needed.

Councilor Hooker recognized the remembrance of 911 and expressed his thanks for staff at the Community Center on starting back the service of meals.

Councilor Cory thanked Ron for the information he has put out to the public regarding the new housing project at 603 Mechem. He suggested that key points from the mayor's Monday morning show be put on social media.

Mayor Pro Tem Salas stated his appreciation for the meals served at the Community Center and expressed his thanks for the re-opening of the Lincoln Nation Forest.

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.

Councilor Hooker made a motion to approve Resolution 2024-40, and the prioritization of the top five infrastructure capital improvement projects as (1) Workforce Housing; (2) Bridge Replacement Projects- FEMA; (3) Street & Drainage Projects; (4) Sewer Line Rehabilitation - FEMA and (5) Sewer Line Extensions. Mayor Pro Tem Salas seconded the motion and upon a roll call vote of all ayes, the motion passed.

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.

Councilor Cory made a motion to approve the agreement, Councilor Eby seconded the motion and upon a roll call vote of all ayes, the motion passed.

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.

Councilor Lutterman made a motion to approve the amendment to Resolution 2024-31, Councilor Hooker seconded the motion and upon a roll call vote of all ayes, the motion

passed.

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.

Councilor Eby made a motion to approve the amendment to Resolution 2024-32, Councilor Hooker seconded the motion and upon a roll call vote of all ayes, the motion passed.

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.

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

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.

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

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

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

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.

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

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.

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

CLOSED SESSION.

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

Mayor Pro Tem Salas recessed the Regular Meeting and entered into Closed Session at 4:24 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; Christella Armijo, Water Resource Director and Ashlie Carbajal, Water Resource Manager.

Mayor Pro Tem Salas adjourned the Closed Session and reconvened the Regular Meeting at 5:27p.m.

Councilor Hooker moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Cory 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 Pro Tem Salas adjourned the Regular Meeting at 5:29 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 8th day of October, 2024.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, SPECIAL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
SEPTEMBER 18, 2024**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 8:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Hooker, Lutterman, Cory and Jackson were recorded present in person. Councilor Eby was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Eddie Ryan, Manager of Events and Strategic Planning; Christella Armijo, Water Resource Manager; David Tetreault, Assistant Parks and Recreation Director; Adam Sanchez, Public Works Director; Judi Starkovich, Finance Director; Lee Baker, Airport Manager; Anthony Montes, Community Center Manager; Dustie Brothers, Utility Supervisor; Alex Koenig, Community Development Director; Steven Minner, Deputy Police Chief and Lawrence Chavez, Police Chief. Legal Counsel present was Zachery Cook. Municipal Employees present via Zoom were Robin L Parks, Staff Accountant II; Dick Cooke; Forestry Director; Dianne Staab, Library Manager; Maurice Gutierrez, Assistant Finance Director; Frank "Marty" Luna, Water Distribution/Sewer Collection Manager; Robyn Bryant, Solid Waste Office Manager; and Jerry Parsons, Solid Waste Manager.

1. Discussion and Possible Action on Notice of Intent to Commit Funding of \$72,615.87 to Zia Therapy Center for Public Transportation for Fiscal Year 2025-2026.

Anthony Montes stated the following: Zia Therepy was requesting a letter of financial commitment from the Village for the year beginning October 1, 2025 through September 30, 2026; the letter is required from the New Mexico Department of Transportation and was not an obligation on behalf of the Village, but an intent to provide funding for transportation services.

Councilor Cory moved to Approve Notice of Intent to Commit Funding of \$72,615.87 to Zia Therapy Center for Public Transportation for Fiscal Year 2025-2026. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

2. Discussion and Possible Action on Award of ITB#2024-011B, Sierra Blanca Regional Airport Pavement Maintenance of Parallel Taxiway A, Connector Taxiway A1 and Apron, to American Road Maintenance, Inc. in the Amount of \$404,676.70 Including NMGRT.

Lee Baker stated the following: Armstrong Consultants were hired to develop the bid specifications and plans for the procurement; legal ads were placed in two newspapers; Ruidoso News on 4/5/24 and 4/12/24 and the Albuquerque Journal on 4/7/24; four contractors drew down on the ITB from Armstrong Consultants website; a Re-Bid

Conference and site visit was held on 4/16/24 at 1:00 p.m with no contractors attending; one addendum was issued for clarifications; the Bid submission deadline was 4/24/24 at 3:00 p.m; two potential bidders submitted the Acknowledgement of Receipt forms, indicating their intent to submit a bid, they were American Road Maintenance, Inc., and Maxwell Asphalt; and American Road Maintenance Inc., bid submittal was responsive and was the lowest bidder.

Councilor Jackson moved to Approve Award of ITB#2024-011B, Sierra Blanca Regional Airport Pavement Maintenance of Parallel Taxiway A, Connector Taxiway A1 and Apron, to American Road Maintenance, Inc. in the Amount of \$404,676.70 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3. Discussion and Possible Action on Contract to American Road Maintenance, Inc. for Sierra Blanca Regional Airport Pavement Maintenance of Parallel Taxiway A, Connector Taxiway A1 and Apron, Awarded via ITB #2024-011B in the Amount of \$404,676.70 Including NMGRT.

Councilor Jackson moved to Approve Contract to American Road Maintenance, Inc. for Sierra Blanca Regional Airport Pavement Maintenance of Parallel Taxiway A, Connector Taxiway A1 and Apron, Awarded via ITB #2024-011B in the Amount of \$404,676.70 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

4. Discussion and Possible Action on Task Order RFP #2024-004P-01-Amendment 1 with Cobb, Fendley & Associates, Inc. to Include Three Additional Watersheds to be Modeled within the Watershed Based Plan for an Increased Cost of \$39,435.97 including NMGRT and a Total Project Cost of \$236,874.91 including NMGRT.

Christella Armijo stated the following: the Village of Ruidoso had received grant funds from the New Mexico Environment Department (NMED) Surface Water Quality Bureau to create a watershed-based plan; the plan would be written by Cobb, Fendley & Associates, Inc. and would meet the criteria acceptable to the Environmental Protection Agency (EPA) and NMED Surface Water Quality Bureau; and the task order amendment would include modeling for three additional watersheds that were impacted by the South Fork and Salt Fires incident.

Councilor Cory moved to Approve Task Order RFP #2024-004P-01-Amendment 1 with Cobb, Fendley & Associates, Inc. to Include Three Additional Watersheds to be Modeled within the Watershed Based Plan for an Increased Cost of \$39,435.97 including NMGRT and a Total Project Cost of \$236,874.91 including NMGRT. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

5. Discussion and Possible Action on Adoption of Resolution 2024-41, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Adam Sanchez stated the following: the Village was applying for \$2,000,000.00 from the New Mexico Department of Transportation (NMDOT) Project Fund; the funding requested was enough to fully repair six roads: White Mountain Dr. (1.3 miles), Porr Dr. (1.0 mile), Jack Little Dr. (0.7 mile), LL Davis Dr. (0.65 mile), Leon Farrar Dr. (0.5 mile);

Wingfield Dr. (0.9 mile); the cost breakdown was NMDOT Share- 95% or \$2,000,000, VOR Share - 5% - \$100,000, Total Project cost - \$2,000,000; four roads were school bus routes for the Ruidoso Municipal Schools and critical access routes for emergency services; the total length of the proposed project was 4.1 miles; the project falls within the NMDOT owned right-of-way and the Village will be asking for support from the NMDOT District II Engineer; the quote was based on Cutler Repaving, Inc.'s state-wide pricing agreement; and the project would be a turn-key project to include pavement rehabilitation, roadway striping, traffic control, construction, construction observation and testing.

Councilor Jackson move to Approve Adoption of Resolution 2024-41, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

6. Discussion and Possible Action on Village of Ruidoso Code of Ordinances Chapter 86, Section 31-K, Adjustments to Water Charges.

Judi Starkovich stated the following: at the last Council meeting there was discussion on leak credits for the residents with extensive water use during the evacuation period for the South Fork Fire; 45 residents applied for a leak credit within the time period; and the applications were forwarded to Adam Sanchez for review and approval or denial of the application.

Councilor Cory stated he was concerned that the residents were not made aware that there was an appeal process to Council that the residents were not made aware of.

Adam Sancez stated the Utility Supervisor made residents aware of the appeal process after the application was processed.

There was no action taken on this item.

ADJOURNMENT:

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 10:07 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 11th day of June, 2024.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____

Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, WORKSHOP MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
OCTOBER 1, 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 Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.

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 October 8, 2024 Regular Council Meeting.

2. Discussion on Multi-Award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

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 October 8, 2024 Regular Council Meeting.

3. Discussion on Professional Service Agreements with Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects. for Watershed Projects Awarded through RFP #2025-001P.

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 October 8, 2024 Regular Council Meeting.

4. Discussion on Task Order RFP #2024-004P-02 with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Create a Storm Drain Infrastructure Asset Inventory in an Amount Not to Exceed \$154,491.75 Including Gross Receipts Tax.

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 October 8, 2024 Regular Council Meeting.

5. Discussion on Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc

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 October 8, 2024 Regular Council Meeting.

6. Discussion on Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B

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 October 8, 2024 Regular Council Meeting.

ADJOURNMENT

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:51 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 8th day of October, 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): Jerry Parsons, Solid Waste Manager

Meeting Date: October 8, 2024

Re: Approval of Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc.

Item Summary:

Approval of Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc.

Financial Impact:

Each department budgets for fuel usage each year.

Item Discussion:

The purpose of Invitation to Bid (ITB) #2025-002B was to solicit competitive sealed bids for the procurement of Automated Fuel Dispensing Service for the Village of Ruidoso.

The Village is conducting a single award ITB. It is anticipated that the award under this ITB will result in a contract that will be for an initial term of one-year with the option to renew for up to nine (9) additional one-year terms.

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

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 8/22/24.

Two (2) contractors drew down on the ITB from the Village of Ruidoso website.

No Pre-Bid conference was held.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Bell Gas, Inc.

Two (2) addenda were issued for answering questions submitted by Bidder and addition of Exhibit 1 – Example of Refinery Price Average Sheet.

Bid Submission Deadline was 9/12/24 at 3:00 pm.

One (1) bid was received:

Bell Gas, Inc.

Bell Gas, Inc bid submittal was responsive and was the lowest bidder for Automated Fuel Dispensing Service.

Recommendations:

To Approve Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc.

ATTACHMENTS:

Description

Bid Report

Bid Opening Summary

BID REPORT	
Invitation To Bid Title	Automated Fuel Dispensing Service
ITB Number	2025-002B
Date of Report	9/13/24
Budgeted Line Item	51030
Budgeted Amount	\$450,000.00
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 Automated Fuel Dispensing Service for the Village of Ruidoso.

Local automated fuel dispensing service for Village vehicles.

The Village is conducting a single award ITB. It is anticipated that the award under this ITB will result in a contract that will be for an initial term of one-year with the option to renew for up to nine (9) additional one-year terms.

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

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

Jerry Parsons 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 8/22/24.

Two (2) contractors drew down on the ITB from the Village of Ruidoso website.

No Pre-Bid conference was held.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Bell Gas, Inc.

Two (2) addenda were issued for answering questions submitted by Bidde and addition of Exhibit 1 – Example of Refinery Price Average Sheet.

Bid Submission Deadline was 9/12/24 at 3:00 pm.

Section 3. SUMMARY OF BID OPENING:

One (1) bid was received:
Bell Gas, Inc.

Bell Gas, Inc bid submittal was responsive and was the lowest bidder for Automated Fuel Dispensing Service.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Bell Gas, Inc submittal was very well prepared and met all the requirements of this procurement. Recommend the award of ITB 2025-002B for Automated Fuel Dispensing Service to Bell Gas, Inc.

ITB #2025-001B Automated Fuel Dispensing Service Bid Opening 9/12/24 @ 3:00 PM Local Time		Bell Gas, Inc	
Bid Schedule		Price Per Gallon at the Pump	Price Spread/ % per Gallon
1	Unleaded	Advertised Price	Rack + .07/Less 2%
2	Unleaded Plus	Advertised Price	Rack + .07/Less 2%
3	Super Unleaded	Advertised Price	Rack + .07/Less 2%
4	Diesel	Advertised Price	Rack + .07/Less 2%
Subtotal			\$0.00
NMGRT (8.1875%)			\$0.00
Total			\$0.00
A	Signed Cover Page of ITB		Pass
B	Appendix B - Letter of Transmittal Form		Pass
C	Appendix C - Cost Response Form		Pass
D	Other Supporting Material (if applicable)		N/A
E	Appendix D - Options, Exceptions, or Variations		Pass
F	Appendix E - Affidavit of Non-Collusion		Pass
G	Appendix F - Preference Certification		Pass
H	Appendix G - Compliance with Regulatory Agencies		Pass
J	Appendix H - Certification Regarding Debarment, Suspension, and Other Responsibility Matters		Pass
I	Appendix I - Campaign Contribution Disclosure Form		Pass
K	Signed Addendum 1		Pass
L	Signed Addendum 2		Pass
M	NM Resident Preference (8% deduction)		
N	NM Veterans Preference (10% deduction)		

Procurement Manager

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: October 8, 2024

Re: Approval of Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B.

Item Summary:

Approval of Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B.

Financial Impact:

Each department budgets the anticipated cost for fuel.

Item Discussion:

Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B

Recommendations:

To Approve Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B.

ATTACHMENTS:

Description

Contract - Bell Gas Inc

CONTRACT FOR GOODS AND SERVICES
ITB # 2025-002B

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Bell Gas, Inc, 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

Bell Gas, Inc
ATTN: Roger Shull
Title: Vice President/COO
Street: PO Box 490
City, State, Zip: Roswell, NM 88202
Phone: 575-622-4800
Email: roger@bellgasin.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 #2025-002B – Automated Fuel Dispensing Service 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 Bell Gas, Inc. "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 the amounts listed in the Contractor's bid schedule (Exhibit A) 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. Not Applicable. The Parties agree there are no Payment & Performance Bonds.

4. **Term.**

This agreement shall be effective from 10/08/2024 through 10/07/2025 and will have nine (9) one-year options to renew unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

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:

Roger Shull

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 a 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:

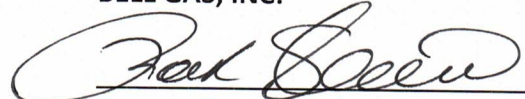
Lynn D. Crawford, Mayor

Date

ATTEST:

Jini S. Turri, Village Clerk

BELL GAS, INC:



Roger Shull, Vice President/COO

9/16/24

Date



INVITATION TO BID (ITB)

ITB Name: Automated Fuel Dispensing Service

ITB Number: 2025-002B

Bids Due No Later Than:
Date: September 12, 2024
Time: 3:00 pm local time

Return Bid To:
Village of Ruidoso
Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

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

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

Company Name: Bell Gas, Inc Address: _____

DBA (if applicable): _____

Co. Email: Roger@bellgasinc.com Co. Phone No. _____

NM Gross Receipts Tax _____ Federal Tax ID #: 85-0322751

Payment terms: _____ (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: [Signature] Print or Type Name: Roger Shull

Signatory Email: Roger@bellgasinc.com Phone No.: 575 622 4800

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.

ITB #2025-002B
Automated Fuel Dispensing Service

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX K.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by **September 5, 2024**. Only potential Bidders who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Bidder written questions and the written responses to those questions as well as ITB addenda, if any are issued.

FIRM: Bell Gas, Inc.
REPRESENTED BY: Roger Shull
TITLE: VP PHONE NO.: 575 622 4806
E-MAIL: Roger@bellgasinc.com FAX NO.: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
SIGNATURE: [Signature] DATE: 9/16/24

This name and address will be used for all correspondence related to the Request for Bid.

Firm does/does not (circle one) intend to respond to this Request for Bid.

Return completed form to:

Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1016

ITB #2025-002B
Automated Fuel Dispensing Service

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB#: 2025-002B Automated Fuel Dispensing Service

Bidder Name: Bell Gas, Inc FED ID#: 85-0322751

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:

Bell Gas, Inc
1811 SE main PO Box 490
Roswell NM 88202

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

Name: Roger Shull
Title: COO/VP
E-Mail Address: Roger@bellgasinc.com Telephone Number: 575 622 4800

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

Name: Same Roger Shull
Title: VP COO
E-Mail Address: Roger@bellgasinc.com Telephone Number: 575 622 4800

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

Name: Roger Shull
Title: VP / COO
E-Mail Address: Roger@bellgasinc.com Telephone Number: 575 622 4800

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:

ITB #2025-002B
Automated Fuel Dispensing Service

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR	WORK TO BE DONE
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.)

N/A

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: Sept 4 Addendum # _____ Dated: _____
Addendum # 2 Dated: Sept 4 Addendum # _____ Dated: _____



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

9/12/24

Date

ITB #2025-002B
 Automated Fuel Dispensing Service
APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to supply Automated Fuel Dispensing Service on a Village wide basis in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Description	Price Per Gallon at the Pump	Price Spread or % Price per Gallon
1	Unleaded	Advertised price	less 2%
2	Unleaded Plus	advertised price	less 2%
3	Super Unleaded	Advertised price	less 2%.
4	Diesel	advertised price	less 2%

(Bid Price shall include all costs per gallon to be billed to the Village exclusive of Federal and State excise taxes required by State or Federal Law.)

* We would prefer Rack + .07¢ as we do now.
 (see attached)

This is our form we use for bell gas. Exhibit 1

Refinery Price:

	Diesel	Nolead	Nolead Plus	Super N.L.
08/02/2024	2.4844	2.3910	2.5577	2.7445
08/06/2024	2.4234	2.3560	2.5227	2.7095
08/10/2024	2.4125	2.3600	2.5267	2.7135
08/15/2024	2.4695	2.3270	2.4937	2.6805
08/20/2024	2.3665	2.2900	2.4567	2.6435
08/24/2024	2.4574	2.3130	2.4797	2.6665
08/30/2024	2.4764	2.2570	2.4237	2.6105
Average Price:	2.4414	2.3277	2.4944	2.6812
Loading Fee	0.0220	0.0195	0.0195	0.0195
Freight	0.0861	0.0732	0.0732	0.0732
<u>Markup</u>	<u>0.0700</u>	<u>0.0700</u>	<u>0.0700</u>	<u>0.0700</u>
State Tax	0.2100	0.1700	0.1700	0.1700
Federal Tax	exempt	exempt	exempt	exempt
Total Price...	2.8295	2.6604	2.8271	3.0139

This is what we call laid in price plus make up of 7¢.

ITB #2025-002B
Automated Fuel Dispensing Service

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 2025-002B" 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

Roger Shull COO

Printed Name and Title

ITB #2025-002B
Automated Fuel Dispensing Service

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the Vice President (title) of Bell Gas, Inc (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 the Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.


Authorized Signature

9/12/24
Date

Roger Shull
Printed Name

ITB #2025-002B
Automated Fuel Dispensing Service

APPENDIX F – NEW MEXICO PREFERENCE
CERTIFICATION

Bell Gas, Inc _____ (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:

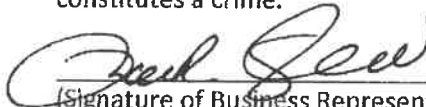
- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification (Include a copy of the certificate with bid)

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) *

9/12/24
(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 rescission of award may be made if the statement is proven incorrect.

ITB #2025-002B
Automated Fuel Dispensing Service

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 Roger Skull Title Vice President
Signature [Handwritten Signature] Date 9/12/24

ITB #2025-002B
Automated Fuel Dispensing Service

**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 transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be grounds 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.

Roger Shull Vice President

Typed Name and Title of Authorized Representative

[Signature]

Signature of Authorized Representative

9/12/24

Date

ITB #2025-002B

Automated Fuel Dispensing Service

"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: None

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]
Signature

9/12/24
Date

[Signature]
Title (Position)

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

CONTRACTOR:



Contractor, Title
9/2/24

Date

Date: September 4, 2024

Ref: ITB # 2025-002B Automated Fuel Dispensing Service

ADDENDUM #1

The following is being provided in response to questions submitted by offerors to include the following items and shall be incorporated into the ITB documents for the above referenced project.

***Questions Submitted on September 3, 2024:**

Q1. • Page 22 – Appendix Cost Form

I am planning on bidding a % off pump price, so I need to confirm that I am to put in the current pump price for each product and then show the % discount in the Price Spread or % PPG column

Example – Pump Price \$3.399 Discount 3%

A1. Yes, that is correct. Current Price per pump in the "Price Per Gallon at the Pump" column and then the bidders percentage off in the "Price Spread or % Price per Gallon" column on Page 22, Cost Response Form.

Q2. • Page 31 #5(m)

If I bid a discount vs pump price, is there still a requirement to provide refinery price changes

Due to supply issues and pricing, we pull product from multiple vendors that push supply into the terminals. To provide a list of each supplier and their daily price changes would be very difficult and a bunch of reports for both of us.

A2. Yes, we will still require refinery price changes. We currently receive a report at the end of each month that has seven (7) daily refinery price averages, spread across the month including the first, last and five (5) other business days, cost plus state and federal taxes.

***All questions must be submitted in writing. Reminder, the last day for written questions is 09/05/2024 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 #2025-002B remain unchanged.

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

Certy Gas Co
Company

[Signature]
Signature

9/12/24
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Date: September 4, 2024

Ref: ITB # 2025-002B Automated Fuel Dispensing Service

ADDENDUM #2

The following is being provided in response to questions/comments submitted by offerors/to include the following items and shall be incorporated into the ITB documents for the above referenced project.

***Questions Submitted on September 4, 2024:**

Q1. Is there an estimated volume?

A1. The average volume is between 8,000 and 10,000 gallons per month of combined fuels.

Clarifications/Additions/Changes:

1. Exhibit 1 – Example of Refinery Price Average Sheet

***All questions must be submitted in writing. Reminder, the last day for written questions is 09/05/2024 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 #2025-002B remain unchanged.

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



Company



Signature

9/10/24.

Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Exhibit 1

Refinery Price:	Diesel	Nolead	Nolead Plus	Super N.L.
08/02/2024	2.4844	2.3910	2.5577	2.7445
08/06/2024	2.4234	2.3560	2.5227	2.7095
08/10/2024	2.4125	2.3600	2.5267	2.7135
08/15/2024	2.4695	2.3270	2.4937	2.6805
08/20/2024	2.3665	2.2900	2.4567	2.6435
08/24/2024	2.4574	2.3130	2.4797	2.6665
08/30/2024	2.4764	2.2570	2.4237	2.6105
Average Price:	2.4414	2.3277	2.4944	2.6812
Loading Fee	0.0220	0.0195	0.0195	0.0195
Freight	0.0861	0.0732	0.0732	0.0732
Markup	0.0700	0.0700	0.0700	0.0700
State Tax	0.2100	0.1700	0.1700	0.1700
Federal Tax	exempt	exempt	exempt	exempt
Total Price...	2.8295	2.6604	2.8271	3.0139

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 4.

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: October 8, 2024

Re: Approval of Request to Schedule a Public Hearing on November 12, 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.

Item Summary:

Approval of Request to Schedule a Public Hearing on November 12, 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:

Approval of Request to Schedule a Public Hearing on November 12, 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.

Recommendations:

To Approve Request to Schedule a Public Hearing on November 12, 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.

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 5.

To: Mayor Crawford and Councilors

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

Meeting Date: October 8, 2024

Re: Approval of Request to Schedule a Public Hearing on November 12, 2024, for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

Item Summary:

Approval of Request to Schedule a Public Hearing on November 12, 2024, for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

Financial Impact:

None

Item Discussion:

Request to Schedule a Public Hearing on November 12, 2024, for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

Recommendations:

To Approve Request to Schedule a Public Hearing on November 12, 2024, for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 8, 2024

Re: Presentation of New Employees and Promotions

Item Summary:

Presentation of New Employees and Promotions

Financial Impact:

None

Item Discussion:

New Employees:

Kelly Airgood – Parks & Recreation – Maintenance Tech – DOH 9/23/24

Ezequiel Leyva – Parks & Recreation – Custodian – DOH 9/23/24

Karrie Lester – Parks & Recreation – Rec Leader – DOH 9/23/24

Jake Lamay - Parks & Recreation – Maintenance Tech – DOH 9/23/24

Promotions:

Alex Salas – Street Depart – Heavy Equip Operator – 9/23/24

Alexzander Kazhe-Kirgan -Street Depart - Heavy Equip Operator – 9/23/24

Interim Assistant Fire Chief - Cade Hall - 9/22/24

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: October 8, 2024

Re: Presentation of Retirement Plaque to Jared Wilson for his Service to the Village of Ruidoso as a Firefighter from September 2005 through October 2024

Item Summary:

Presentation of Retirement Plaque to Jared Wilson for his Service to the Village of Ruidoso as a Firefighter from September 2005 through October 2024

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Jared Wilson for his Service to the Village of Ruidoso as a Firefighter from September 2005 through October 2024

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 3.

To: Mayor Crawford and Councilors

Presenter(s): Jennifer Thomas, U.S. Forest Service District Ranger

Meeting Date: October 8, 2024

Re: Update on U.S. Forest Service Seeding and Flood Mitigation - Jennifer Thomas, U.S. Forest Service District Ranger

Item Summary:

Update on U.S. Forest Service Seeding and Flood Mitigation - Jennifer Thomas, U.S. Forest Service District Ranger

Financial Impact:

None

Item Discussion:

Update on U.S. Forest Service Seeding and Flood Mitigation - Jennifer Thomas, U.S. Forest Service District Ranger

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 4.

To: Mayor Crawford and Councilors

Presenter(s): Stephanie Garcia, Executive Director - RMA
Eddie Ryan, Manger of Events & Strategic Partnerships

Meeting Date: October 8, 2024

Re: Quarterly Update from Stephanie Garcia, Executive Director of Ruidoso Midtown Association and Update on Status of Repairs to Digital Signage

Item Summary:

Quarterly Update from Stephanie Garcia, Executive Director of Ruidoso Midtown Association and Update on Status of Repairs to Digital Signage

Financial Impact:

None

Item Discussion:

Quarterly Update from Stephanie Garcia, Executive Director of Ruidoso Midtown Association and Update on Status of Repairs to Digital Signage

Recommendations:

Quarterly Update from Stephanie Garcia, Executive Director of Ruidoso Midtown Association and Update on Status of Repairs to Digital Signage

ATTACHMENTS:

Description
Contract with RMA

RUIDOSO MIDTOWN ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT

with

VILLAGE OF RUIDOSO

This Professional Services Agreement ("this Agreement") is effective July 1, 2024, between the Village of Ruidoso, New Mexico, a municipal corporation (the "Village") whose notice address is 313 Cree Meadows Drive, Ruidoso New Mexico, 88345, and the Ruidoso Midtown Association ("Contractor") acting designate for the Ruidoso MainStreet Affiliate whose notice address is PO Box 1035 Ruidoso NM, 88345 (collectively known as the "Parties").

Ruidoso Midtown Association - Mission and Purpose: to promote the economic, cultural and historical enhancement of the traditional commercial Midtown district of the Village of Ruidoso. The corporation will undertake endeavors to maintain a livable, walkable and recreationally rich town center with opportunities to ensure an economically and recreationally vibrant Midtown district.

In fulfillment of the purpose, the Corporation shall seek to establish public-private partnerships with local and state government, individuals or corporations with similar intent to enhance public infrastructure and revitalization efforts throughout the Midtown district. Additionally, the Corporation shall strive to fulfill all requirements of the Accelerator Accredited designations identified by the New Mexico MainStreet Program (NM Economic Development Department).

Activities Reflecting Village Funds

I. Scope of Services: Activities Reflecting Village Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (Ruidoso Midtown Association), the Village of Ruidoso and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the Midtown district of Ruidoso in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated MainStreet District ("Midtown") in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOU,

3. Work closely with the Village's elected officials and professional staff, Chamber of Commerce, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Ruidoso MainStreet program and its initiatives.
5. Adopt at least two Economic Transformation Strategies and develop annual work plans for the implementation of revitalization projects in the Ruidoso MainStreet district.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Ruidoso MainStreet program to engage the public-private partnerships with Village government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Ruidoso MainStreet program and to help coordinate revitalization projects in the historic commercial district.
8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Ruidoso MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, facade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the Village on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Re-establish the Midtown district as a center for local residents and families to eat, shop and engage.

Tasks to be completed in FY25:

Economic Vitality

1. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of attracting more locals to Midtown, specifically during off-peak seasons.
2. Compile, review and distribute previously collected feedback from residents regarding the services/offerings they need from Midtown businesses and activities they wish to engage in the district.
3. Partner with ENMIJ-Ruidoso on the local business education and training efforts for businesses and how they can support area residents and families, particularly during off-peak seasons.
4. Initiate efforts with residents and current/prospective businesses to explore diversifying dining/food options in Midtown (and potentially, food trucks) to better serve residents (especially after 2:30 pm, and during off-peak seasons).

Promotion

1. Implement events and activities that cater primarily to local residents and families:
 - Halloween event/pumpkin roll
 - Christmas Mixer
2. Design and launch a campaign to promote local business offerings for locals residents and families.

Design

1. Continue to work with the Village on advancing the Rio St. realignment project; engage NMMS to assist with design, funding or construction mitigation efforts.
2. Work with the NMMS team to advocate for and/or design options for pedestrian safety features in the Midtown district (crosswalks, traffic lights, flag system, etc.).

Organization

1. Strengthen communication/engagement with local residents and Midtown stakeholders:
 - Explore multiple outreach/communication modes and opportunities.
 - Establish community attitude input processes 2-4x/year (surveys, forums, meetings, etc.).
2. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Transformation Strategy #2: Ensure that tourism commerce remains a centerpiece of our Midtown economic development and revitalization efforts.

Tasks to be completed in FY25:

Economic Vitality

1. Partner with ENMU-Ruidoso to launch an education and training series to help businesses understand how they can better support and cater to tourists,

2. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of engaging tourists and driving them to Midtown businesses during peak tourist seasons.

Promotion

1. Continue to plan and implement the annual Brewdoso event.
2. Continue to partner with the Village and others to support area events.,

Design

1. Work with the NMMS team and the Village to create plans and access funding pedestrian safety features in the Midtown district (crosswalks, traffic lights, crossing flags, etc.). If used, make sure to include the RMA logo on the crossing flags.
2. Work with Village to reinstall and maintain public ashtrays.
3. Work w/Village on maintenance/upgrades for mural commons and public bathrooms.
4. Wayfinding: Work with NMMS to design wayfinding signage; work with the Village to purchase, install and maintain wayfinding signs.
5. With the support of NMMS consultants, initiate plans to connect or deliver technical assistance to property owners within Midtown for upgrading their property within the boundaries of the Ruidoso Midtown District. Ruidoso Parks and Recreation facilitate beautification projects. Such projects include Midtown flower and tree planting, clean-ups, tile fundraising projects.
6. Partner with the Village of Ruidoso in identifying resources for implementation of Design projects, including the coordination of Midtown infrastructure, pedestrian plans, lighting update, sidewalk improvement, Wingfield Park improvements, comprehensive trash plan, Metropolitan Redevelopment Area Plan (MRA), Rio Street Alignment Project, and physical improvement of midtown businesses.
7. Provide assistance and collaboration with the Village on updating of the Metropolitan Redevelopment Area Plan (MRA) and Midtown District-related chapters and studies. upon completion, evaluate the potential to fund and implement a comprehensive Midtown District Plan in conjunction with the Economic Vitality Committee, Board and Village which could be a component of a Metropolitan Redevelopment Area plan.

Organization

1. Seek funding/study for pedestrian safety (and advocate w/NMDOT for change)
2. Research, seek and apply for grants for wayfinding projects.
3. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Capacity-Building Strategy: Grow the organizational capacity to meet the mission, sustain operations.

Tasks to be completed in FY24-25:

****See 2024 Work Plan Attached****

Indicators:

- (1) Development of taskforces and/or teams to support implementation of projects.
- (2) Workplans that identify tasks, steps and timelines for advancement of projects under the Economic Transformation and Capacity-Building Strategies (adopted ETS July 26, 2023)
- (3) Quarterly reporting on the number of businesses, civic groups, community partners and other stakeholders that collaborate/partner within Ruidoso Midtown Association helping to implement MainStreet Four Points projects;
- (4) Quarterly reports of the number of businesses and volunteers that participate in events and other Midtown revitalization activities sponsored by Ruidoso Midtown Association. Volunteer hours will be tracked as an indicator of broad-based support.
- (5) On a quarterly basis, produce quality marketing products that bring our brand alive and elevate the image of Midtown;
- (6) No less than two annual activities to attract visitors to the district. Coordinate all marketing and promotions for each activity and track all publicity received. Publicity will be tracked and quantified with a dollar value (commensurate market value);
- (7) Track participation in promotional events by area residents and tourists from outside the community;
- (8) Conceptual renderings to property owners that reflect enhanced facade improvements;
- (9) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district;
- (10) Track key statistics of jobs, new businesses, rental rate per square foot and serve as an information clearing house for this type of information;
- (11) Number of new businesses seminars that are developed and presented each year for Midtown merchants.

II. COMPENSATION

For all services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

- (1) In consideration of a biannual MOU executed July 2024 between the Village of Ruidoso, the New Mexico MainStreet Program and Ruidoso Midtown Association or other similar instruments of commitment, and in exchange for services rendered as specified in the scope of work above, the Village shall pay to the Contractor to sum of \$35,000.00 for the fiscal year 2025.
- (2) For each fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the Village.

B. Method of Payment

The Village shall pay Contractor in equal quarterly installments of \$8,750.00. The Contractor shall submit an invoice each quarter in accordance with Village procurement codes. The Village shall pay the Contractor within 30 days of receiving the invoice.

C. Other Funding

The Contractor shall diversify its funding base by collaborating with other community based organizations and shall seek funds from Village of Ruidoso, Ruidoso Lodgers Tax, state and federal sources with additional funds being raised locally through fundraising, grants, corporate sponsors, and donations (or a combination thereof).

IV. CONTRACTOR POLICIES

It is the policy of the Ruidoso Midtown Association, our MainStreet organization, to collaborate with our district businesses, community organizations, community groups, and the Village of Ruidoso to develop consistency within the district.

It is the goal of the Ruidoso Midtown Association to promote the district, to create economic transformation, and a look that will enhance the Midtown experience by following New Mexico MainStreet's Mission - develop local capacity to engage people, rebuild places and grow the entrepreneurial, creative and business environment resulting in economically thriving downtowns, greater business and employment opportunities and a higher quality of life.

Ruidoso Midtown Association is committed to using the New Mexico MainStreet's Four Point Approach. Ruidoso Midtown Association looks for projects to accelerate community appropriate revitalization. We will continue to develop educational opportunities for business owners by collaboration with ENMU-Ruidoso and the Ruidoso Valley Chamber of Commerce.

The organization will support and develop policies necessary to direct its activities and decision making process. The policies will encourage the ongoing efforts of the Village's Marketing team, Workforce Housing, Tax, Water Conservation and all other efforts that are in place to improve the quality of life.

V. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning July 1, 2024 and ending on June 30, 2025 ("Term"), unless terminated pursuant to Sections V and VI (below). The Agreement may be renewed or amended annually by consent of the Village, Contractor and New Mexico MainStreet.

VI. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. 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 AFFORPEP THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VI. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the Village at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the Village designated representative and/or Governing Body of the Village as requested.
- C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the Village and the State Auditor. The Village shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Village to recover excessive and/or illegal payments.

3. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

2. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the Village may terminate this agreement and pursue its remedies at law and equity.

3. INDEMNIFICATION

Contractor indemnifies Village of Ruidoso against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

4. APPROPRIATIONS

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

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village. The Contractor and its agents and employees 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.

6. SUBCONTRACTING

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

7. NO THIRD-PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the Village and the Contractor has no third-party beneficiaries.

8. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Village, its officers and employees, and the Village of [Local] from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to be purport to bind the Village unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contactor 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 Village.

11. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or Village employee have been followed.

12. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this 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.

13. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

14. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

15. WORKERS COMPENSATION COMPLIANCE

The Contractor agrees to comply with the 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, the Village reserves the right to terminate this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Village of Ruidoso.

17. AMENDMENT This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9th day of July, 2024.

VILLAGE

Governing Body of the Village of Ruidoso



Lynn D. Crawford - Mayor

CONTRACTOR

Ruidoso Midtown Association



Chris Stettheimer - President





Jini S. Turri, MMC
Village Clerk



RUIDOSO MIDTOWN
— A S S O C I A T I O N —
A COMMUNITY REVITALIZATION NONPROFIT

2024 Work Plan

Shelbyville MainStreet Mission & Vision

Mission: To strengthen the Ruidoso Midtown district as the center of our community through central efforts in organizations, promotions, design and economic vitality.

- **Vision:**

Strategic Direction

During the June 2023 meeting, it was identified by the board that, in order for the district to remain successful, we need to be targeting the locals and the tourist alike. The off season is a perfect time to focus on the locals, and during the peak season, public safety and wellness has become a concern. We will outline how multiple projects will serve both of these Economic Transformation Strategies.

ETS #1 Outcomes	Re-establish the district as a place for locals to eat, shop and mingle during the off seasons by helping to add to the work force
ETS #2 Outcomes	Recognizing that tourism is vital to the economic growth and stability of the district and public safety during those times
CBS Outcomes	Grow the organizational capacity to meet the mission

Strategy Implementation

Though Ruidoso Midtown Association has identified two distinct Economic Transformation Strategies, many of the organization's projects support both ETS #1 and #2, and occasionally the Capacity-Building Strategy, as well. For this reason, the annual work plan will not be organized by strategy, which would have resulted in duplicate projects being listed under multiple strategies. Instead, the projects will be grouped categorically and the strategy(s) it supports will be listed in the "Strategy Support" column (ETS1, ETS2, and/or CBS).

Ruidoso Midtown Association Annual Work Plan 2024							
Projects, Actions and Tasks	Key Performance Indicators (Metrics)	Responsibility (who)	Timeline (when)	Cost/ Revenue	Volunteer Needs	Strategy Support	Notes

(what)								
ENMU Paternship (EV)								
Business Classes	Number of students gained, numbers of work force going up, bringing in younger workers	Executive director, Dakota Monte's, Frankie Leigh Reynolds, ENMU	Possibly twice every semester	Tuition for classes TBD	Board members	ETS 1 & 2		
Hospitality Classes	More people stay in district when they feel welcomed	Executive director, Dakota Montes, Frankie Leigh Reynolds, ENMU	Before every busy season	Tuition for classes TBD	Board members	ETS 2		
Business Scholarship	Make both classes and business studies more reachable to people at the school	RMA and ENMU and RUIDOSO high school	Yearly	\$500		ETS 1&2 CBS		
Halloween/Christmas Mixer (P/EV)								
Pumpkin Roll (Halloween)	The bring the locals to the district, bring people from surrounding towns	RMA Board	Yearly	\$1200	Board	ETS 1		
Coffin Race (Halloween)	To engage the locals	RMA board	Yearly	Sponsorships from local businesses	Board	ETS 1		
Silent Auction/Raffle (Christmas)	To engage in the community, number of businesses getting together, different business every year for event	Midtown district stakeholders, RMA board	Yearly	\$1500	Board	ETS 1		

Brewdoso (D/O/P/EV)										
Vendors	Services offered, businesses served, utilization of midtown district, Number of sites sold	Promotions, Director, Organization	Yearly	Per vendor	Board, security, parking					
Ticket Sales	Number of people in town, number of people engaging in district, number of tickets sold, (vip, general, drinking, non drinking)	Promotions, VOR Parks and rec	Yearly	To be priced by VOR	Board					
Tattoo Convention Partnership	Marketing dollars to both events, cross promotion of events, how much more advertising seen by both	Design, promotions, tattoo convention partners	Yearly	TBD	Design, promotions					
Digital Billboard (D/O/P/EV)										
Event/promotion	Reach business in town, reach number of people on street, increase number in district	Design, promotions, EV	Seasonal	Tbd	Promotions, design board					
Ads	Promote businesses, sales revenue for board	EV, Promotions	Ongoing monthly subscriptions	Tbd	Board, ev					
Billboard Packages	Sales of space, sales of artwork, sales on billboard and kiosk	EV, design, promotion, the agency	Varying	Tbd	Board					
Country Club Restrooms (D/O/P/EV)										

GOVERNMENTAL COMPLIANCE (O)									
FEDERAL									
File Annual Form IRS 990	Submitted on time							CBS	
Pay payrolls taxes	Submitted on time							CBS	
STATE									
File NM Attorney General registration	Submitted on time							CBS	
Filed NM Secretary of State registration	Submitted on time							CBS	
Pay payroll taxes	Submitted on time							CBS	
NMIMS									
Execute Memorandum of Understanding (biannual)	Executed on time							CBS	
Complete annual board member & staff meeting attendance requirements	Number of required meetings attended by board and staff							CBS	
Participate in Annual Program Review & Accreditation Process	Compliance docs submitted on time; Meetings successfully arranged, and attendees solicited; number of board members in attendance; 8+ partner surveys received; Designated Main Street America Accredited program							CBS	



RUIDOSO MIDTOWN
ASSOCIATION
A COMMUNITY REVITALIZATION NONPROFIT

PO BOX 1035 | RUIDOSO, NM 88355 | 575.937.4727

www.ruidosomidtownassociation.com

Special Events

Name	Budget	Total
Brewdoso	\$20,000	
Coffin Race	\$800	
Pumpkin Roll	\$1500	
Midtown Mixer	\$1800	
Total:		\$24,100.00

Executive Director

Name	Budget	Total
Executive Director	\$35,000.00	
Total		\$35,000.00

Operating Expenses

Name	Budget	Total
Supplies, postage, print	\$2000	
Insurance/Liability	\$1000	
Professional Services/Fees	\$2500	
Travel and Conferences	\$2000	
Total:		\$7500

Name	Budget	Total
Special Events	\$24,100.00	
Executive Director	\$35,000.00	
Operating Expenses	\$7500	
Total		\$66,600.00

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: October 8, 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: October 10, 2024

RE: Village Manager's Report

ADMINISTRATION

New Mexico Mortgage Finance Authority Housing Trust Fund Grant (NMHTF) - The Village of Ruidoso was awarded a grant by the New Mexico Mortgage Finance Authority (MFA) on Housing Innovation Funds in an amount of \$1,000,000.00. Funding will support infrastructure costs related to 603 Mechem. The grant award is funded through the Housing Innovation Program made through the New Mexico Housing Trust Fund (NMHTF) Long-term rentals to be used for Ruidoso's workforce housing initiative serving households at or below 285% Area Median Income (AMI).

NMDOT Grant Award for Village Roadway Improvements Project – The Village was awarded Transportation Project Funds (TPF) for a Roadway Improvement Project. The project will include 4.9 miles of pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on White Mountain Dr., Porr Dr., Jack Little Dr., LL Davis Dr., Leon Farrar Dr. & Wingfield Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay through the use of a heater scarify process. The Village will be procuring with Cutler Repaving, Inc, through the State-Wide Price Agreement to conduct the Roadway Improvements Project.

Sierra Blanca Regional Airport Pavement Maintenance of Parallel Taxiway A, Connector Taxiway A1 and Apron Project – 14-21. The project scope of work includes eradicating the current striping and markings, conducting crack sealing, applying surface rejuvenator and replacing and applying striping and markings on project area. The Airport Manager has posted NODEUMs of times and dates when runway 6-24 and 12-30 will be closed during construction. The project timeline is scheduled for 14-21 days. The Airport Manager will be posting NODEUMs of times and dates when runway 6-24 and 12-30 will be closed during the construction.

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 Village of Ruidoso received half of the loan funding that has been obligated, an amount of \$22 Million.

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.

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. Grant agreement has been fully executed and a pre-project meeting was conducted with EDA Project Manager and Village staff.

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 10 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. White Sands Construction is working on 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. Currently 5 homes have been placed on site. 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 entryway 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. FEMA and State of New Mexico staff currently housed at the Horton Complex will be closing offices on October 21st, and at that time Village Municipal Court staff and Judge will be relocating from Village Hall to the Horton Complex.

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 museum will be opening with a ribbon cutting ceremony on October 17. The Cultural and Natural History Committee has met a few times to do event planning, and Eddie Ryan and the Parks and Recreation Department through Matt and TBone are helping with the event.
- This month was spent getting exhibits ready for the opening. Several panels and labels were written, designed, and produced.
- We have also been getting in some inventory items and display furniture for the museum gift shop.
- Stephanie met with representatives from the Jornada Research Institute about moving archeological objects to the museum from ENMU. Stephanie also visited the dig that is on-going here in Ruidoso and helped clean ceramics sherds that have been found there.

- 29 episodes of Ruidoso Rewind have aired. One more has been recorded and one more written.
- We have 339 catalog records in Past Perfect.

HO!-for Vacation Days

The Southwest's Greatest Playground

RUIDOSO SPRINGS

Lincoln County, New Mexico

El Paso To
Ruidoso Springs
135 Miles.

Roswell To
Ruidoso Springs
75 Miles.

Within Driving
Distance Of The
Wonderful Carlsbad
Caves.

Nature's Wonderland in the White Mountains

WHERE VACATION DAYS COME TRUE—days filled with good, healthful exercise of one's own choosing—swimming, horseback riding, mountaineering, trout fishing, hunting, golfing. Evenings cool and pleasant beneath the canopy of Heaven. Nights of restful sleep.

Sitting before your campfire of crackling pine, or in your cozy cabin—away from the city's worries and cares, and out of the desert's heat—with the song from the brook gurgling past, and from the whispering pines overhead; breathing the pure ozone of the mountains with its health-giving tang of pine and balsam—then's when the realities of our being reveal themselves. Inspired by the beauties of Nature, thought, winged with love, rises from a heart of gratitude, silently to commune with our Creator. Amidst an endless variety of scenic allurements in this land of virgin beauty—REST, RELAX and REFRESH yourself!

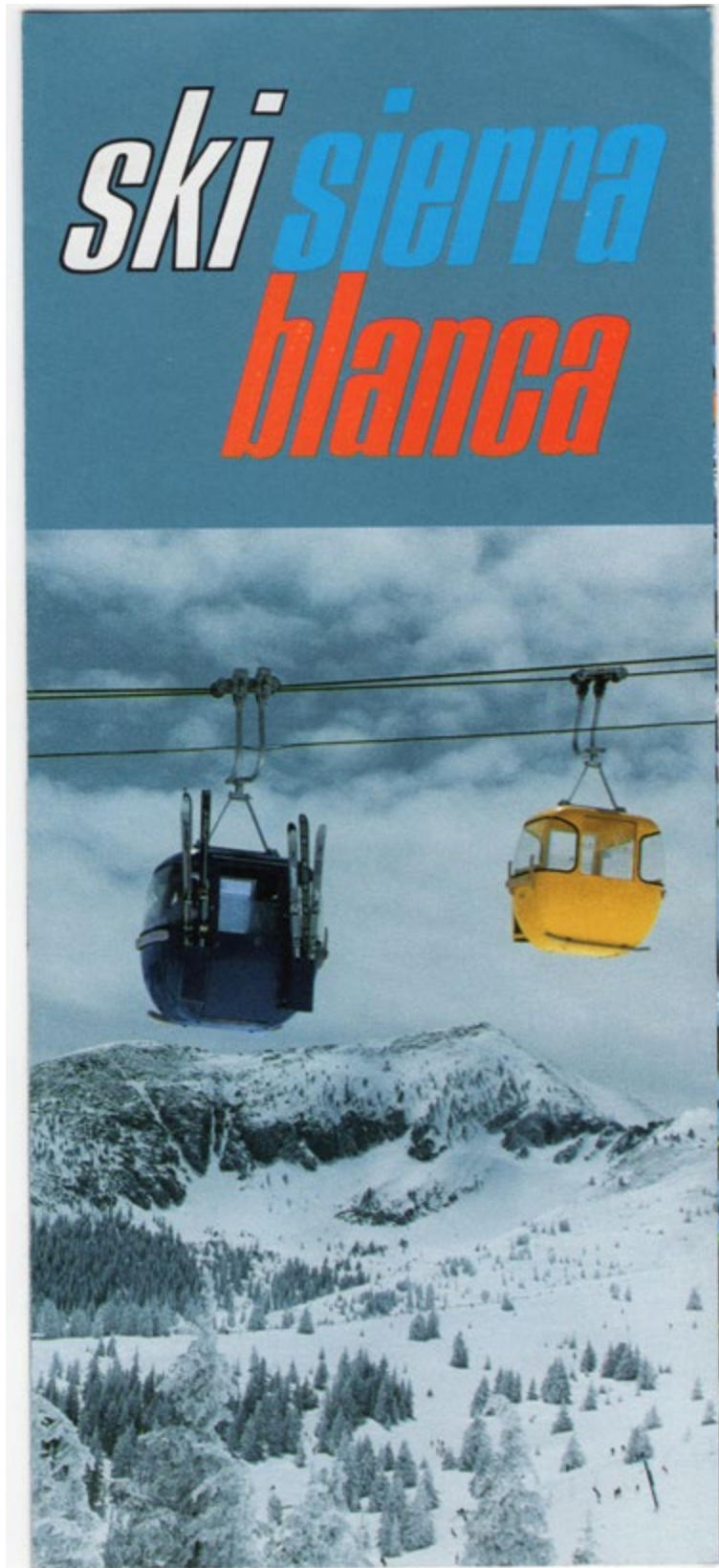
In the heart of the Lincoln National Forest, near Mescalero Indian Reservation, with good roads from all directions, Ruidoso Springs is an ideal place to spend the Summer. Good spring water, free camp grounds, stores, daily mail.

Homesites and cottages for sale or rent. All mineral rights given with each lot. Deed and abstract furnished.

H. E. CARTER CO.

Offices
RUIDOSO SPRINGS
And
306 N. Mesa Ave. El Paso, Texas

1925 ad for Ruidoso Spring Development, which is now Mid-Town Ruidoso



Brochure from Sierra Blanca Ski area before it was renamed to Ski Apache, c. 1970

AIRPORT

- ➔ September 2024 Operations & Fuel Summary:
- ➔ NOTE: Manager's Report is up to end of business on Monday, September 30, 2024.

2023 / 2024 Operations

367 /571

2023 / 2024 Jet A Fuel

19,860 / 21,248 Up 7%

2023 / 2024 100LL Fuel

2747 / 4498 Up 63.7%

- ➔ There were 7 medical transports.
- ➔ There were 36 Military Operations.
- ➔ 9/3 Airport Manager attended Council Workshop Meeting.
- ➔ 9/4 Lee, Britney, Daniel, and Anthony attended Time Entry Training with Robin and Maurice.
- ➔ 9/5 NMED Fuel Farm Inspection.
- ➔ 9/7 New 300-gallon spill cleanup cart arrived.
- ➔ 9/9 Daniel and Nicholas attended Defensive Driving class.
- ➔ 9/10 Airport Manager attended Council Meeting.
- ➔ 9/12 Airport Manager attended Capitol Projects Meeting.
- ➔ 9/12 Airport Manager attended Managers Meeting.
- ➔ 9/16 Sandia Lightwave started installation of new RFID gate and door access control system.
- ➔ 9/16 Andrew and Windstream installed new IT equipment.
- ➔ 9/17 Airport Manager attended a Meeting with Aero Tech to discuss a staging plan for reseeding operation over the burn scars.
- ➔ 9/18 Airport Manager attended Special Council Meeting.
- ➔ 9/22 – 9/27 Two Airport staff members attended ARFF training in Dallas TX. at DFW Airport.
- ➔ 9/26 Airport Manager attended Capitol Projects Meeting.
- ➔ 9/30 Airport Manager on the Radio Monday Morning with the Mayor.
- ➔ 9/30 Airport Manager and Airport Supervisor attended Pre-Construction meeting with Armstrong Consulting and American Road Maintenance with the kickoff of the Taxiway A and partial Ramp Rehabilitation Project.
- ➔ 9/30 Airport Manager attended an Airport Mechanic Contractor Inquiry Meeting with the Mayor and Ron.

- ➔ 9/30 – 10/4 Annual Automated Weather Observation System (AWOS) Inspection and Maintenance to be conducted.
- ➔ Airport Manager attended some EOC Weather Coordination Briefings.
- ➔ Airport Staff worked on grounds keeping (weather permitting).

Daily Fuel Volume Sold					
Receipt Date: 01-Sep-24 to 30-Sep-24					
Merchant Number: 7836					
Receipt Date	Avgas 100	Jet A Fuel	Avg W/S	Max W/S	Operation Day
1-Sep-24	197.4	738	7.8	12	15 Su
2-Sep-24	18.7	1635	6.7	12	17 Mo
3-Sep-24	104.7	2076	5.5	9	48 Tu
4-Sep-24	0	194	6.5	13	8 We
5-Sep-24	55.8	1236	5.9	24	5 Th
6-Sep-24	19	177	9.6	14	9 Fr
7-Sep-24	107	300	5.3	12	6 Sa
8-Sep-24	144	540	8.8	16	22 Su
9-Sep-24	133.8	1209	7.8	14	16 Mo
#####	141.4	294	9.8	15	14 Tu
#####	199.4	380	10.3	20	27 We
#####	119.4	256	12.7	25	16 Th
#####	152.2	883	9	16	18 Fr
#####	269.1	270	7.6	20	24 Sa
#####	332.7	1355	10.8	21	34 Su
#####	119	145	9.9	18	10 Mo
#####	188.8	1516	12.8	24	21 Tu
#####	209.9	573	8.4	20	17 We
#####	207.6	302	7.2	17	23 Th
#####	128	824	9.2	18	15 Fr
#####	149.5	525	9.3	18	23 Sa
#####	58.7	280	15.3	21	15 Su
#####	119.8	440	4.7	13	14 Mo
#####	112.5	190	2.8	9	14 Tu
#####	135.2	77	7.1	10	17 We
#####	358.7	239	8.4	16	25 Th
#####	65	292	4.8	10	26 Fr
#####	202.5	887	7.6	29	22 Sa
#####	314.9	1048	5.6	10	24 Su
#####	133.4	2367	7.9	15	26 Mo
	4498.1	21248			571

CLERK

- Staff coordinated with various Village of Ruidoso Departments and processed six (6) requests for public information during September 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).

- Deputy Clerk attended Red Cross Shelter training.
- Deputy Clerk completed Notary training.
- Clerk and Deputy Clerk attended the Employee Appreciation Picnic.

COMMUNITY DEVELOPMENT

Planning Commission:

A regular meeting was held on September 3, 2024. The following items were heard:

Revision of Site Plan and Concept Approval-SP 2021-203- Approval is being requested for the revision of the site plan for the development of multi-family housing complex within the C-2 Community Commercial District located at 1104 Mechem Dr., Tract 2 of the Airport Tracts. **APPROVED WITH MODIFICATIONS**

Ordinance 2024-XX, an ordinance modifying Chapter 54-Land Use, Article IV- Flood Hazard Regulations, Section 54-338-Specific Standards **RECOMMENDATION OF APPROVAL**

The next regular meeting is on October 1, 2024.

Workforce Housing Advisory Board

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

Re-Addressing Update:

A team meeting was held on September 26th to discuss current action items and next steps. Stephanie will continue the 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.

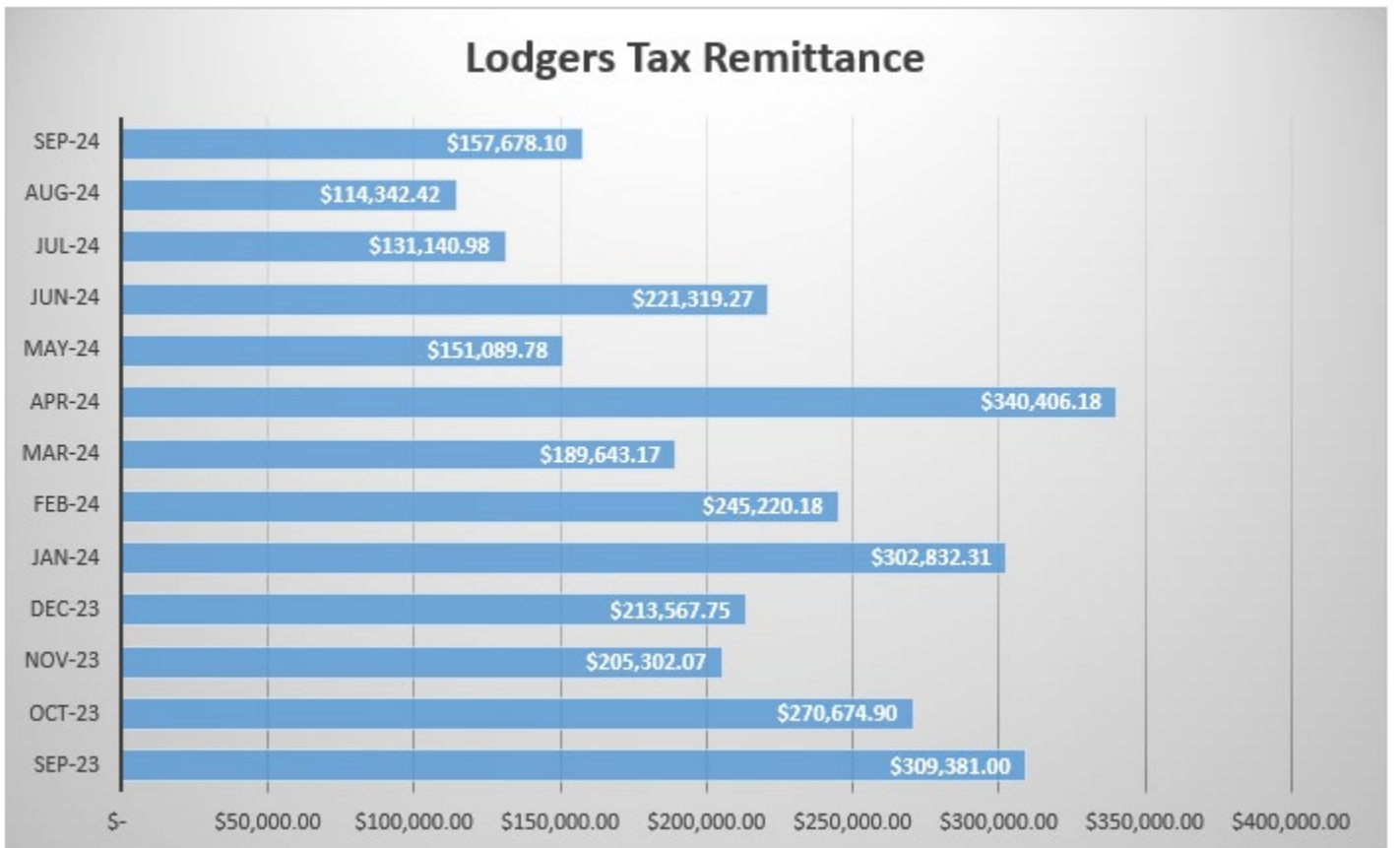
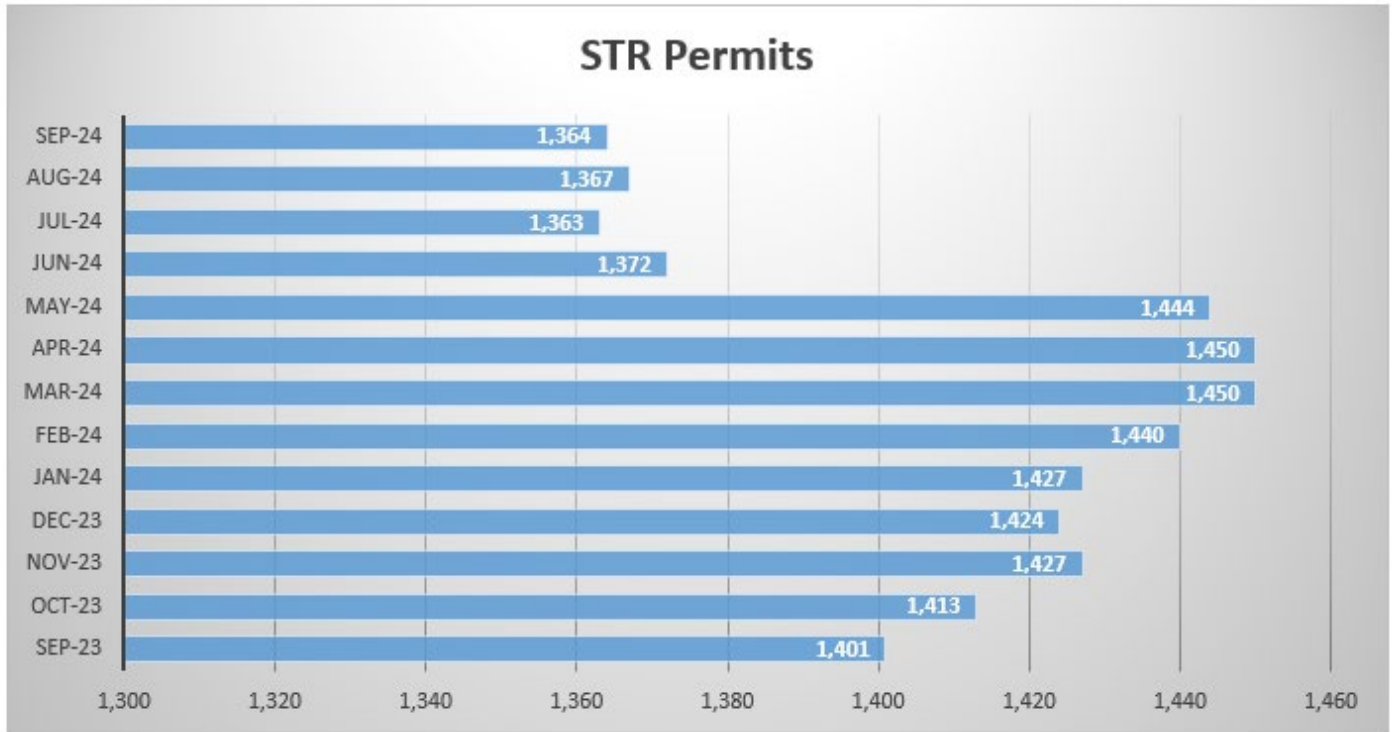
Short Term Rentals September 2024

Month Stats

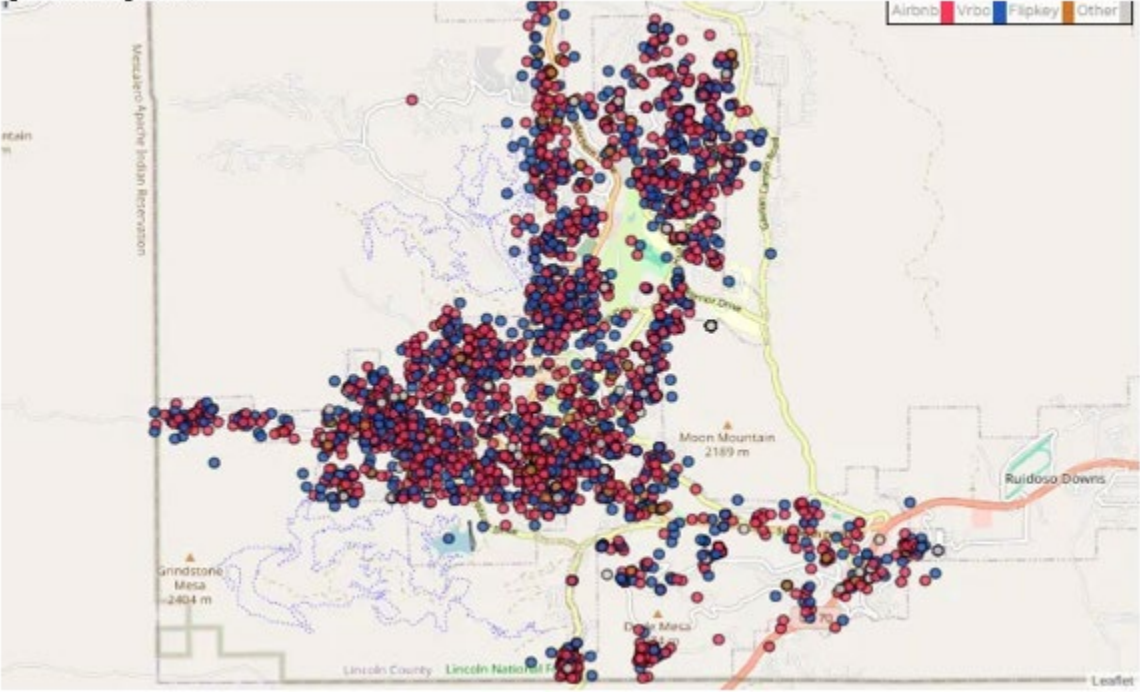
- ❖ 1,363 Active STR Properties
- ❖ 3,390 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)
- ❖ STR Permit Fees \$ 450 – Total
- ❖ STR Permit Renewal Fees \$ 3,300 – Total
- ❖ Compliance Inspections \$ \$ 1,240 – Total
- ❖ STR Business Registration Fees \$ 1,120 – Total
- ❖ Neighbor Notifications Fees \$ 2,375 – Total

Lodgers Tax

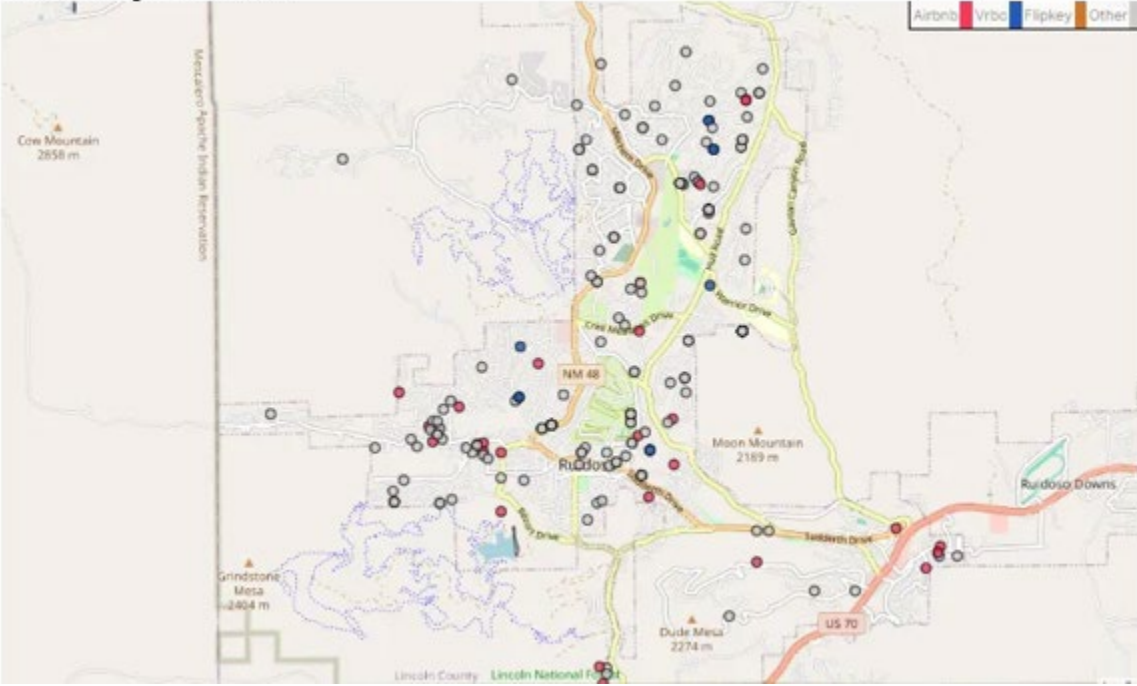
- ❖ \$ 157,678.10



Compliant Properties



Uncertain Compliance Status



Advertised Rental Size



ADR (Avg. Daily Rate)

\$246.50

▲ 0% in last 30 days

Advertised Property Type



Building Inspections and Permit Tallies

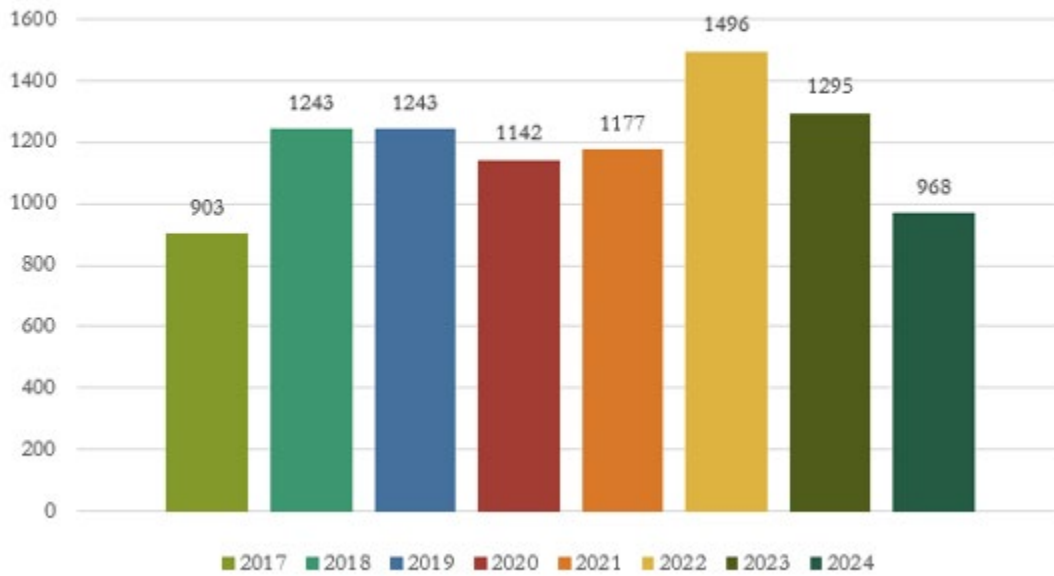
INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	F	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
GDM	20240076E	1		9/3/2024	1145	1200	106 GRANT	1							1		E/FINAL
GDM	20240255	1		9/3/2024	1310		240 EAGLE CREEK		1							1	B/FINAL (NOT READY)
GDM	20240285E	1		9/3/2024			241 EAGLE CREEK	1								1	E/FINAL
GDM	20240284P	1		9/3/2024			242 EAGLE CREEK			1						1	P/FINAL
GDM	20240285M	1		9/3/2024		1340	243 EAGLE CREEK				1					1	M/FINAL
GDM		1		9/3/2024	1400	1445	FEMA STATE & MHD ASSESSMENT PROTOCOL						1				ZOOM MEETING
MC		1		9/3/2024	1000	1010	1221 MECHEM #6				1				1		BUSINESS
MC		1		9/3/2024	1030	1040	1031 MECHEM #3				1				1		BUSINESS
MC	20230883P/M	1		9/3/2024	1310	1340	124 KING RICHARD				1				2		P/ROUGH & M/ROUGH
MC		1		9/3/2024	1345	1400	305 MOUNTAIN HIGH CIR						1			1	RED TAG
MC		1		9/3/2024	1415	1430	302 COCONINO LN						1			1	RED TAG
GDM	20240383	1		9/4/2024	1328	1332	429 PARADISE CANYON			1						1	REROOF
GDM	20240365	1		9/4/2024	1349	1353	409 OTERO			1						1	FTO
GDM	20240504	1		9/4/2024	1408	1414	152 CROWN RIDGE			1						1	FTO
GDM	20240463	1		9/4/2024	1438	1441	209 FLICKER			1						1	FTO
GDM	20240523	1		9/4/2024	1500	1504	131 BLACK FOOT			1						1	FTO
GDM	20230851E	1		9/4/2024	1512	1519	1242 LITTLE BIO HORN								1		TEMP POWER
MC	20240540P	1		9/4/2024	1300	1320	268 SANTIAGO				1					1	R/ELECTRIC
MC	20240281P	1		9/4/2024	1330	1345	1002 HIGH MESA				1					1	P/ROUGH
MC	20230991	1		9/4/2024	1400	1430	106 GRANT				1				2		P/FINAL & M/FINAL
GDM	20240545	1		9/5/2024	1817	1822	106 HEATH			1						1	FTO
GDM	20240571	1		9/5/2024	1609	1612	305 MOUNTAIN HIGH CIR			1						1	FTO
GDM	20230674	1		9/5/2024	1554		2511 SUDDERTH			1					2		P/ROUGH & TOP OUT & GAS
GDM	20230674	1		9/5/2024	1559		2511 SUDDERTH				1				1		M/ROUGH
GDM	20230599P	1		9/5/2024	1549	1552	2515 SUDDERTH				1					1	P/ROUGH
GDM	20240521	1		9/5/2024	1240	1247	414 FIFTH			1						1	SERVICE
GDM	20240561	1		9/5/2024	1527	1535	962 GAVILAN CANYON			1						1	SERVICE (CAN'T FIND)
GDM	20240152P	1		9/5/2024	1646	1651	194 CROWN RIDGE			1						1	ROUGH SLAB
GDM	20230894	1		9/5/2024	1704	1710	102 WOOD RIDGE			1						1	INSULATION
GDM	20240466			9/5/2024	1513		814 A GAVILAN CANYON			1						1	SERVICE
GDM	20240			9/5/2024	1519		814 B GAVILAN CANYON			1						1	SERVICE
GDM	20240483	1		9/5/2024	1714	1720	115 CLUB CIR			1						1	E/ROUGH
GDM	20230437	1		9/5/2024	1748	1809	251 HOMESTEAD LOOP				1					1	FRAME
GDM	20230599	1		9/6/2024	1345	1401	2515 SUDDERTH				1					1	FTO
GDM				9/6/2024	1329	1338	205 SWALLOW					1					DAMAGE ASSESSMENT W/ OFFICER SIMPSON
GDM	20230316	1		9/6/2024	1417	1428	520 B CARRIZO CANYON				1				1		FRAME (PARTIAL PASS)
GDM	20240067	1		9/6/2024	1440	1446	519 MOUNTAIN HIGH CIR				1					1	CMU
GDM	20240325	1		9/6/2024	1517	1521	244 FIRST			1						1	SERVICE
GDM	20240567	1		9/6/2024	1526	1530	106 KIRKMAN			1						1	SERVICE
GDM	20240002P	1		9/6/2024	1534		102 SLATE				1					1	P/ROUGH
GDM	20240002M	1		9/6/2024	1540		102 SLATE				1					1	M/ROUGH
GDM	20240321	1		9/6/2024	1541	1455	113 WIMBLETON				1					1	LATH
GDM	20220931P	1		9/6/2024	1549		113 COKER				1					1	P/FINAL
GDM	20220931M	1		9/6/2024		1552	113 COKER				1					1	M/FINAL
GDM	20240418	1		9/6/2024	1006/1612	1009/1615	115 VIA MADERA								1	1	SERVICE
GDM	20230879	1		9/6/2024	1619	1624	240 TIMBERLINE				1					1	BWP
GDM	20240231	1		9/6/2024	1620	1624	175 SKI RUN RD #202				1					1	M/FINAL (NO ACCESS)
GDM	20240124E	1		9/6/2024	1631		376 FORT STANTON								1		E/FINAL
GDM	20240124P	1		9/6/2024			376 FORT STANTON				1					1	P/FINAL
GDM	20240124M	1		9/6/2024			376 FORT STANTON				1					1	M/FINAL
GDM	20240124	1		9/6/2024		1638	376 FORT STANTON				1					1	B/FINAL
GDM	20240545	1		9/6/2024	1641	1644	129 PINE CONE				1						FTO

INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	I	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS-INSPECTION TYPE
GDM	20230894	1		9/6/2024		1658	102 WOODRIDGE										INSULATION REINSPECTION
GDM	20230141	1		9/6/2024		1745	440 STATE HWY 220										E/FINAL
GDM	20240518	1		9/8/2024		1756	131 SCREAMING EAGLE										SERVICE
GDM	20230599	1		9/9/2024	729	737	2515 SUDDERTH										FTO REINSPECTION
GDM	20240554	1		9/9/2024	1319	1328	400 SNOWCAP										FENCE
GDM	20220769	1		9/9/2024	1353	1409	229 SUNDANCE										CMU (PARTIAL)
GDM	20240483	1		9/9/2024	1444	1455	115 STAR GAZER										SERVICE
GDM	20240111	1		9/9/2024	1501	1517	123 WALTER HAGEN										BWP (PASS W/CORRECTIONS)
GDM	20230741E	1		9/9/2024	1540	1548	119 POJAUQUE										SERVICE (NEEDS COVER)
GDM	20230199	1		9/10/2024	727	802	2515 SUDDERTH										FTO REINSPECTION (ORD TIME)
GDM	20230674E	1		9/10/2024	1152		2507 SUDDERTH										E ROUGH
GDM	20230674	1		9/10/2024		1206	2507 SUDDERTH										FRAME
GDM	20230566	1		9/10/2024	1258		217 CUMMINGS										S/PAN (5)
GDM	20230566P	1		9/10/2024		1314	217 CUMMINGS										GAS
GDM	20240055	1		9/10/2024	1319	1324	214 EXCALIBUR										CMU
GDM	20240427	1		9/10/2024	1356	1400	107 LOST MOUNTAIN										FTO
GDM	20240002	1		9/10/2024	1414		102 SLATE										E ROUGH
GDM	20240002	1		9/10/2024		1420	102 SLATE										FRAME
GDM	20230796	1		9/10/2024	1437	1440	110 TOPSIDE										SERVICE
GDM	20240560	1		9/10/2024	1659	1710	125 GAVILAN CANYON										SHED (W/CORRECTIONS - WE APPROVED WRONG PLANS)
GDM	20230565	1		9/10/2024	1510	1515	1280 HIGH MESA										S/PAN
GDM	20220333E	1		9/10/2024	1519	1525	225 EL CAMINO										E/FINAL
GDM	20240578	1		9/10/2024	1537	1690	149 SADDLEBACK										PHOTO VOLTAIC
GDM	20240540	1		9/10/2024	1619	1630	268 SANTIAGO										FTO
GDM	20240524	1		9/10/2024	1635	1640	300 VISA RIO BONITO										FTO (NO ACCESS)
GDM	20240384	1		9/11/2024	1100	1107	219 NOGAL										FTO
GDM	20230306	1		9/11/2024	1140	1154	2535 SUDDERTH										B/FINAL (PARTIAL - NEEDS NEW PLOT, NO OCCUPANCY YET)
GDM	20240321	1		9/11/2024	1117	1130	113 WIMBLETON										LATH REINSPECTION
GDM	20240076	1		9/11/2024	1158	1203	106 GRANT										B/FINAL (INSULATION NOT DONE ENOUGH)
GDM	20240381	1		9/11/2024	1213	1217	129 SQUAW TRL										PHOTO VOLTAIC SERVICE
GDM	20240308	1		9/11/2024	1409	1420	303 RACQUET #23										FTO
GDM	20230879	1		9/11/2024	1430	1435	240 TIMBERLINE										RWP REINSPECTION
GDM	20240580	1		9/11/2024	1522	1530	125 GAVILAN CANYON										SERVICE
GDM	20230656	1		9/11/2024	1457	1505	1280 HIGH MESA										S/PAN REINSPECTION
GDM	20240446	1		9/11/2024	1546	1553	136 LUPINE LOOP										FTO
GDM	20240535	1		9/12/2024	1143	1150	106 HEATH										FRONT DECK FRAME
GDM	20230928	1		9/12/2024	1303		136 N EAGLE										GAS
GDM	20230928	1		9/12/2024			136 N EAGLE										P/FINAL
GDM	20230928M	1		9/12/2024			136 N EAGLE										M/FINAL (NOT READY)
GDM	20230928E	1		9/12/2024			136 N EAGLE										E/FINAL (NOT READY)
GDM	20230928	1		9/12/2024		1315	136 N EAGLE										B/FINAL (NOT READY)
GDM	20240340	1		9/12/2024	1321	1330	203 JACK LITTLE										DECK & FENCE
GDM	20240483	1		9/12/2024	1406		115 STAR GAZER										E/FINAL
GDM	20240483	1		9/12/2024		1415	115 STAR GAZER										B/FINAL
GDM	20240439	1		9/12/2024	1421	1430	140 BUTCH BAIRD										CMU (PARTIAL)
GDM	20210641	1		9/12/2024	1521	1602	142 MESA HEIGHTS										B/FINAL
GDM	20230493	1		9/12/2024	1457	1503	229 STATE HWY 220										SERVICE (NEED PLAN CHECK REQUEST)
GDM	20240321	1		9/13/2024	1037	1045	113 WIMBLETON										LATH (PARTIAL)
GDM	20240440	1		9/13/2024	1051	1100	2515 SUDDERTH										FTO (PARTIAL)
GDM	20240328	1		9/13/2024	1118	1125	813 CARRIZO CANYON										FIREWALL
GDM		1		9/13/2024	1032	1146	134 FERN TRL										DAMAGE INSPECTION
GDM	20240067	1		9/13/2024	1228	1235	519 MOUNTAIN HIGH CIR										CMU (PARTIAL)
GDM	20240589	1		9/13/2024	1242	1248	213 BARCUS										FTO
GDM	20240570	1		9/13/2024	1242	1255	217 HEMLOCK										SERVICE
GDM	20240354	1		9/13/2024	1305		509 WHITE MOUNTAIN MEADOWS										SLAB (PASS W/CORRECTIONS)
GDM	20240502	1		9/13/2024		1322	509 WHITE MOUNTAIN MEADOWS										TEMP POWER
GDM	20240308	1		9/13/2024	1332	1350	303 RACQUET #24										STEEL REINSPECTION
GDM	20240583	1		9/13/2024	1536	1540	118 VIA MADERA										SERVICE
GDM	20230565	1		9/13/2024	1405	1410	1280 HIGH MESA										S/PAN REINSPECTION
GDM	20240348	1		9/13/2024	1350	1355	118 AUGUSTA										FINAL
GDM	20240434	1		9/13/2024	1411	1415	120 WHITE CT										CMU
GDM	20240415	1		9/13/2024	1422	1425	135 WALTER HAGEN										TEMP POWER
GDM	20240411	1		9/13/2024	1427	1430	160 WALTER HAGEN										TEMP POWER
GDM	20230635E	1		9/13/2024	1509	1512	136 KREUZER										E/FINAL
GDM	20240331	1		9/13/2024	1444	1500	101 HOLDEN										SLAB & CMU
GDM	20230674	1		9/16/2024			2507 SUDDERTH										FRAME REINSPECTION
GDM	20240396	1		9/16/2024			109 MOUNTAIN DR										DECK
GDM	20240534	1		9/16/2024			122 DAVIS										FTO
GDM	20240538	1		9/16/2024			124 DAVIS										FTO
GDM	20240199	1		9/16/2024			105 S MOUNTAIN BREEZE										SERVICE
GDM	20240281	1		9/16/2024			1002 HIGH MESA										FRAME
GDM	20240462	1		9/16/2024			104 MOON DANCE										SLAB
GDM	20230795	1		9/16/2024			109 LAVENDER										B/FINAL
GDM	20240027	1		9/16/2024			118 BEN HOGAN										INSULATION
GDM	20230756	1		9/17/2024	1044	1050	200 W RIVERSIDE										LATH
GDM	20240619	1		9/17/2024	1059	1110	302 FOREST										FTO (PASS W/CORRECTIONS)
GDM	20230879E	1		9/17/2024	1243	1255	240 TIMBERLINE										E ROUGH
GDM	20240354	1		9/17/2024	1327	1340	509 WHITE MOUNTAIN										SLAB (PASS W/CORRECTIONS)

INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	F	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
GDM	20240537	1		9/17/2024	1350	1419	204 BROKEN ARROW		1						1		SHED
GDM	20240547	1		9/17/2024	1353	1358	106 BUCKNER		1						1		SERVICE
GDM	20240497	1		9/17/2024	1430	1455	203 TOBBOGAN TRL		1			1					FRAME (CONSULTATION FIRE)
GDM	20240378	1		9/17/2024	1512	1519	183 CROWN RIDGE		1						1		FTG
GDM	20230992P	1		9/17/2024	1527	1545	102 MULLIGAN			1							GAS (NOT READY)
GDM	20240600	1		9/17/2024	1606	1610	110 SAN FELIPE		1								TEMP POWER
GDM	20240602	1		9/17/2024	1616	1620	156 SUN VALLEY		1								ROOF
GDM	20230883E			9/18/2024	1028	1035	124 KING RICHARD		1						1		E ROUGH
GDM	20240537			9/18/2024	1053	1105	204 BROKEN ARROW		1								B FINAL
GDM	20240101			9/18/2024	1120	1125	805 HIGH MESA		1							1	B FINAL
GDM	20240612			9/18/2024	1153	1200	114 LONE MESA		1								MHD SERVICE
GDM	20210883			9/19/2024	1255	1300	124 KING RICHARD		1							1	LATH
GDM		1		9/19/2024	1345	1352	1111 MECHEM					1					COMMERCIAL BLDG CONSULTATION
GDM	20230992E	1		9/19/2024	1350	1400	102 MULLIGAN		1							1	TEMP TO PERM
GDM	20240402	1		9/19/2024	1323		112 WATER SPIRIT		1								FTG
GDM	20240404	1		9/19/2024		1330	114 WATER SPIRIT		1							1	FTG (PASS W CORRECTIONS)
GDM	20240407	1		9/19/2024	1335	1340	101 DREAM CATCHER			2						2	SLAB & FTG (PASS W CORRECTIONS)
GDM	20240596	1		9/19/2024	1110		2525 SUDDERTH				2						P ROUGH & TOP OUT
GDM	20240637	1		9/19/2024		1130	2525 SUDDERTH		1								E ROUGH
GDM	20240637	1		9/19/2024	1410		2525 SUDDERTH		2								E FINAL & SERVICE
GDM	BUSINESS	1		9/19/2024		1420	2525 SUDDERTH				1						BUSINESS
GDM	20240002	1		9/20/2024	1018	1025	102 SLATE		1								INSULATION
GDM	20240520	1		9/20/2024	1456	1500	139 PINE TRL		1								SERVICE
GDM	20240134	1		9/20/2024	1410	1415	307 BRADY CANYON		1								SERVICE
GDM	DAMAGE ASSESSMENT	1		9/20/2024	1100	1140	166 MUSKETBALL						1				DAMAGE ASSESSMENT
GDM	20240281	1		9/20/2024	1431	1437	1002 HIGH MESA		1								WINDOWS (PASS W CORRECTIONS)
GDM	20240111	1		9/20/2024	1452	1500	123 WALTER HAGEN		1							1	LATH
GDM	BUSINESS	1		9/20/2024	1544	1551	306 CREE MEADOWS					1					BUSINESS
GDM	RED TAG	1		9/20/2024	1527	1556	501 CARRIZO CANYON						1				GRADING (NO RED TAG ISSUED - COUNTY WORK)
MC	20230974P.M	1		9/20/2024	1309	1339	406 SNOWCAP			1	1					2	P FINAL & M FINAL
MC	20240319	1		9/20/2024	1345	1400	311 PINE		1							1	PLACEMENT
MC		1		9/20/2024	1410	1430	1803 SUDDERTH				1						BUSINESS
GDM	20240446	1		9/23/2024	1038	1045	136 LUPINE LOOP		1							1	CMU
GDM	20230320	1		9/23/2024	1059		117 PINECREST		1								DECK
GDM	20240085	1		9/23/2024		1110	117 PINECREST		1								B FINAL FRAME
GDM	20230978	1		9/23/2024	1146	1150	606 WHITE MOUNTAIN		1								S PAN
GDM	20220911	1		9/23/2024	1123	1130	113 COKER		1								E FINAL
GDM	20230191	1		9/23/2024	1313	1325	270 CEDAR CREEK		1							1	E FINAL
GDM	20230796	1		9/23/2024	1134	1145	110 TOP SIDE		1								E FINAL
GDM	20240248	1		9/23/2024	1335	1341	135 MOON DANCE		1								SLAB
GDM	20240439	1		9/23/2024	1346	1352	140 BUTCH BAIRD		1								CMU
GDM	20240289	1		9/23/2024	1413	1420	1097 STATE HWY 48		1								LATH
GDM	20220634	1		9/24/2024	1008	1022	640 EXCALIBUR		1								FRAME
GDM	20230756	1		9/24/2024	1030	1045	200 W RIVERSIDE		1								FRAME (PASS W CORRECTIONS)
GDM	20240577	1		9/24/2024	1110	1205	1108 HULL		1								DECK
GDM	20230437	1		9/24/2024	1310	1320	251 HOMESTEAD LOOP		1								INSULATION
GDM	DAMAGE ASSESSMENT	1		9/24/2024	1330	1430	874 & 876 STATE HWY 48						1				FIRE DAMAGE
GDM	20230992E	1		9/24/2024	1327		102 MULLIGAN		1							1	SERVICE
GDM	20230992P	1		9/24/2024			102 MULLIGAN				1						P FINAL
GDM	20230992M	1		9/24/2024		1350	102 MULLIGAN				1						M FINAL
GDM	20240500	1		9/24/2024	1449	1508	135 WALTER HAGEN		1								FTG
GDM	20240111	1		9/24/2024	1436	1445	123 WALTER HAGEN		1								LATH
GDM	20240540	1		9/24/2024	1524	1530	268 SANTIAGO		1								SLAB
MC		1		9/24/2024	900	930	2501 SUDDERTH				1						BUSINESS
MC		1		9/24/2024	1090	1030	113 JOE								1		STR
MC		1		9/24/2024	1045	1115	612 MAIN								1		STR
MC		1		9/24/2024	1120	1150	112 BEAR CREEK								1		STR
MC		1		9/24/2024	1300	1330	118 SPRUCE								1		STR
MC		1		9/24/2024	1345	1415	124 SOCORRO								1		STR
MC		1		9/24/2024	1420	1450	150 APACHE HILLS								1		STR
MC		1		9/24/2024	1500	1530	135 N WILLOW								1		STR
MC		1		9/24/2024	1540	1620	321 GRANITE								1		STR
MC		1		9/24/2024	1630	1700	122 PAT THOMPSON								1		FRAME
GDM	20220624	1		9/25/2024	1017	1045	640 EXCALIBUR		1								FRAME
GDM	20240456	1		9/25/2024	1100	1105	320 LA LUZ		1								FRAME
GDM	20230346	1		9/25/2024	1112	1120	113 PAT THOMPSON		1								CMU FTG (NO PLANS NOT READY)
GDM	20230974E	1		9/25/2024	1127	1132	406 SNOWCAP		1							1	TEMP TO PERM
GDM	20240642	1		9/25/2024	1233	1240	325 HEMLOCK		1								SERVICE
GDM	20230825	1		9/25/2024	1254	1300	319 LL DAVIS		1								PHOTO VOLTIC FINAL
GDM	20230634	1		9/25/2024	1309	1320	222 SANDIA		1								B FINAL
GDM	20240597	1		9/25/2024	1329	1333	210 BRENTWOOD		1								DEMO
GDM	20240105	1		9/25/2024	1336	1340	134 WATER SPIRIT		1								S PAN
GDM	20240500	1		9/25/2024	1352	1400	135 WALTER HAGEN		1								FTG REINSPECTION
GDM	20240584	1		9/26/2024	1039	1045	218 NOGAL		1								DECK FRAME FINAL
GDM	20240631	1		9/26/2024	1056	1100	111 UMBRELLA		1								DECK FTG
GDM	20230832	1		9/26/2024	1111	1115	204 SUNRISE		1								S PAN
GDM	20230731	1		9/26/2024	1153	1200	139 MERLYN		1								FRAME

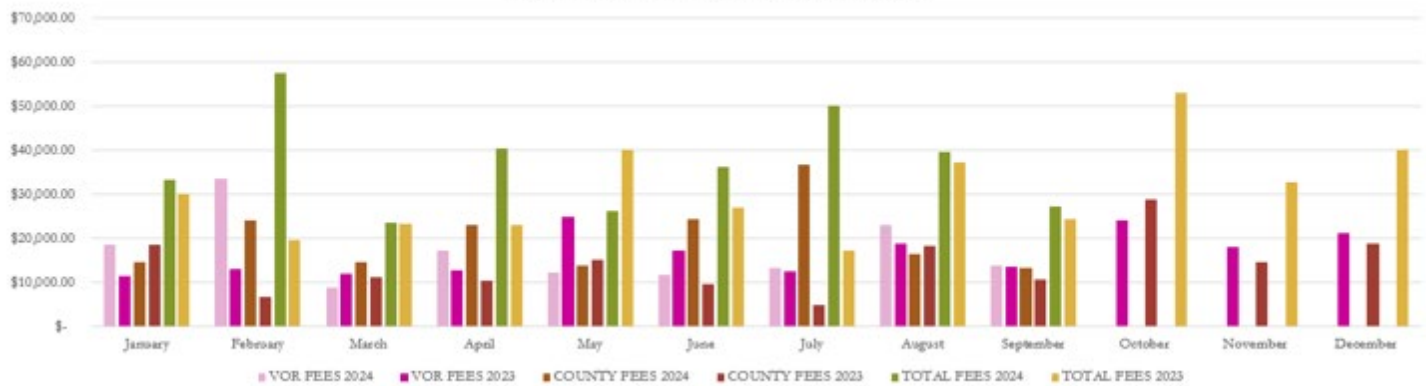
INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
GDM	20240647	1		9/26/2024	1118	1122	205 OAK GROVE	1							1		SERVICE
GDM	20240427	1		9/26/2024	1256	1300	107 LOST MOUNTAIN		2						1		B-FINAL & DECK FINAL
GDM	20230796	1		9/26/2024	1321	1325	110 TOP SIDE			1							B-FINAL
GDM	20240908	1		9/26/2024	1421	1426	303 RACQUET			1							CMU
GDM	20240643	1		9/26/2024	1411	1415	210 COCONINO	1									SERVICE
GDM	20230910	1		9/26/2024	1432	1440	270 CEDAR CREEK		1								B-FINAL (PARTIAL PASS)
GDM	20240941E	1		9/26/2024	1510		119 POJAUQUE	1									TEMP TO PERM
GDM	20230741M	1		9/26/2024			119 POJAUQUE				1						M-FINAL
GDM	20230741P	1		9/26/2024		1520	119 POJAUQUE				1						P-FINAL
GDM	2023755	1		9/26/2024	1531	1536	353 SANDESTA										GAS SERVICE
GDM	RED TAG WARNING	1		9/26/2024	1339	1349	1200 SUDDERTH						1				WARNING TO COMPLY BEFORE RED TAG
GDM	20240208	1		9/27/2024	1317	1322	452 PARADESE CANYON			1							ASA
GDM	20230674	1		9/27/2024	1415	1425	2507 SUDDERTH			1							INSULATION
GDM	DAMAGE	1		9/27/2024	1335	1355	662 SUDDERTH					1					DAMAGE
GDM	20240628	1		9/27/2024	1432	1438	1214 MECHEM			1							FTO
GDM	20220933	1		9/27/2024	1017	1058	225 EL CAMINO			1							B-FINAL
GDM	20240604	1		9/27/2024	954	958	102 WATER SPIRIT	1									TEMP POWER
GDM	20240606	1		9/27/2024	1002	1006	102 DREAM CATCHER										TEMP POWER
GDM	20240607	1		9/27/2024	1008	1011	104 MOON DANCE										TEMP POWER
GDM	20240204	1		9/27/2024	1120	1140	216 LEE TRVINO		2								SLAB & LOWER FTO
GDM	20230798	1		9/27/2024	1146	1152	119 ANTLER			1							LATH
GDM	20230141	1		9/27/2024	1202	1243	440 AIRPORT			1							B-FINAL (PARTIAL PASS - TEMP OCCUPANCY 120 DAYS)
GDM	20240540	1		9/27/2024	1248	1254	268 SANTIAGO			1							PAD NORTH SIDE
GDM	20240658	1		9/27/2024	1326	1331	302 MECHEM			1							SERVICE CHANGE
GDM	20240618	1		9/30/2024	1411	1415	140 CROOKED STICK			1							FTO
GDM	20240253	1		9/30/2024	1421	1430	108 CHAMISA			1							E-ROUGH
GDM	20230724	1		9/30/2024	1445	1452	123 PORR			1							B-FINAL REDINSPECTION
GDM	20230978E	1		9/30/2024	1349	1354	606 WHITE MOUNTAIN MEADOWS			1							TEMP TO PERM SERVICE
TOTALS		31	171					58	126	368	4	24	12	24	182	46	

Building Permit Issued Comparison 2018 to Present



Number of Permits Issued 2023 vs 2024		
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	183
October	144	
November	81	
December	121	
TOTAL	1295	968

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	\$ 57,631.39	\$ 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	\$ 39,636.97	\$ 37,224.36	\$ 2,691,420.19	\$ 4,058,135.50
September	\$ 13,925.33	\$ 13,582.58	\$ 13,313.77	\$ 10,770.85	\$ 27,239.10	\$ 24,353.43	\$ 2,487,435.20	\$ 2,476,171.15
October		\$ 24,115.33		\$ 28,931.31	\$ -	\$ 53,046.64		\$ 6,370,781.68
November		\$ 18,013.09		\$ 14,759.70	\$ -	\$ 32,772.79		\$ 3,761,376.29
December		\$ 21,157.49		\$ 18,907.99	\$ -	\$ 40,065.48		\$ 4,824,885.89
TOTAL PERMITS	\$ 152,568.36	\$ 199,953.17	\$ 181,817.27	\$ 168,106.79	\$ 334,385.63	\$ 368,059.96	\$ 46,330,690.81	\$ 37,065,058.65

Business Registrations Issued:

NEW BUSINESS REGISTRATION SEPTEMBER 2024			
CASE #	NAME	LOCATION	BUSINESS TYPE
BR2024-260	GODS GIFTS LANDSCAPING, LLC	OUT OF TOWN	LANDSCAPING
BR2024-261	A&M BUSINESS INTERIOR SERVICES, LLC	OUT OF TOWN	INSTALL OF COMMERCIAL FURNITURE
BR2024-264	MY WILD BLOSSOMS, LLC	1031 MECHEM DR.	HEALTH, BEAUTY AND FITNESS EXERCISE
BR2024-265	GOWDY UNDER PRESSURE	HOME OCCUPATION	POWER WASHING
BR2024-266	REYNA'S CARNIVAL EATS & DELIGHTFUL TREATS	OUT OF TOWN	FOOD TRUCK VENDOR/WINGFIELD ONLY
BR2024-267	JONI'S CLEANING SERVICES	HOME OCCUPATION	CLEANING SERVICES
BR2024-268	TANSATION	1009 MECHEM DR. SUITE 2	TANNING SALON
BR2024- 269	LOETH, LLC	HOME OCCUPATION	OUTFITTER, HUNTING GUIDE
BR2024-270	DYNAMIC DOOKIE CORP	HOME OCCUPATION	SEPTIC PUMPING & SERVICE
BR2024-272	RAWH	HOME OCCUPATION	HANDYMAN SERVICES
BR2024-273	D&R CONSTRUCTION	OUT OF TOWN	HANDYMAN SERVICES
BR2024-274	DESERT OPAL & FINE JEWELRY	2501 SUDDERTH DR.	JEWELRY STORE
BR2024-275	DRC EMERGENCY SERVICES, LLC	OUT OF TOWN	EMERGENCY DISASTER SERVICES
BR2024-276	SWEETLYFE dba JUST GELATO	2525 SUDDERTH DR.	GELATO/ICE CREAM
BR2024-278	LAWN WARRIORS, LLC	HOME OCCUPATION	LAWN MAINTENANCE
BR2024-279	Z'S BUD BOARD SMOKESHOP, LLC	326 A SUDDERTH DR.	RETAIL SMOKESHOP
BR2024-280	Z'S BUD BOARD, LLC	326 A SUDDERTH DR.	CANNABIS DISPENSARY
BR2024-281	BONNELL SAND & GRAVEL	OUT OF TOWN	GRAVEL, LOT CLEAN UP
BR2024-283	BUTLER SERVICES	HOME OCCUPATION	HOUSEKEEPING

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Sept. 7-8, 2024	Low Class Car Show	600
Sept. 11-12, 2024	NM Vegetation Management Assn.	100
Sept. 13, 2024	12 th Judicial Bar Assn.	60
Sept. 14, 2024	Bre's Quinceanera	160
Sept. 19, 2024	Colonias Board Meeting	10
Sept. 20, 2024	The Door Church	150
Sept. 20-21, 2024	NM Dental Assn.	40
Sept. 21-22, 2024	Armstrong McCall	35
Sept. 24, 2024	Red Cross Shelter Training	30
Sept. 27-29, 2024	NM Fire Conference	250

Upcoming Events

1. Martinez Quinceanera Oct. 5
2. NM 4X4 Rally Oct. 10-13
3. Academic Awards Banquet Oct. 16
4. Lindly Wedding/Rehearsal Dinner Oct. 18-19
5. NM Emergency Managers Conference Oct. 21-24
6. Jehovah's Witness Assembly Oct. 26-27
7. Rotary Enchilada Dinner & Bingo Oct. 29

TOURISM



**Q1 FY 24/25 Manager's
Report - Tourism**



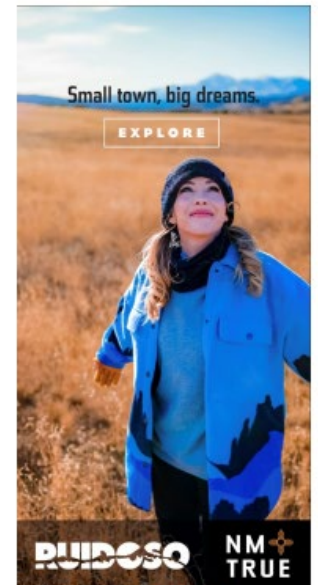
Mark Stambaugh

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.

Q1 CO-OP CREATIVE



Red Chile



Q1 OUT OF HOME



Mountain coasting.

RUIDOSO
NEW MEXICO
DiscoverRuidoso.com



RUIDOSO
NEW MEXICO

#RuidosoStrong
DiscoverRuidoso.com



ASPEN FEST
October 5, 2024
Parade • Live Music • Fun

VILLAGE OF
RUIDOSO
NEW MEXICO
DiscoverRuidoso.com



Under a
Mountain Sky

Weekly FREE Summer Outdoor Music Series

discover
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NEW MEXICO
DiscoverRuidoso.com



Golden hour.

RUIDOSO
NEW MEXICO
DiscoverRuidoso.com

Q1 EVENTS: JULY-SEPT 2024



Q1 EVENTS: JULY-SEPT 2024

under a mountain sky
A new series created 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 Lesing	July 5
Ponderosa Grove	July 12
Jesse Dayton	July 18
Clayton Landius	July 28
Joey Cron	August 2
Max Gomez	August 9
Nathan Graham	August 15
Zach Aaron	August 22

Discover Ruidoso
Dora Dee Cabins
DiscoverRuidoso.com

CHUCKWAGON COOKOUT & DRONE SHOW

8th AUGUST 24, 2024 AT WINGFIELD PARK

12:00 PM - 5:00 PM - LIVE MUSIC
WITH ERICA PERRY HAMILTON, MAMMOTH COLTS, & 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**

DiscoverRuidoso.com

AUGUST 31 2024

LOS PESCADORES
Del Rio Conchos

PEPE TOVAR
LA REUNION NORTEÑA

Wingfield Park

DiscoverRuidoso.com



C10 TRUCK SHOW
September 7, 2024
Wingfield Park

DiscoverRuidoso.com

MOTOR MOUNTAIN WEEKEND
RUIDOSO

MOTOR MOUNTAIN WEEKEND IN RUIDOSO
SEPTEMBER 20-21, 2024

DiscoverRuidoso.com



RUIDOSO
NEW MEXICO

THE Agency
MARKETING COMMUNICATIONS

Q1: SOCIAL

September



July



August



Q1: DIGITAL



Golden hour.



DiscoverRuidoso.com

Ski New Mexico



We're open!

#RuidosoStrong



DiscoverRuidoso.com



Still we rise.



DiscoverRuidoso.com

Military – Ft Bliss & HAFB

Go-NewMexico

Q1: EMAIL

VILLAGE OF RUIDOSO NEW MEXICO

Volume XXXV • July 2024

INSIDER

Special Digital Edition

This is a special digital edition of the Ruidoso Insider. Due to the ongoing wildfire and flooding in the area, we wanted to be able to bring you the latest news regarding the Esas, the Doods, and the successes that are available to those directly affected.

Message from the mayor



Mayor Lynn Crawford

In his June 2024 message, Mayor Lynn Crawford reflects on Ruidoso's resilience amid recent wildfires and ongoing challenges. Emphasizing community strength, he assures support for recovery efforts and addresses rising insurance concerns. Updates on housing developments and workforce accommodations underscore proactive steps forward. Mayor Crawford applauds Village Council and staff for their dedication and urges continued positivity and hospitality toward visitors and essential workers. He invites community engagement via local radio and emphasizes unity in rebuilding efforts.

[Read more.](#)

Village Council Monthly Report

July

RUIDOSO NEW MEXICO

Embracing Resilience and Looking Ahead



Dear Residents and Visitors,

As we navigate the aftermath of the wildfires and the ongoing risk of flash flooding, our hearts are with each and every one of you. The strength and spirit of our community make Ruidoso an extraordinary place, and we want to ensure you feel safe, informed, and uplifted during these times.


We are here to support you, making sure that both our residents and visitors can continue to enjoy the beauty and warmth of our village while staying safe.

Thank you for being part of our resilient community. Stay safe, stay connected, and let's look out for one another!

August

RUIDOSO NEW MEXICO

Fall Adventures & Community Spirit



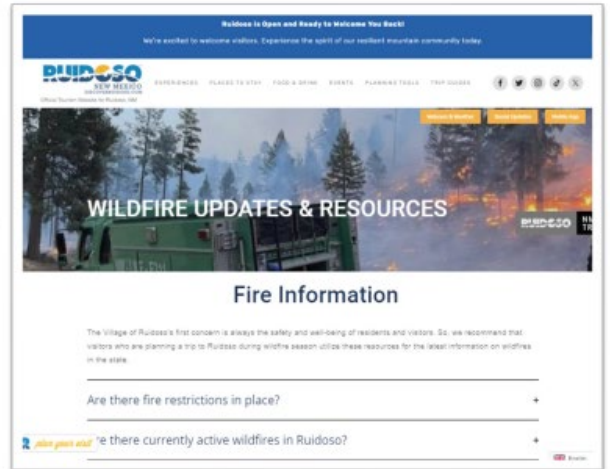
Dear Residents and Visitors,

From lively local events to bustling shops and eateries, Ruidoso is open and ready to welcome you with open arms. As our community recovers and rebuilds, we invite you to join us in creating new memories while helping Ruidoso thrive!

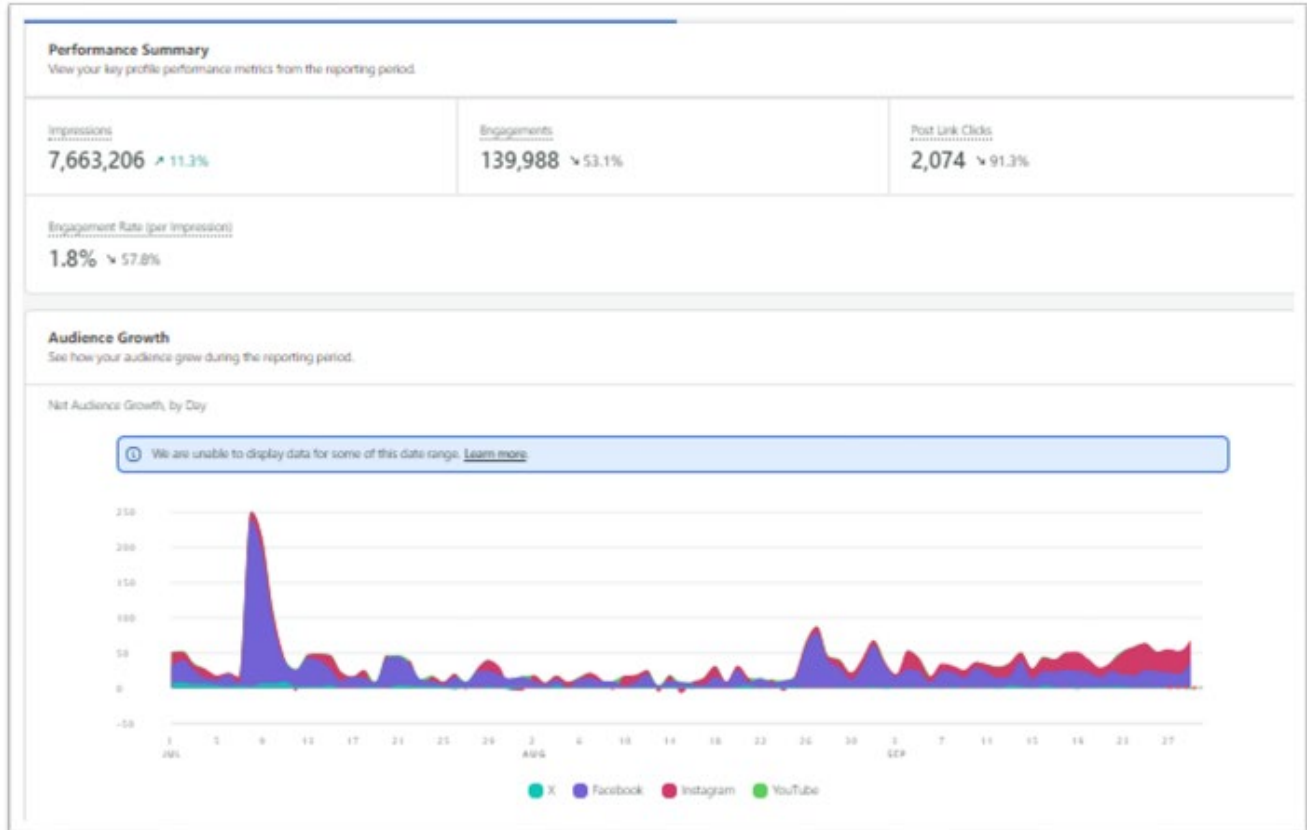
Start planning your trip today at [DiscoverRuidoso.com](#)

September

Q1: WEBSITE

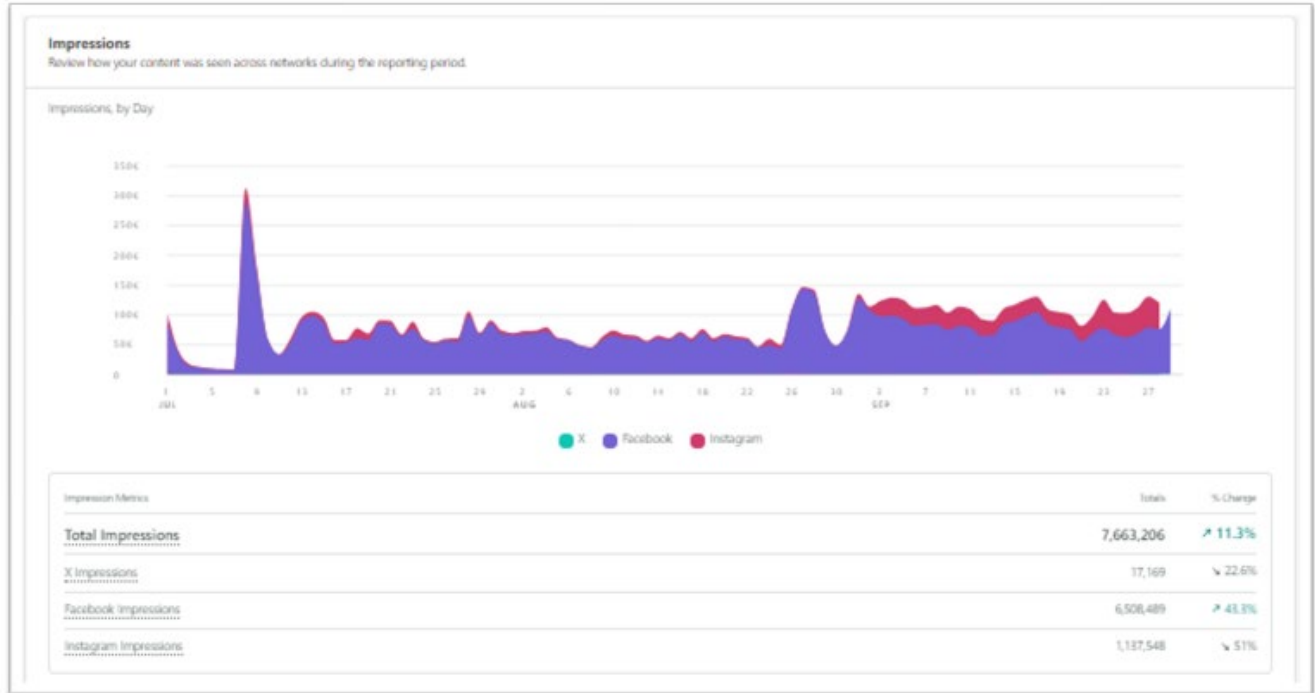


SOCIAL OVERVIEW: JULY – SEPT 2024



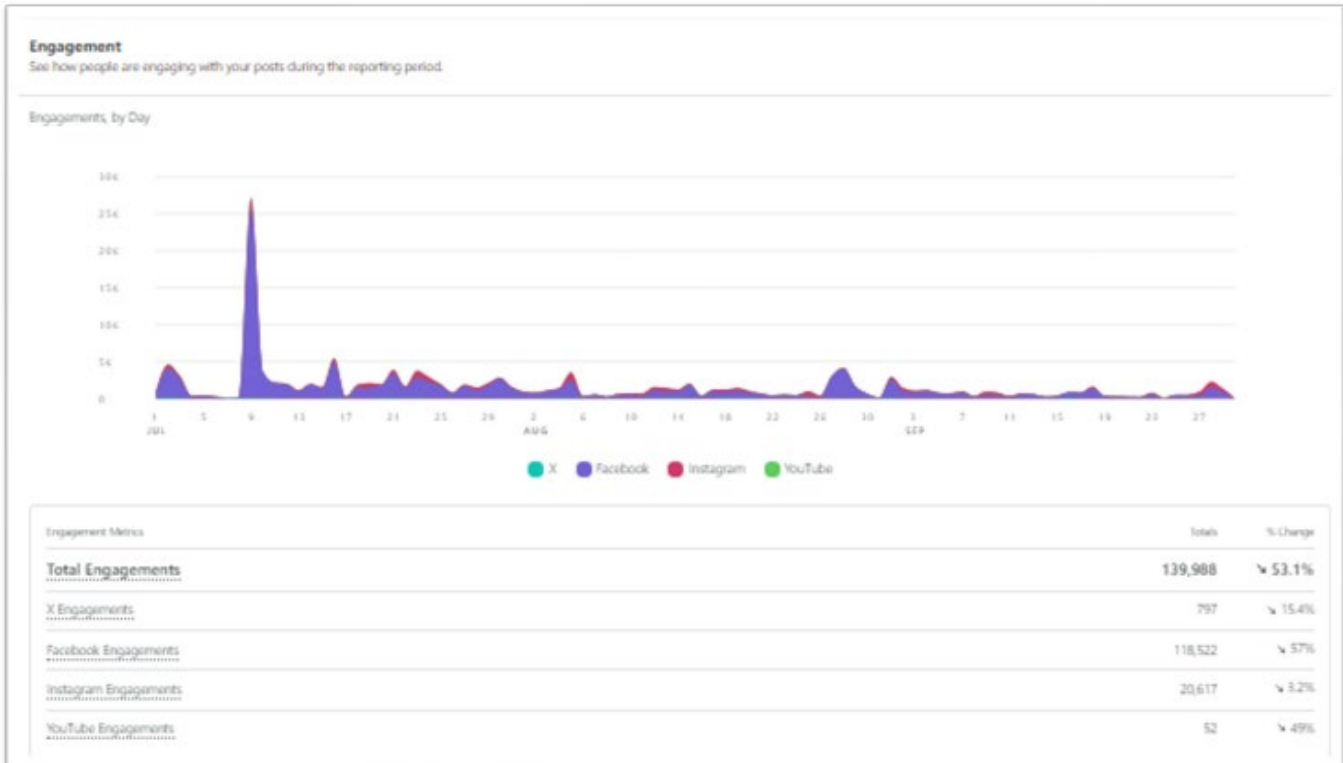
IMPRESSIONS: JULY – SEPT 2024

Tourism Social Sites







ENGAGEMENT: JULY – SEPT 2024





Tourism Social Sites



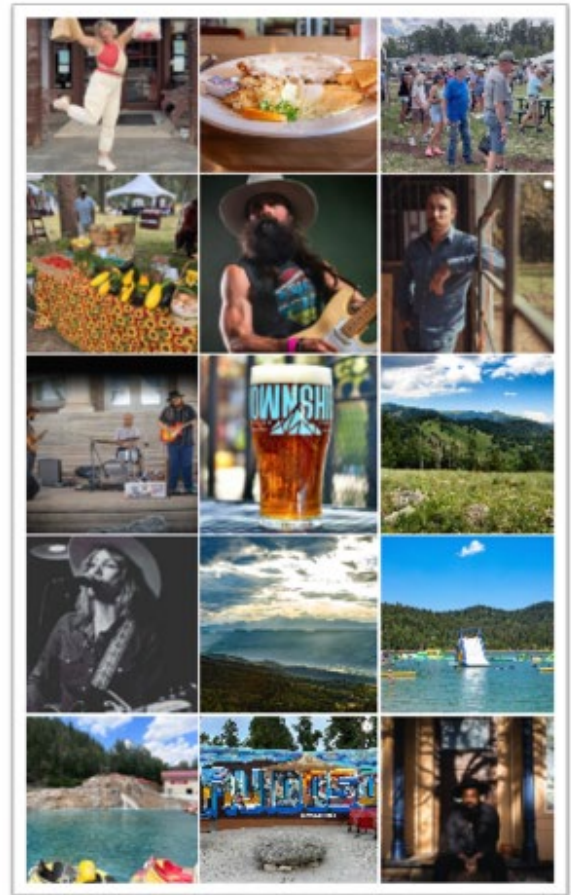
Q1: TOP PERFORMING FACEBOOK POSTS

Post Content	Impressions	Reach	Engagements	Engagement Rate (per Impression)
<p>We can't wait to welcome you back to Ruidoso —later, when it's safe and our community has had the chance to recover and flourish. While...</p> 	65,248	59,316	7,059	10.8%
<p>Welcome back to Ruidoso – We Are Open! Our beautiful village is open and ready to welcome visitors again as we recover from the recent...</p> 	518,260	461,189	34,373	6.6%
<p>The Under A Mountain Sky FREE concert series is back! Come out as a community and enjoy live music by PONDEROSA GROVE at...</p> 	16,267	15,674	201	1.2%
<p>Looking for some fun this weekend? Sunday is the running of the Grade 1 Rainbow Futurity at Ruidoso Downs Race Track! The \$1 Million rac...</p> 	85,687	83,025	2,411	2.8%

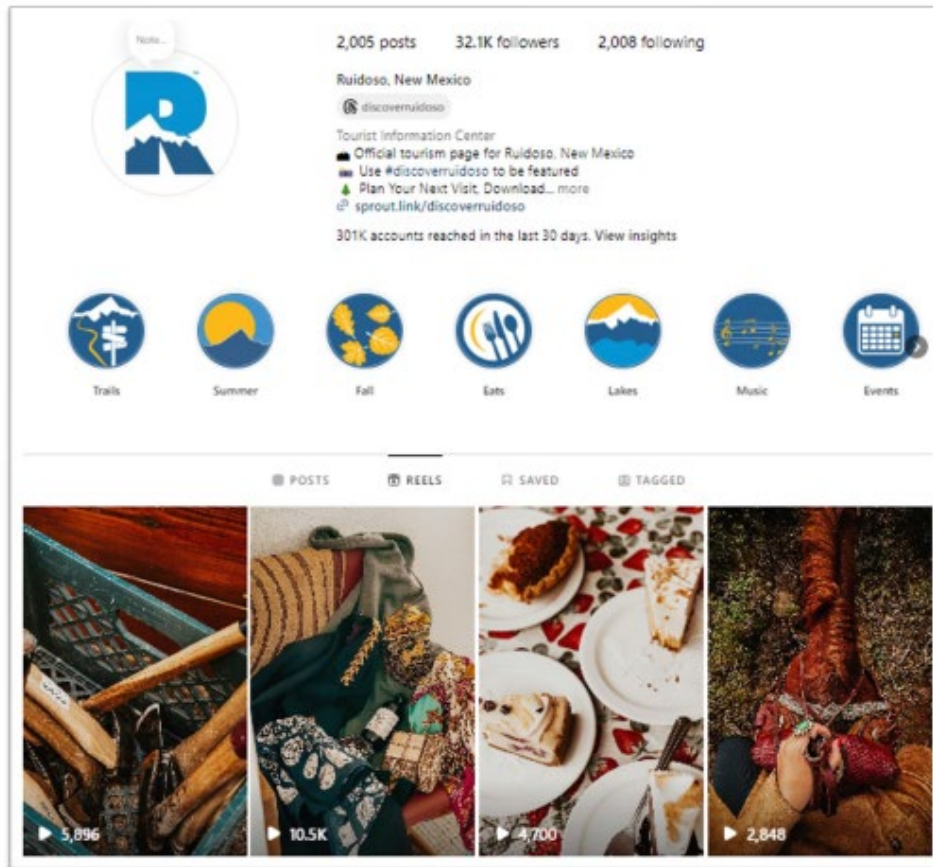
Q1: TOP PERFORMING INSTAGRAM POSTS

Post Content	Impressions	Reach	Engagements	Engagement Rate (per Impression)
<p>We can't wait to welcome you back to Ruidoso —later, when it's safe and our community has had the chance to recover and flourish. While...</p> 	11,999	10,518	825	6.9%
<p>Welcome back to Ruidoso – We Are Open! Our beautiful village is open and ready to welcome visitors again as we recover from the recent...</p> 	26,983	21,871	1,452	5.4%
<p>The Under A Mountain Sky FREE concert series is back! Come out as a community and enjoy live music by Ponderosa Grove at...</p> 	4,708	4,496	148	3.1%
<p>Looking for some fun this weekend? Sunday is the running of the Grade 1 Rainbow Futurity at Ruidoso Downs Race Track! The \$1 Million rac...</p> 	3,711	3,711	11	4.8%

Q1: INSTAGRAM POSTS



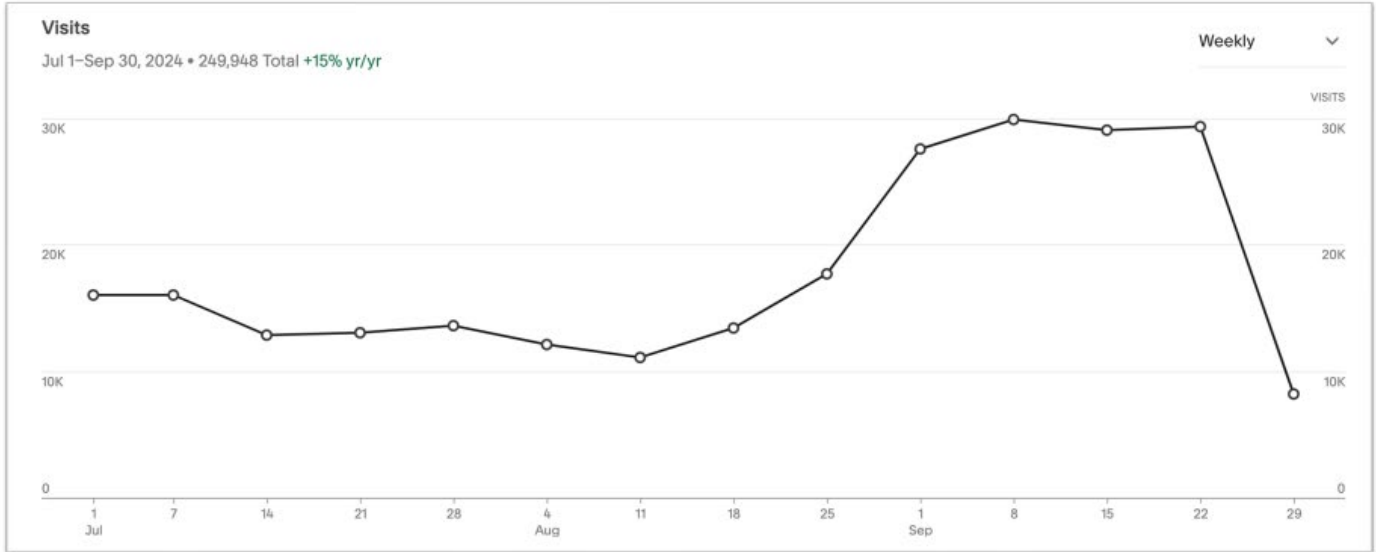
Q1: INSTAGRAM REELS



[Click to watch a reel.](#)

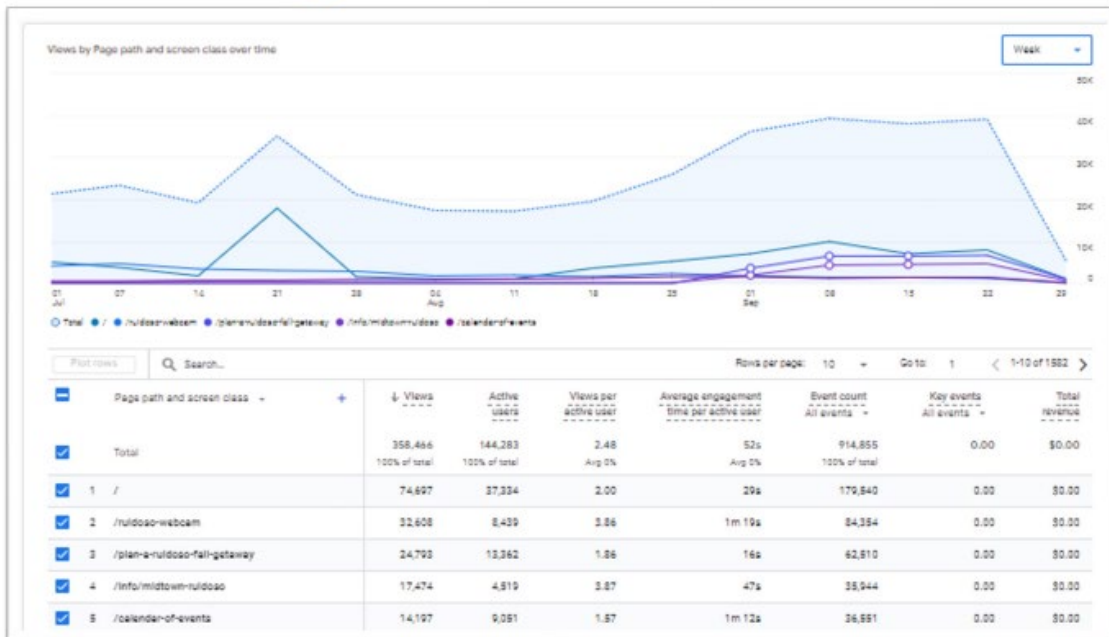
TOURISM WEBSITE OVERVIEW

JULY-SEPT 2024



TOURISM WEBSITE PAGE VIEWS

JULY-SEPT 2024



While the webcam and homepage continue to be the most popular, the Fall getaway and Midtown pages came in 3rd and 4th during this quarter.

TOURISM WEBSITE GEOGRAPHIC OVERVIEW – JULY-SEPT 2024

State	Traffic Count
▼ Texas	94,124
El Paso	19,765
Dallas	19,126
Others	9,065
Lubbock	5,233
Unknown	4,112
San Antonio	2,998
Austin	2,427
Fort Worth	1,918
Midland	1,755
Amarillo	1,694
Houston	1,515
Odessa	1,458

Texas continues to send the most traffic to the DiscoverRuidoso.com website with a large part coming from the El Paso area followed closely by Dallas.

In New Mexico, about 30% of the traffic comes from the Albuquerque area.

State	Traffic Count
▼ New Mexico	26,230
Albuquerque	9,856
Alamogordo	3,645
Roswell	2,109
Las Cruces	1,282
Rio Rancho	867
Santa Fe	838

MUNICIPAL WEBSITE REDESIGN UPDATE

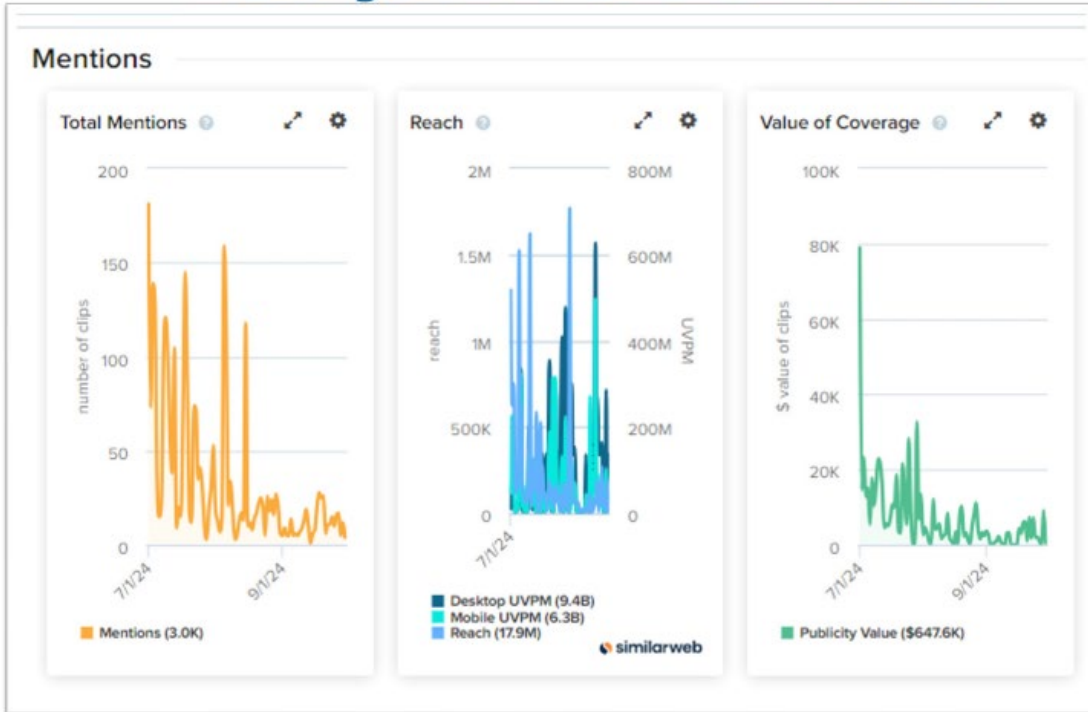
PROGRESS REPORT

- **User Testing – Completed Sept 23**
- **Launch Preparation – Completed Sept 28**

NEXT STEPS

- **Soft Launch – Sept 29-30**
- **Final Review – Oct 1**
- **Official Launch – Oct 2**
- **Site Monitoring – Oct 3-4**

PR: JULY-SEPT 2024

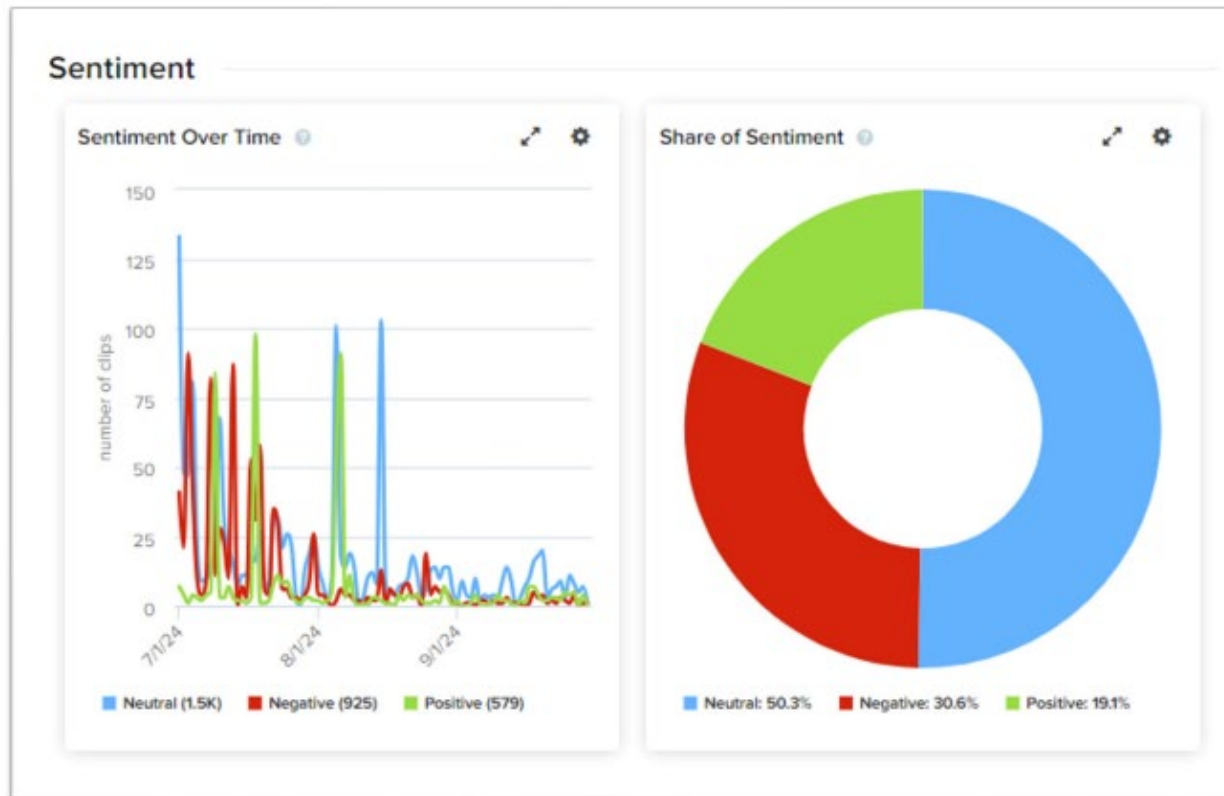


Total Mentions: Distribution of clips over time. Each clip counts as one mention

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.

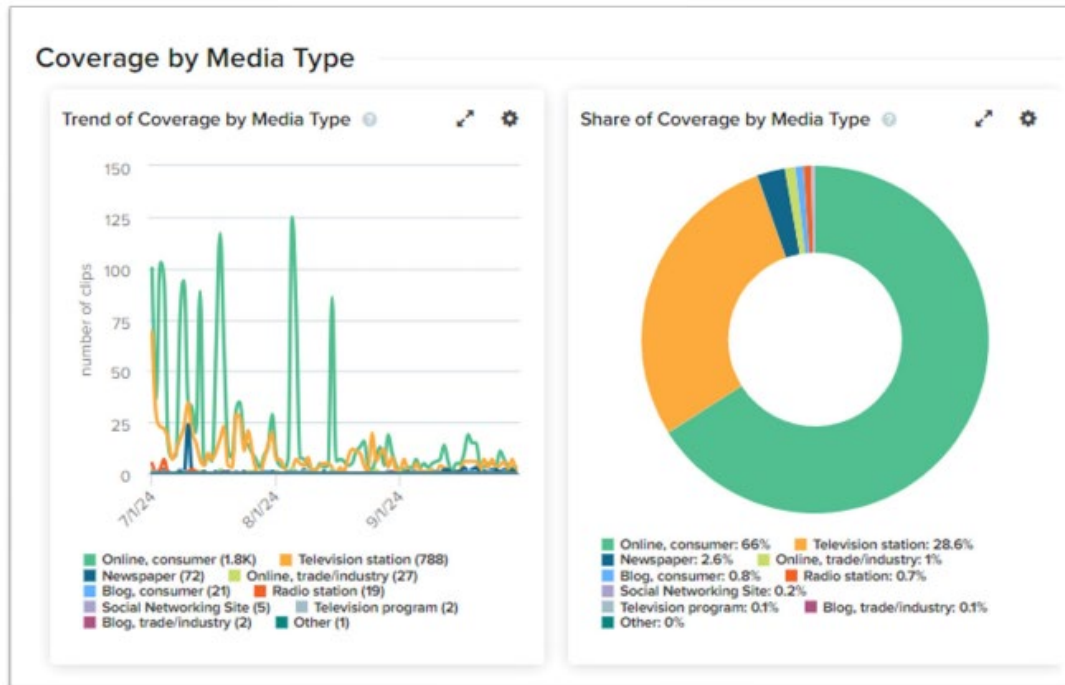
PR: JULY-SEPT 2024



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: JULY-SEPT 2024

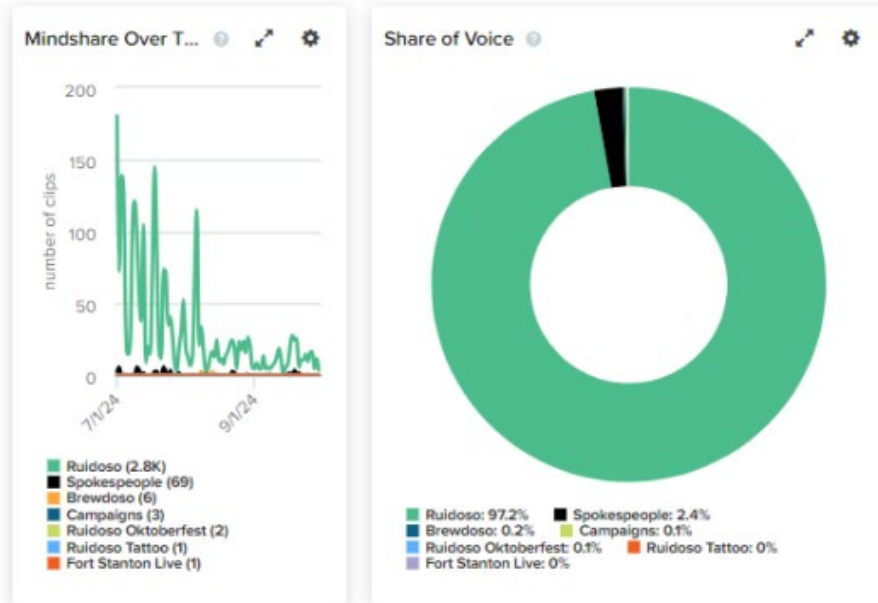


Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

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

PR: JULY-SEPT 2024

Company Mindshare

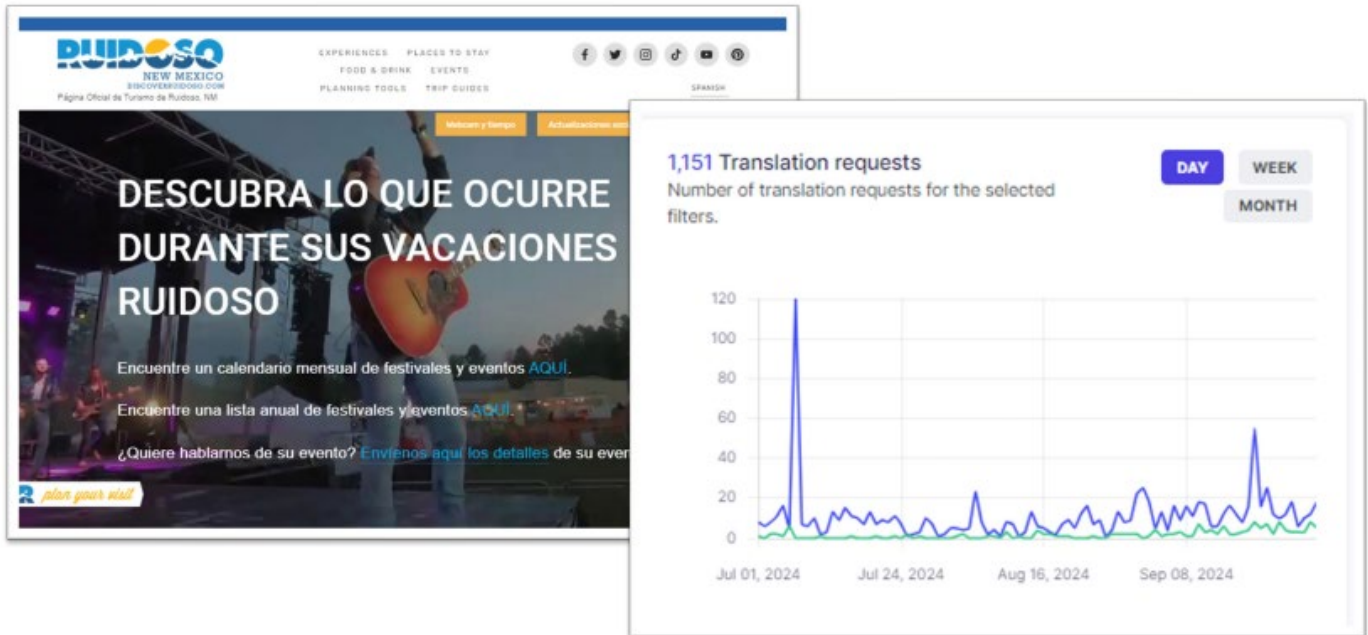


Mindshare Over Time:
Distribution of the companies mentioned in the collection of clips over time.

Share of Voice: Breakdown of the collection of clips Based on the companies discussed within them.

TRANSLATION TOOL

- The translation tool on DiscoverRuidoso.com was used by site visitors 1,151 times in Q1.



WILDFIRE RECOVERY MARKETING NMTD CO-OP PROGRAM

PROPOSED Incremental FY25 Fire Recovery Cooperative Programming						
Media Type	Initiative	Targeting	Details	Rationale	#	Total \$ Value
CONTENT / ORGANIC SOCIAL	In-State Social Content Fire Recovery Missions x2	In-State	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 Timing: Aug. 10-12 (first trip)	Focused effort to in-state social audience; Early support for local businesses with emphasis on Day-Trip Focus: Promoting private business in Ruidoso and partners within the County (Mesalero Apache). Lodging is available. Grindstone Lake is open	2	\$21,000.00
CONTENT / ORGANIC SOCIAL	Custom Fire Recovery Regional Micro-Influencer content for Paid Social Distribution (Insta Reels)	In-State, West Texas	8-10 in-state/W Texas influencers Amy & Caitlin + Micro Influencers Timing: Mid/Late September	custom focus on what's open - potential camping target Focus: Lodging available, camping at Grindstone, businesses are open. Amy & Caitlin capture content for Instagram Reels campaign. Micro-Influencers from W Texas to amplify content to their audiences	1	\$24,000.00
DIGITAL	Meta Paid Ads Package: FB Video + Static; Instagram Reels	West Texas	Leverage timely content creation on strong performing Meta channels	Leverage timely content creation to feature open tourism assets and support local business recovery	1	\$30,000.00
DIGITAL	Managed Search	TBC	focused search effort to drive traffic to right places for early recovery conversion	Lack always on SEO now; Half of Search opt-in requests were cut from original FY25 award	1	\$12,000.00
DIGITAL OOH	Albuquerque Programmatic Digital Out-of-Home (6 weeks)	ABQ	View	Programmatic digital will allow for customized and timely messaging updates for in-state day trippers	1	\$21,000.00
DIGITAL OOH	West Texas Programmatic Digital Out-of-Home (6 weeks)	Amarillo, Lubbock, Midland/Odessa	View	Programmatic digital will allow for customized and timely messaging updates for adjacent TX drive markets	1	\$21,000.00
DIGITAL OOH	El Paso Programmatic Digital Out-of-Home (6 weeks)	El Paso/ LC	View	Programmatic digital will allow for customized and timely messaging updates for adjacent TX drive markets	1	\$21,000.00
						\$150,000.00



SOCIAL MEDIA

JUNE 17 – SEPTEMBER 10, 2024

Posts Made = 1178

Direct Messages Answered = 795

Reach = 2.1 Million (+986%)

Visits = 2.9 Million (+1.8K%)



WEBSITE

JUNE 17 – SEPTEMBER 10, 2024

Page Visits = 1.7 Million

Unique Visitors = 1.6 Million

Page Views = 1.65 Million

Visits = 2.9 Million

Fire Hub/Recover Dashboard Articles Posted = ~140

**73% of visits were to News & Information,
Fire Incident Hub, and Recovery Dashboard**



MEDIA

JUNE 17 – SEPTEMBER 10, 2024

Media Calls Fielded = 461

Interviews = 127 (TV/Radio/Print)

Media Clips = 9,687 (TV/Radio/Print)

**Mondays with the Mayor = 10 regular episodes, 15
special episodes (all available for replay on
1490KRUI.com)**

**Ruidoso News = Collaboration to disseminate
recovery information to the community**



WHAT'S NEXT...



ASPEN FEST
October 5, 2024
Midtown Parade
10:00 AM
Theme: Heroes of Ruidoso
Wingfield Park Festival
11:00 AM
Festival tickets: \$5 or \$20 to include wine & beer tasting
There will be live kids activities 11 AM - 3 PM hosted by the Ruidoso Public Library

LIVE MUSIC

- McKenzie 12:00-1:00pm
- The Mammoth Cults 1:30-3:30pm
- The Flying J Wranglers 4:00-5:00pm

NEW! BEER TASTING
WINE & CRAFT BEER

FOOD VENDORS
KIDZ ACTIVITIES

DUPLICATE
NEW! BEER TASTING
DancewithRaidos.com

Festival Tickets available at the gate.



NOVEMBER 13
Midtown Parade

October 11-13, 2024
Ruidoso Convention Center
Tickets available at 2024midtown.com



MIDTOWN HALLOWEEN
Trick or Treat & Pumpkin Roll

Wednesday, October 30th
3:00 PM - 6:30 PM

Fun for the whole family with candy and a costume contest for children 17 and younger. Plus, pumpkin carving, pumpkin roll, coffin race, candy, and more.



DIA DE LOS MUERTOS

SATURDAY,
NOVEMBER 2, 2024

10 AM - 3PM
HISTORIC LINCOLN



NEW MEXICO  TRUE



EVENTS & STRATEGIC PARTNERESHIPS

- XTERRA festival director is doing a site tour October 7-9, 2024
- Ruidoso exhibited at the Outdoor Economics Conference in Las Cruces on September 23-25, 2024.
- Motor Mountain Weekend had a good first event and look forward to developing the event.
- Oktoberfest was a successful event and had social media influencer Johnny James doing a podcast and working with local businesses.

FINANCE

- Council monthly reports for September (Period 3 FY 2025) will be available by mid-October.

August 2024 Benchmarks:

GRT Revenue down 8.50% from PY (\$292,726 decrease).

Gasoline Tax Revenue down 13.78% from PY (\$2,867 decrease)

Lodgers' Tax Revenue down 63.73% from PY (\$432,213 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.
- Sending the updated rates to DataProse so the back of the bills can reflect the changes that have been made.
- Department Statistics:

AUGUST 2024

Lien Letters Sent Out: 0

Lien Request Sent to Village Clerk: 0

Payment Arrangements Process: 8

Leaks: 220

Work Orders: 553

Shut-Offs: 0 (Due to South Fork Fire no shutoffs for the month. We will be resuming shut offs the first week of September.)

II

- 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.

- 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. Ron has spoken with Johnny Montoya about a contract extension due to the fires, flood and other extenuating circumstances.
- Systems MD has started the process to move email and all Office 365 products to the cloud. 40% of users have been converted to the new platform. Working with departments for people who do not have regular hour shifts to get their accounts updates. This upgrade 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.
- Systems MD will start the installation of new servers here at Village Hall on Oct 14th when offices are closed. Majority of everyone will have access to email and documents due to the switch to the cloud. Phones will be down temporarily, but this will be one of the first servers brought back online as the installation progresses.
- Working with Tyler – Incode to move this software to the cloud. Transition is working quickly, there is a go-live date of Oct 17th and fully operational by Oct 18th. 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 average of 16.78 GB of daily traffic. Wireless Access Points (WAPs) can reach community members in the parking lot.
- 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. Adding another notice for additional email accounts of (\$16,1852.14)

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 28



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 147 calls ran from August 1, 2024 – August 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 department conducted new fire fighter testing 9/4
- ✓ Fire staff attended ICS 400 training in Albuquerque 9/5-9/6
- ✓ Fire staff conducted events committee meeting 9/6
- ✓ Chief and Captain Hall met with VM Sena and Mayor Crawford and discussed the Assistant Chief position and Chief Position
- ✓ Fire Staff monitored weather and flooding
- ✓ Chief attended Council meeting 9/10
- ✓ Chief conducted officers meeting 9/11
- ✓ Two fire fighters participated in the 9/11 stair climb event in Alamogordo 9/14
- ✓ 9 Fire fighters attended swift water rescue training at Caballo Lake 9/17-9/20

- ✓ Fire staff conducted station tour for Sierra Vista Primary Head start 9/17
- ✓ Fire staff conducted fire safety talk at Community Center 9/19
- ✓ Fire staff attended Village employee recognition picnic 9/19
- ✓ Chief attended Fire Chiefs Conference 9/26-9/28
- ✓ Fire staff conducted Fire Pit inspections
- ✓ Chief Participated in Weather Coordination meetings
- ✓ Fire Department staff conducted medical standby at Ruidoso School sporting events
- ✓ Fire staff started fire hydrant inspections
- ✓ Fire staff will attend Rope Tech 2 training 9/30-10/4

Assistant Chief

- Cade Hall appointed as Interim Assistant Fire Chief 09/23/2024
- Attended meeting for Honor Guard program 9/7
- Conducted fire pit inspections
- Assisted State Fire Marshal with business inspections
- Attended Fire Chiefs Conference 9/26-9/28

FORESTRY

Name:

Fiscal year

This Period

Forestry Current Activities Report	24/25	9/1/24 9/27/24
Item:		
Hazard Tree Removal:		
Private property	2	7
Village property		
Public Service Visits, Insects/Disease/Misc	18	9
Permits issued for Tree Removal (20" plus)	2	1
Private Property Compliance:		
Initial	116	82

Final	115	69
Acres completed	45.81	24.712
New Construction :		
Initial Inspection and Fire Hazard Rating	10	1
Final Inspection and Approval	3	
New Construction Permitting Fees :		
Forestry	\$1,100	\$100
Solid waste	\$4,060.00	
Village property Treated:		
Gavilan Memorial Cemetery	21.89 Acres	
Forest Lawn Cemetery	9.9 acres	
Gavilan Memorial Cemetery	3 extra dead trees	

HUMAN RESOURCES

- The Human Resources Department is preparing 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 October 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. Administrative staff and support Staff will receive some additional customer service training as well.
- Entry Level Firefighter testing will be conducted on October 9, 2024. All confirmed applicants will undergo a physical agility exam, written exam, and oral interview process.
- The due date for Annual Employee Evaluations was extended to August 31, 2024, we are still working on getting some late evaluations completed and submitted to HR.
- We are in the early stages of planning a Wellness Fair for our employees in early 2025 and we are coordinating with Nicole Vasquez at HUB to utilize any available resources they may have to assist.
- The HR Staff attended Red Cross shelter response training on September 24, 2024.

Employee Committee News

- This month the Employee Committee began sharing the *Warrior Wednesday* recognitions. The weekly email is shared to the "Office" on Wednesdays and in the Monday Morning Email. It is a collection of employee shared submissions recognizing their coworkers for their outstanding responses to the South Fork/Salt Fires, and flooding emergencies. The Committee will continue to accept submissions until November 1st.

- Midway through the month, the Committee held its annual Employee Appreciation Picnic. Employees were invited to Wingfield Park to enjoy food, prizes, and games. The Employee Committee would like to thank Village attorney Zach Cook, Systems MD, Albertsons, and Walmart for their generous sponsorship of the picnic. Their support allowed the Committee to host an event that saw an afternoon filled with employee smiles and camaraderie. We would also like to extend our gratitude and appreciation to all Village leadership and personnel for their dedication to the wellbeing of the Village and its citizens.
- The Employee Committee is gearing up for a festive October! We will be helping in the preparation of a Village of Ruidoso float and participating in the annual AspenFest parade. Members will be throwing out candy and Ruidoso Strong swag to spectators. The Committee is planning on hosting 1 fundraising event, Spooky Grams, which will go on sale the first of the month. Finally, we will end the month with our annual Halloween Contest and potluck.

Safety News and Upcoming Safety Training

- The September 2024 scheduled Defensive Driving class (DDC), was held on September 9, 2024, and 18 employees were in attendance.
- The Accident Investigations class was held on September 17, 2024, and 6 employees were in attendance.
- The Safety Training Calendar is posted on the Health and Safety page of the VOR website and posted on Department employee bulletin boards. There are several upcoming safety courses for Village employees to attend training.
- The October DDC class is scheduled for October 8, 2024.
- The October Accident Investigation class will be on October 9, 2024.
- The Vector training program has been replaced with ZyWave, and as soon as employees have set up their logon information classes will start to be rolled out to employees for additional safety awareness training.
- Random safety inspections were conducted throughout Village departments and the Safety Department will continue to visit Departments and check on employees to ensure everyone is working safe.

LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the regular September Village Council Meeting.
- The Library Manager attended the September Director/Manager meeting.
- The Library Manager attended the Special Council Meeting on September 18th.
- The Library Manager and Youth Services Librarian attended the Friends of the Ruidoso Public Library Meeting on September 3rd. Their next meeting is November 5th at 4 pm in the Library Conference Room.
- The Library Manager attended the Ruidoso Public Library Advisory Board Meeting on September 4th. Their next meeting is November 6th at 11:30 am in the Library Conference Room.
- The Library Manager attended the EOC Weather Coordination Briefings.

- Library Supervisor taking 2 Library Science classes this semester working toward her New Mexico Class I Certification.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield Museum and Heritage Center.
- The Library Supervisor who is also the Chair for the Employee Committee worked on the successful Employee Picnic and has been putting out the Wednesday Warrior for September.
- Library Staff attended the Red Cross Shelter Training on September 24th.
- Library staff are working on their online Infopeople Courses that last 4 to 6 weeks.
- Library Staff attended weekly Safety Meetings at Village Hall.
- Library Staff are working on displays for October for both Adult and Youth Services.
- In October the Library will be closed on Saturday October 5, 2024, while the Library Staff conduct outreach programming at Aspen Fest.
- Library Staff will be conducting outreach at the Midtown Trick or Treat on October 30th.
- The Library Manager and Supervisor will be attending the New Mexico Library Association Conference in Carlsbad, NM October 22nd – 25th.
- Library Staff will be conducting outreach at the Christmas Jubilee on November 9th and 10th at the Convention Center.

Adult Services:

- The Small Business Administration Recovery Center is located at the Library in the Archive 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 September 4th 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 September 18th.
- Tomas Vigil performed 16th Century Music along with informative lecture about the music that was performed on September 5th. We had 7 attendees.
- The Ruidoso Writers Group meets every two weeks on Tuesday afternoons. There was an average of 6 attendees per meeting.

Youth Services:

- Youth Services is continuing to plan and prep programming for Fall.
- Youth Services will have special programming for teens throughout October. At least one program for Teens is conducted each month.



- A teen outreach was conducted at the High School for Mrs. Ames-Browns morning classes. The outreach had contact with approximately 110 teens.
- Youth Services conducted 4 Baby and Me story times with 43 attendees. Baby and Me Story Times are at 10:30 am on Tuesday mornings.
- Youth Services conducted 4 Pre-School Story Times with 92 attendees. Pre-School Story Time are at 10:30 am on Wednesday mornings.
- Youth Services conducted 1 Elementary Program with 52 attendees. Youth Services conducts at least 1 Elementary Program a month.
- September was Library Card Sign Up month. This was one of the displays in Youth Services:



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 3,089 and check ins were 3,156.
- Visitors total was 6,786.
- We issued a total of 49 new cards and updated 133 cards.
- Overdrive e-book checkouts were approximately 1,107. We had approximately 7 new users. There were 426 holds for e-audios and 251 holds for e-books and we had 74 holds on print materials.
- Reference questions totaled 930.
- Computer users totaled 302.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 285 times by 68 unique users.
- We added 113 material items.
- We had 18 Interlibrary Loan requests, and 18 books have been received.
- We had the Writer's Group Meet two times and had a total of 11 attendees.
- There were 3,354 external catalog searches, 1,432 internal searches by 690 unique users.
- Pebble Go/Next was used 4 times and Mango Languages was used 6 times.
- There were approximately 12,880 actions performed in our Biblionix Integrated Library Software.

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2024-2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECK OUTS/													
Adult Books	1,408	1,135	1,074										
Juvenile Books	1,751	1,372	1,556										
Adult Media	477	347	306										
Juvenile Media	232	162	141										
Library Use	18	21	14										
Paperbacks	47	59	74										
Check Ins	3,417	3,115	3,346										
Total Books & Media	7,350	6,211	6,511	0	0	0	0	0	0	0	0	0	0
Tumble books	0	19	150										
Overdrive	1,225	1,158	1107										
Total E Collection	1225	1177	1257	0	0	0	0	0	0	0	0	0	0
Total Circulation	8,575	7,388	7,768	0	0	0	0	0	0	0	0	0	0
CIRCULATION OPERATION													
Days Open	26	27	24										
Hours Open	192	180	176										
Reference	988	961	930										
New Cards	50	53	49										
Patron Updates	190	142	133										
Tours	0	0	107										
Library Conference Rm	49	59	63										
Classroom	0	0	3										
Archive Room	131	63	36										
Gate Count	7294	6701	5265										
Total Patron Visits	8,920	8,186	6,786	0	0	0	0	0	0	0	0	0	0
ILL Requests	28	21	18										
ILL Borrowed Items	28	21	18										
COLLECTION													
New Books Added	109	97	112										
Audiobooks Added	3	4	0										
DVDs Added	5	5	0										
Total Items Added	117	106	112	0	0	0	0	0	0	0	0	0	0
Items Discarded	76	20	156										

PROGRAMMING													
Children's Programs 0-5 years	2	0	4										
Children's Attendance 0-5 year	115	0	33										
Children's Programs 6-11 year	3	1	5										
Children's Attendance 6-11 ye	16	95	92										
Teen Programs 12-18 years	2	0	1										
Teen Attendance 12 -18 years	18	0	3										
YS Passive Programs		5	5										
YS Passive Participation		304	513										
Adult Programs	4	3	2										
Adult Attendance	175	77	10										
TECHNOLOGY USAGE													
Public Computers	291	262	302										
WI-FI	64												
COMMUNITY OUTREACH													
Volunteer Hrs (Adult)	87.5	174.25	149.5										
Volunteer Hrs (Teen)	0	0	0										
Total Volunteer Hrs	87.5	174.25	149.5	0	0	0	0	0	0	0	0	0	0
ONLINE RESOURCES													
Brainfuse/Help Now	0	0	0										
Brainfuse/Job Now	0	0	0										
Ancestry	0	0	0										
Mango Languages	0	1	6										
Pebble Go/PebbleGoNext	0	0	4										
Niche Academy	6	30	0										

PARKS AND RECREATION



Ruidoso Schools MOU

MAINTENANCE AND FINANCES

- Staff cleaned Parks and Restrooms, (33-man hours White Mtn.) \$924.00 personnel.
- Staff prepped the High School baseball & softball fields, repairing Kids Konnection Playground, worked on irrigation, and worked on athletic field. 88-man hours. \$2,464.00 Personnel.

Total Supplies	\$454.00
Water -9/20/24	
Gavilan Water Bill	\$420.48
White Mountain Water Bill	\$1693.40
White Mountain Electric Bill-March	\$373.91
Personnel	\$3,388.00

\$6,329.79



Photo Courtesy Danny Heard

121 TOTAL HOURS



Parks and Facilities PROJECTS BY NUMBERS

- Staff cleaned parks, maintenance and buildings. 1040-man hours.
- Staff picked up trash on medians, parks, and free parkings, and cleaned graffiti, 24-man hours.
- Staff prepping athletic fields, 100-man hours.
- Staff worked events and put up tents, 56-man hours.
- Staff moved docks at Grindstone and Alto Lake, 12-man hours.
- Staff weed eaten and mowed, 160-man hours.
- Staff cleaned up flooding debris in Two Rivers, 72-man hours.
- Staff removed Wibit from Grindstone Lake and started the cleaning and storage process, 96-man hours.
- Staff sprayed weeds on sidewalks and in parks, 24-man hours



Photo Courtesy Mark Stambaugh

1,584

TOTAL HOURS

Keep Ruidoso Beautiful

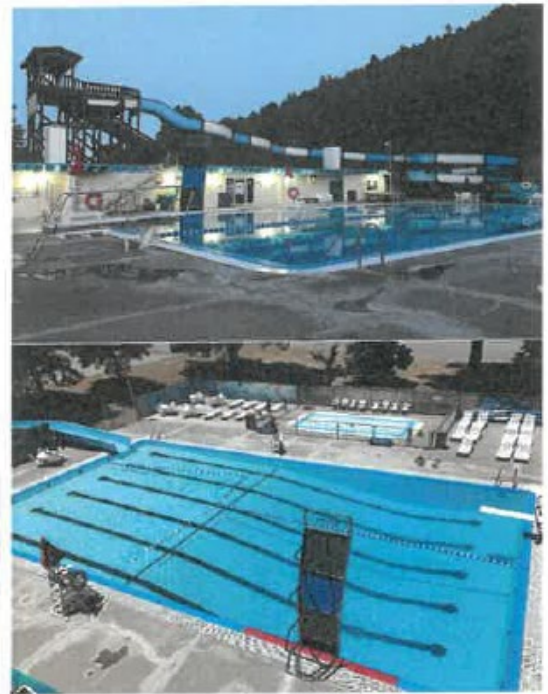
- The Keep Ruidoso Beautiful Committee meeting was held at Village Hall
- Keep Ruidoso Beautiful and the Ecoservants cleanup part of the Brady Canyon River.
- The Keep Ruidoso Beautiful and the Parks Department picked up trash on roadways and Parks, 24-man hours.



Photo Courtesy – Mark Stambaugh

Public Pool Update

- Pest control Treatment contract was extended through the winter.
- The swimming pool was closed officially on July 22nd and kept maintained until September 13th for a possible swift water rescue training.
- Pool pumps, impellers are shut down now.
- The swimming pool heater was turned off. Gas lines are shut.
- The water supply to the swimming pool (Not Facility) was shut off.
- The facility is organized, cleaned and all the pool deck equipment was stored for the off-season.
- The climbing wall can be taken down to winterize the pool.
- The pool cover can be installed for the winter.



Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- The rescheduled "Run, White & Blue Color Run" hosted by Parks & Rec, was held at the Links Trail over the Labor Day Weekend with 45 registered participants.
- The Labor Day Latin Music Concerts at Wingfield Park were cancelled due to inclement weather. Recreation staff assisted in planning and preparation.
- The "Cruise to the Pines" truck show, hosted by the El Paso C10 club was held at Wingfield Park on September 7th with much success and high public attendance. Recreation staff assisted in planning and preparation.
- Oso productions presented the play "Eurydice" at Wingfield Park on September 13th-15th. Recreation staff assisted in planning and preparation.
- The fun and successful VOR Employee Picnic was held at Wingfield Park on September 19th. Recreation staff assisted in planning and preparation.



Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- Soccer and Football practices continue at WMRC, Monday - Friday 4:30 PM to 7:30 PM.
- Tryouts for Youth Volleyball were held on September 17th at the Horton Gym with over 72 participants.
- Volleyball Practice has begun at the Upper and Lower Horton Gyms, Monday - Friday 4:30 PM to 8:15 PM.
- Preparations and Equipment set up for Oktoberfest are underway for Saturday, September 28th at Downshift Brewery Riverside.
- Preparations and Equipment set up for Youth Fishing Day are underway for Saturday, September 28th at Grindstone Lake which will be hosted by the Lincoln National Forest Service.
- Preparation and talks with the Ruidoso Chamber of Commerce continue for the upcoming AspenFest Parade and Festival at Wingfield park, scheduled for October 5th.
- The Kite Festival hosted by Parks and Recreation was held on September 21st-22nd at White Mountain Recreation Complex. This free event featured Kite Building kits, Bounce Houses, Food Vendors, and out of town Kite Flyers. Public attendance was strong.
- Regular scheduled Football and Soccer Games continue every Wednesday & Saturdays at the WMRC.



Community Center

STAFF AND UPDATES

- The Ruidoso Community Center kitchen, dining room, and restroom projects are now complete. The renovation has proven to be a success and all of our patrons are loving the way everything has turned out. This was a huge project that upgraded the center so many people come to utilize every day.
- Community Center staff have completed the AmeriCorps grant application for the Retired and Senior Volunteer Program which will award funding for the RSVP Coordinator's salary and fringe benefits, recognition, mileage reimbursement, supplemental insurance, and uniforms for volunteers. Other items include supplies for staff, funding for travel, and some equipment.
- The center continues to host Enhanced Fitness which is centered for older adults. Class is held on Mondays, Wednesdays, and Fridays from 9:00am to 10:00am. The class is led by certified instructor Cathi McIntosh who is hired by New Mexico Senior Olympics. The class focuses on stretching, flexibility, balance, low-impact aerobics, and strength training exercises.
- Move it or Lose it Exercise which is a low-impact exercise program that utilizes seated and slow standing movements, is being held on Mondays Wednesdays and Fridays from 11:00am to 12:00 noon. The idea of the class is to keep the body performing movements to remain healthy and active while allowing the mind to get a sense of stress relief. Classes are Mondays, Wednesdays and Fridays at 11:00am.
- Region IX Playgroup, which is held at the center on the 3rd Thursday of each month at 9:00am, had Ruidoso Fire Department Staff come and visit with the children. The kids were so happy to see them while they were here for playgroup. Many thanks to our fire fighters.



4

Staff Members

3

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.
- It's hard to believe it is already September..... We had a few activities happening this month. AmeriCorps came from Denver, CO to do a site visit in our beautiful Village this month. The RSVP Coordinator and Director were able to take him to visit a couple of the volunteer stations; to show off some of the great work they have been doing. The first one was the Lincoln County Food Bank- and the second, the Humane Society of Lincoln County. It was a great visit, and he loved everything we have going on here in our program.
- On September 12, 2024- The Ruidoso Community Center hosted the programs yearly Retired Senior Volunteer Program Luncheon Training with all of the RSVP volunteers. Delicious BBQ was catered by the 505 G-Spot Food truck- Gabe Sosa and his crew always do a great job. We also had the Red Cross Team here as our guest speakers. They have been here since day one of the disaster, and wanted to share with the community all the great opportunities there are in being a Red Cross Volunteer. So a nice window of opportunity for their organization as well to recruit, especially now trying to move forward in our recovery efforts.
- We look forward to October as the season starts to change, and the RSVP program will begin the MLK Day of Service Coat Drive. This will begin October 1, 2024- January 17, 2025. We partner with local organizations around town and the Evergreen Cleaners that are a huge participant in this great community event. ☺
- Ruidoso will always be our natures playground. Stay safe! ☺



29

Volunteers



2,857

Volunteer Hours

0



POLICE DEPARTMENT

For the Month of Sep 2024

Dispatch all calls for service

- Total Calls for Service- 1675
- Total Positions Available- 11
- Total Positions Vacant- 3
- Positions Hired this month- 0
- Total Applications this month – 5

Patrol Division calls for service

- Total Calls for Service- 960
- Total Arrests made- 32
- Total Citations Issued- 143
- Total Reports taken- 152
- Special Operations Conducted- 0
- Total Positions Available- 20
- Total Position Vacant- 5
- Positions Hired this month- 0
- Total Applications this month – 2

ACO/Code Enforcement calls for service

Total Calls for Service- 235

- Citations Issued- 0
- Special Operations Conducted- 0
- Reports Taken- 0
- Total Positions Available- 4
- Total Position Vacant- 0
- Positions Hired this month- 0

Criminal Investigations Division

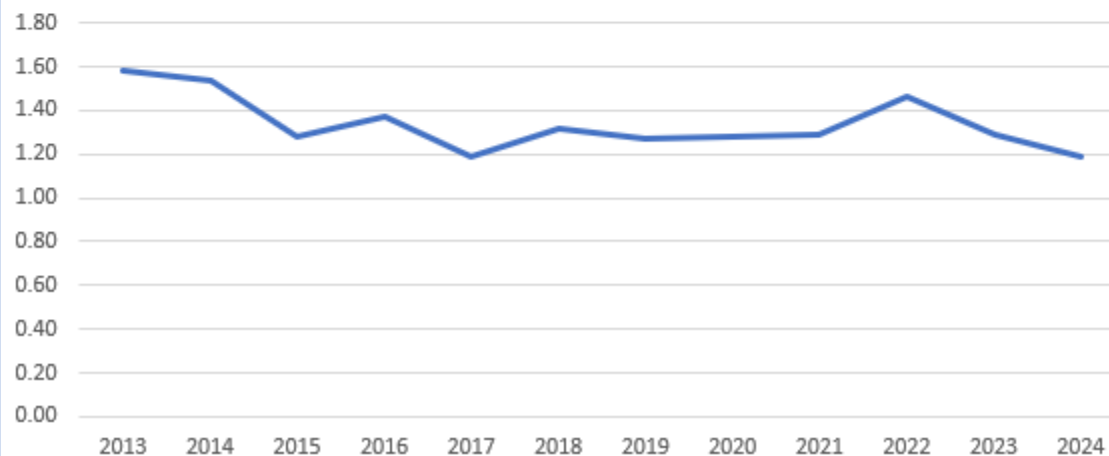
- Total Calls for Service- 5
- New Cases Received- 5
- Pending Cases- 28
- Special Operations Conducted- 0
- Total Positions Available- 4
- Position Vacant- 1-Narcotics
- Positions Hired this month- 0
- Total Applications this month-0

Flows - Average: Millions of Gallons per Day

Influent - September Yearly Comparison

2013	1.58
2014	1.54
2015	1.28
2016	1.37
2017	1.19
2018	1.32
2019	1.27
2020	1.28
2021	1.29
2022	1.46
2023	1.29
2024	1.19

Influent - September Yearly Comparison

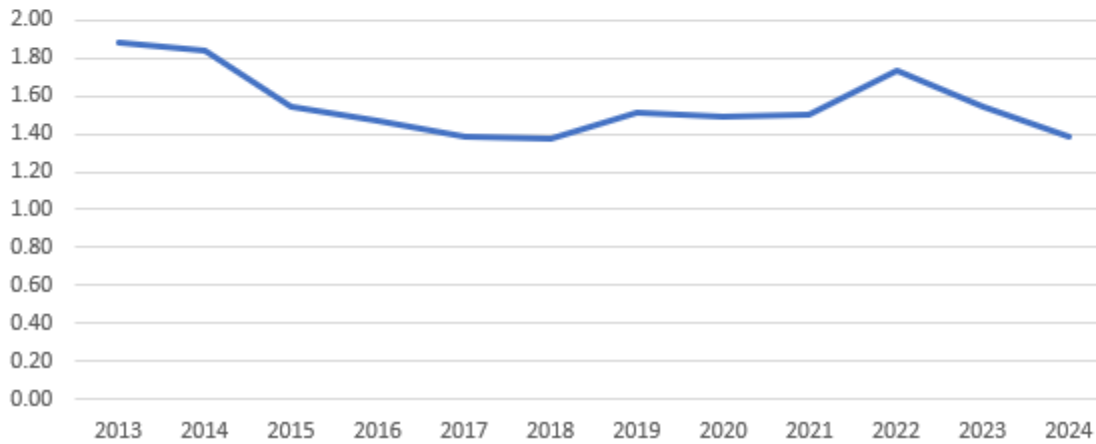


Flows - Average: Millions of Gallons per Day

Effluent - September Yearly Comparison

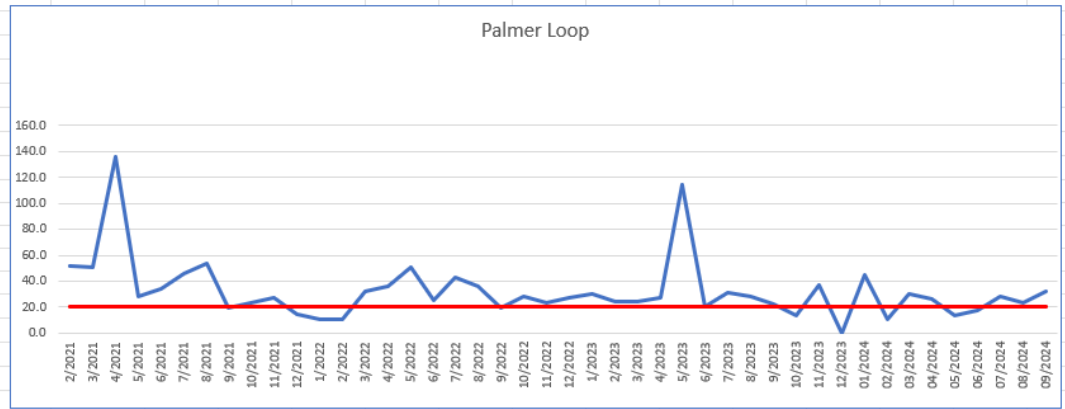
2013	1.88
2014	1.84
2015	1.54
2016	1.47
2017	1.38
2018	1.37
2019	1.51
2020	1.49
2021	1.50
2022	1.73
2023	1.54
2024	1.38

Effluent - September Yearly Comparison



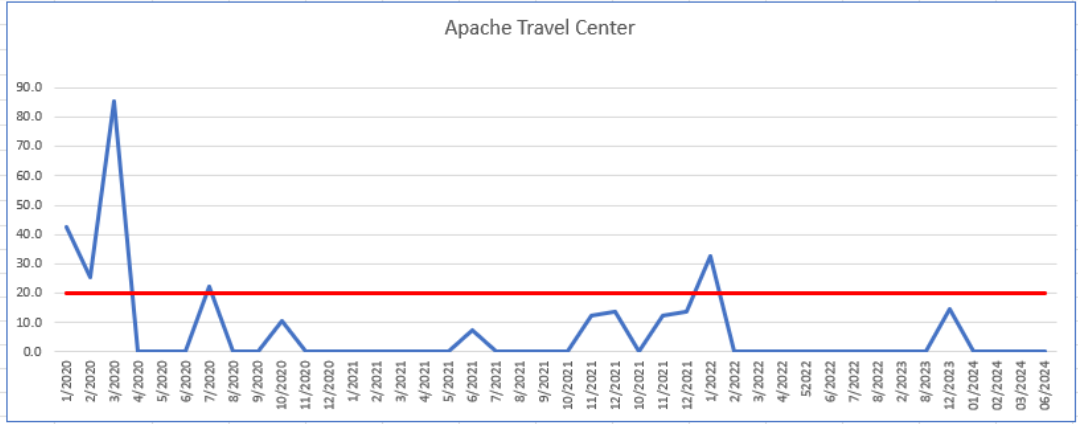
FOG Results - Palmer Loop
September 2024

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
09/2024	32.0	20



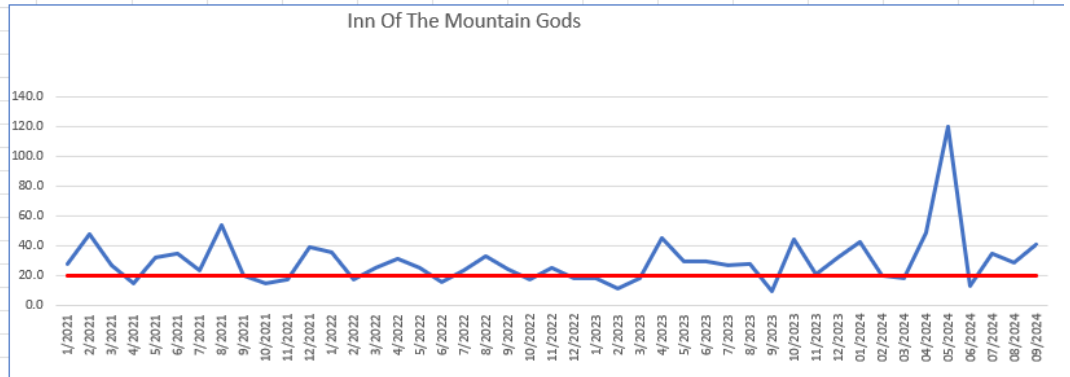
FOG Results - Apache Travel Center
September 2024

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	ND	20
5/2023	ND	20
6/2023	ND	20
7/2023	ND	20
8/2023	ND	20
9/2023	ND	20
10/2023	ND	20
11/2023	ND	20
12/2023	ND	20
1/2024	ND	20
2/2024	ND	20
3/2024	ND	20
4/2024	ND	20
5/2024	ND	20
6/2024	ND	20



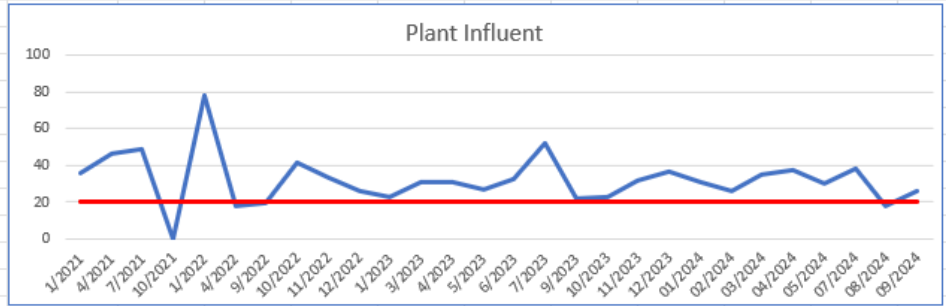
FOG Results - Inn of The Mountain Gods (IMG)
September 2024

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
09/2024	41.0	20



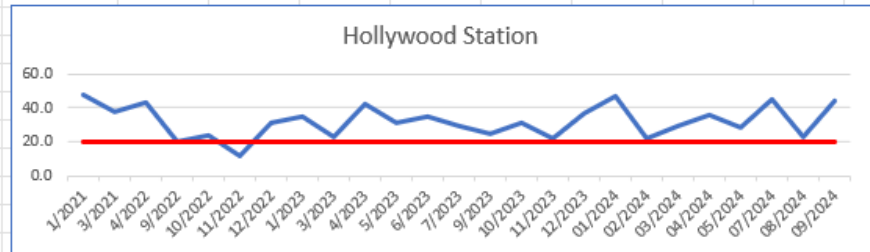
FOG Results - Plant Influent
September 2024

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
09/2024	26.0	20



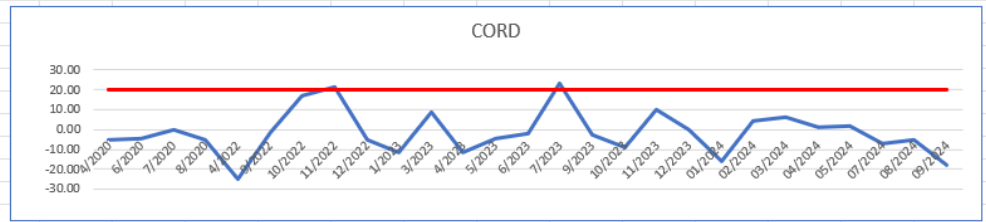
FOG Results - Hollywood Station
September 2024

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
09/2024	44.0	20



FOG Results - CORD
September 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)	
4/2020	-5.30	20	20.3-25.6
6/2020	-4.60	20	28.6-33.2
7/2020	N/A	20	32.5
8/2020	-5.20	20	37.1-31.9
4/2022	-24.7	20	18.2-42.9
9/2022	-1.10	20	19.4-20.5
10/2022	17.3	20	41.3-24.0
11/2022	21.8	20	33.3-11.5
12/2022	-5.20	20	25.6-30.8
1/2023	-11.4	20	23.1-34.5
3/2023	8.70	20	31.2-22.5
4/2023	-11.2	20	30.7-41.9
5/2023	-4.80	20	26.8-31.6
6/2023	-2.00	20	32.8-34.8
7/2023	23.0	20	52.0-29.0
9/2023	-2.70	20	21.8-24.5
10/2023	-8.80	20	22.5-31.3
11/2023	10.3	20	31.9-21.6
12/2023	0.10	20	36.8-36.7
01/2024	-16.2	20	30.9-47.1
02/2024	4.50	20	26.2-21.7
03/2024	6.00	20	35.0-29.0
04/2024	1.00	20	37.0-36.0
05/2024	2.00	20	30.0-28.0
07/2024	-7.00	20	38.0-45.0
08/2024	-5.00	20	18.0-23.0
09/2024	-18.0	20	26.0-44.0



SOLID WASTE

- Department has 1 refuse truck down.
- Grapple pick up has decreased slightly.
- Department still has 1 grapple truck down.
- We have almost completed our 10-year review for the Transfer Station.

STREETS

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

- **Trimming:**
 - Brush/ Tree Trimming: stump removal: Evergreen/Carrizo Canyon,
- **Speed Limit, Street Name & Safety Signs:** (“One Call” Marking – Installation - Repair)
 - Signs: 5th/C, White Mountain/Leon Farrar, Brady/Ponderosa, Hideaway/Sudderth
 - Graffiti:
 - Mirror:
- **Road & Right of Way Maintenance:** (Motor Grader - Backhoe Dirt Work)
 - Haul Dirt/ Aggregates/Cold Mix/Millings:
 - Jersey Barrier/Orange Barricades: Pick Up: Main,
 - Cut Road In:
 - Shoulder Work/Pick up Debris:

- Water Dept. Debris Pile: St Vitus/Ebarb,
- Install/Haul Rip Rap: Robin, Grindstone
- Flood Watch/Debris Removal/Clean Roads:
- **Drainage Issues: (Ditch Cleaning – Culvert Maintenance – Berm Construction)**
 - Clean Ditches/Culverts/Debris Dams: Leon Farrar, University, Heath, University,
 - Drainage/Wash Outs:
 - Repair / Install Berm/Swale/Install Culvert:
 - 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:
 - Street Cuts:
 - Cold Mix fills: Drooping Juniper, Pinecrest, Coker, Marble, Cliff, Blue Spruce, Johnson, Angels, Apache Trial, K-bobs parking lot, Torreon, Church,
- **Sweeping Streets:**
 - Swept: Sudderth, Catron, Alamo, Cree Meadows, Chiricahua
- **Blade Work / Blade Patching:** Repairing Dirt Roads/ Hot Mix Patching
 - Blade Work/Gravel/Base Course/Millings: Huckleberry, East Riverside,
 - 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,
- **Pothole Patching:**
 - Racquet, Yellowpine, Juniper, Rio Arriba, Grant, Woodland, Alpine Village, Olympia, Kenza, Warwick, Raymond Buckner, Sunny Slope, George P White, Del Norte, Cliff, Modoc, Chiricahua, Walnut, Paradise, Grove, Randle, Hart, Waco, White Mountain, Close, Granite, LL Davis, Marble, White Mountain Meadows, Mountain High Circle, Mimosa, Oak, Ponderosa, Brady Canyon, George McCarty, Walnut, Mable/Redwood, Dogwood/Fir, Signal Peak, Chaparral/Cliff, Coronado, McBride, Topside, High Loop
- **COOP Project:**
 - Pave:
 - Clean Ditches:
 - Sweep:
- **Snow/Ice/Plowing**
- **Assisting Other V.O.R. Departments/ Entities:**
 - Debris Removal Village Wide
- **Over the Street Banners:**
 -
 -
- **Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair:**
 - Repair/Install/Reflectors/Delineators:
 - Bridge Safety Features: River Trail Bridge, North Grindstone, Main Bridge #2

- Install Flashing Lights:
- Guardrail Maintenance:
- Cones/Barricades: All over Village
- Bridge Crossing Repair: Cree Meadows
- **Paving/Chip Sealing/Fog Seal:**
 - Pave:
 - Chip Seal:
 - Fog Seal:
- **Stripe Public Parking Lots & Streets & Curbs**
 - Curbs:
 -
- **Street Department News:**
 - Clean & Maintenance Equip. & Trucks
 - Heavy Equipment Operators: Open
 - Maintenance Worker I: Open
- **Driveway Permits:**
 - Driveway Permits: 108 Chiricahua
 - Red Tag Driveways: 305 Mountain High Circle
- **General Street Repair and Drainage Work Orders:** The goal is to keep these issues moving in a timely manner

WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Meter crew

Meter cans replaced – 6
 Leaks – 160
 Work orders completed – 200
 Water shutoffs – 53

Sewer crew

Sewer line rodding total feet – 8760
 Sewer service lines rodded in feet – 860
 Sewer main line rodded in feet – 7900
 Sewer blockages – 12
 Customer blockages – 6
 VOR blockages – 6
 Sewer repairs – 4
 Manhole – 2
 Lines – 2

Water Crew

Service taps ¾ inch and 2 inch – New – 6
 2 inch line repairs – 9
 6 inch line repairs – 4
 Replace fire hydrant - 1

WATER PRODUCTION

Top priorities for Water Production – Tank Restoration Phase 1, Upper Canyon

Diversion Project, Two Rivers rehabilitation design, Alto & Grindstone Dam inspection, and Sanitary Survey inspection.

- **Eagle Creek Diversion** – Diverting – **162 gpm** into Alto Reservoir (it depends on the ntu's).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at 3.47 cfs)
- **Grindstone Reservoir level Elevation** – **6895.7 – 23.87' (from spillway)**.
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF1, NF3, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, S-3 (Middle Gavilan), Fault, and Brown Well.
- **A-2 Well** – Well is back in service.
- **A-3 & A-4 Wells** – Project was completed, and substantial completion was on 9/5/24.
- **Alto Lake Dam** - Alternative analysis evaluation and design scope were received from AECOM on 9/20/24 .
- **Little D Tank** – Is drained and ready for rehabilitation.
- **Little D Tank Rehabilitation Project** – Project will start on 9/9/24.
- **Back Wash Tank** – **21.68'**
- **Grindstone Lake Temp** – **60.0 °F**.
- **NMED Surface Water Quality Bureau** – Took water samples at Grindstone and Alto Lakes on 9/19/24 and will take another sample on 09/26/24.
- **Sanitary Survey will be on 10/16/24**.
- **Alto Crest WTP** – Waiting on three quotes for wall repair (Damage from the South Fork Fire).
- **Two Rivers Pump** – Met with Coats Pump and Supply for repairs or replacement to the pump/motor.

Plant #4

- Grindstone Tank level (3 million) = **47.81' / 51.9' (Overflow)** (09/24/24).
- Raw Water = **387,000 gallons** (09/22/24).
- Water produced = **380,000 gallons** (09/22/24).
- Completed monthly fire extinguisher inspections at plant 4 on 09/24.
- Performed yard maintenance and plant cleanup.

Plant #3

- West Alto Tank level (5 million each) = **55.34' / 57.2' (Overflow)** (09/24/24).
- East Alto Tank level (5 million each) = **54.70' / 57.2' (Overflow)** (09/24/24).
- Water production – **1,104,000 gallons** (09/22/24).
- Raw water to plant – **1,139,000 gallons** (09/22/24).
- Completed monthly fire extinguisher inspections at plant 3 on 09/24.
- Water Plant Operators are running Zeta Potential Analysis daily.
- Eagle Creek flow - **162.0 gpm**.
- Working on fence repairs.
- Maintenance crew is performing plant cleanup.
- Waiting on quotes for outside wall repair.

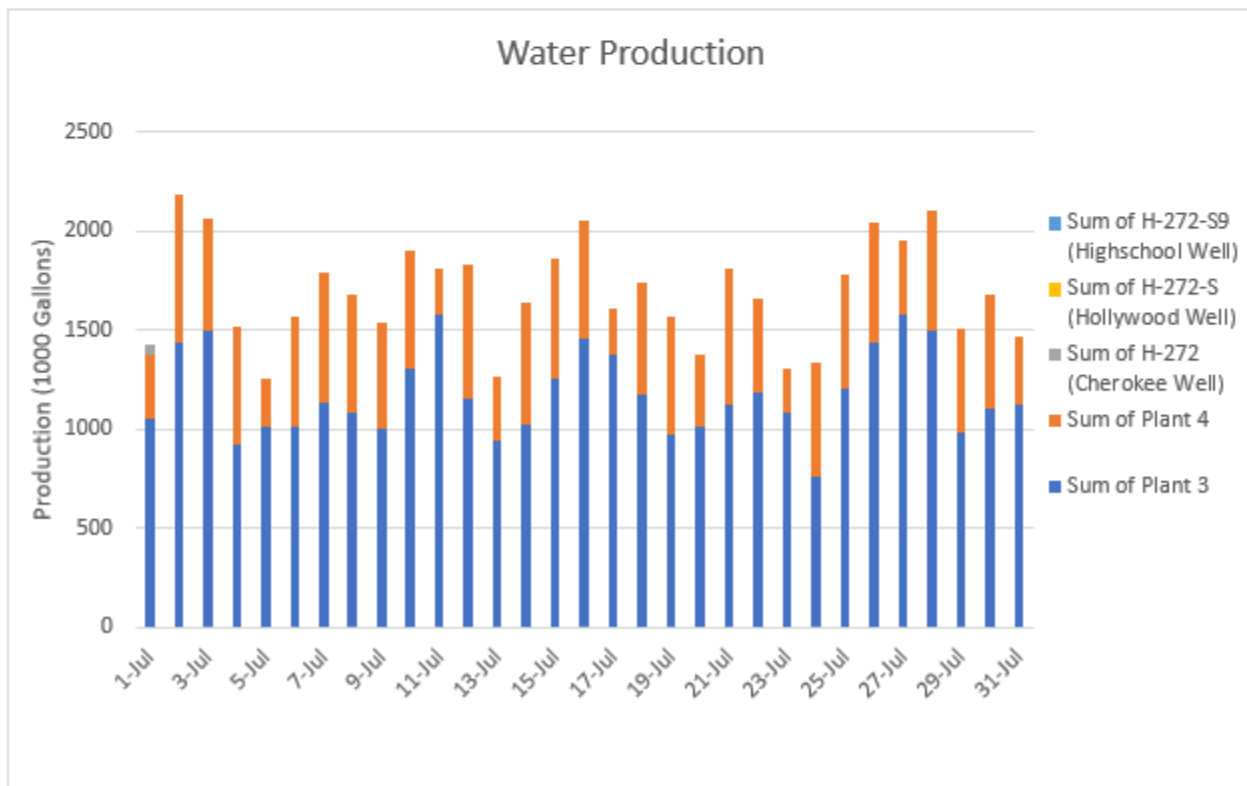
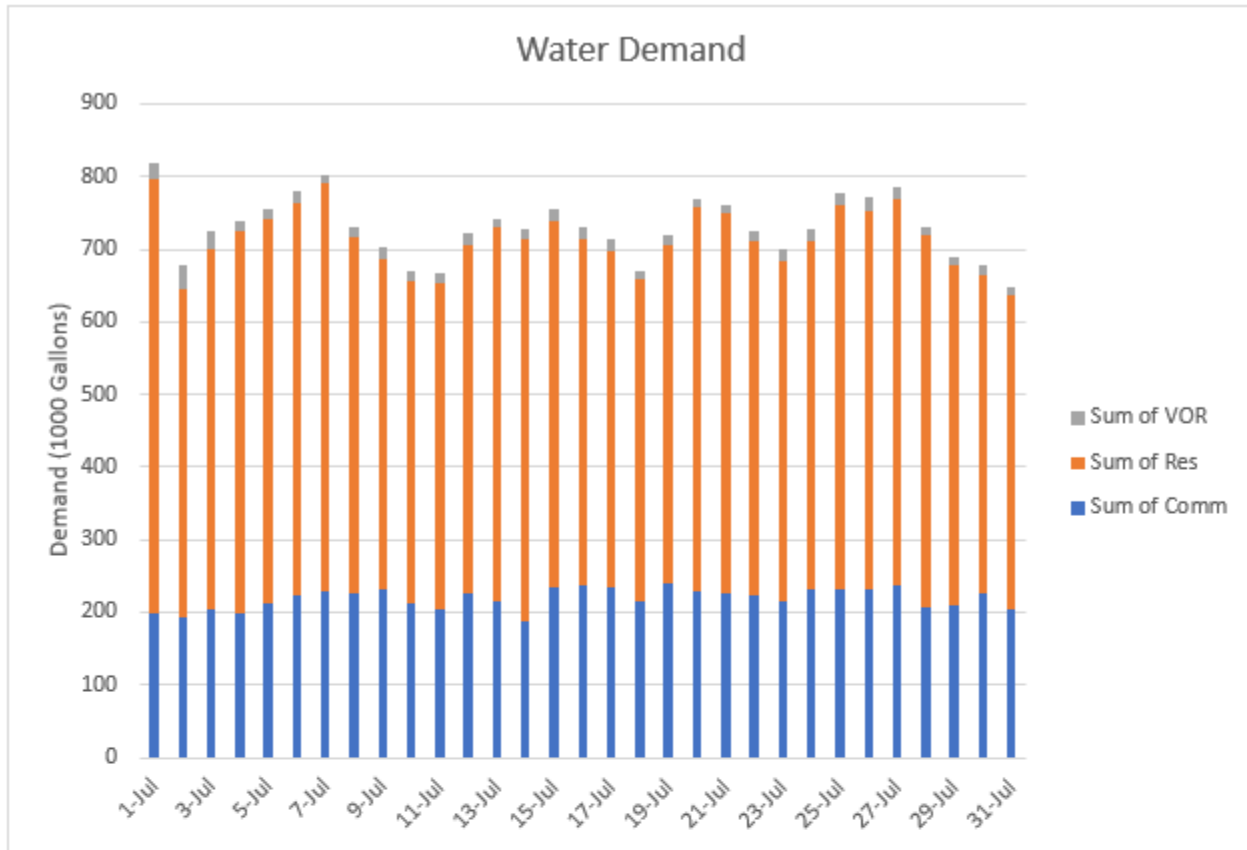
Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 09/24.
- Monitoring PRV's daily and repairing as needed.
- Backfilling around new vault for Little D PRV.
- A-2 Well – In back in service and is online.
- Maintenance crew is working on the piping in the Alto W. 5 MM Tank vault.
- Jack Johnson's crew will install (2) new intake pipes at Eagle Creek diversion.
- Installed a new pump at the SBRA pumphouse on 09/23/24.

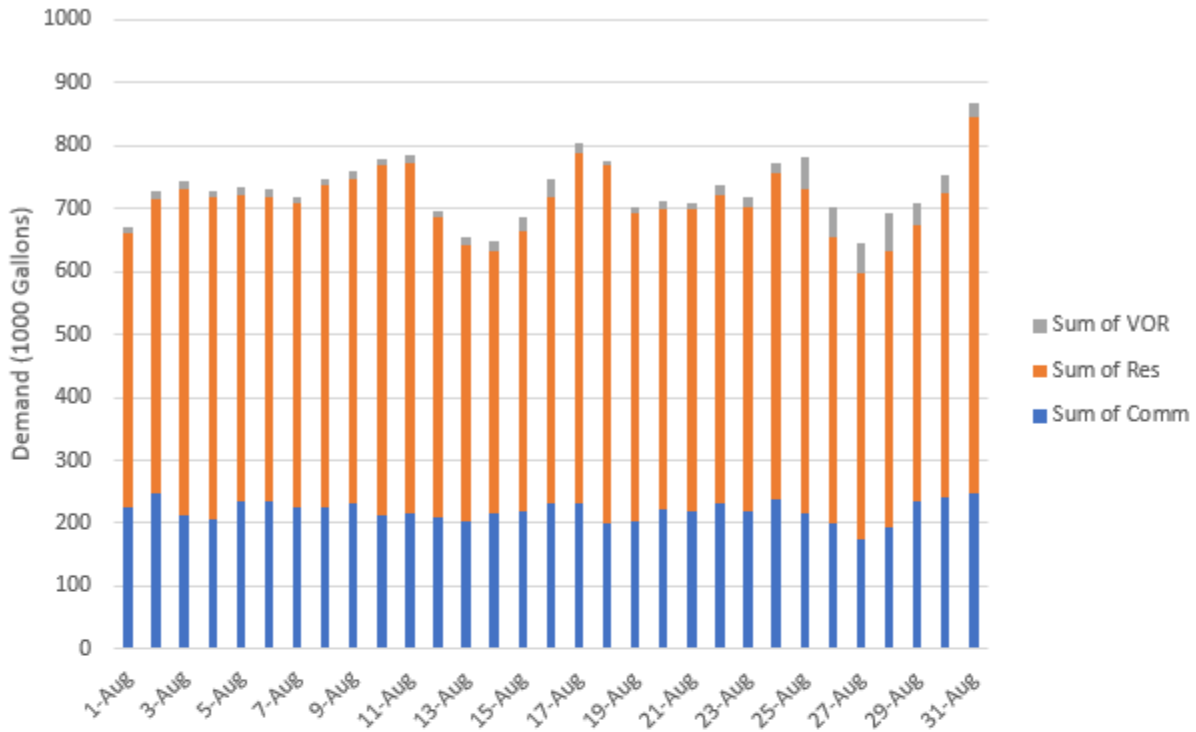
NMED/EPA/OSE

- Completed (20) Bac-T sampling for September.
- Completed May TOC samples for plant 3 & 4.
- Completed SUVA samples for September.
- Submitted MOR and TOC to NMED on 09/04/2024.
- Submitted Seepage data to NMOSE- DSB on 09/04/2024.
- Submitted AECOM's SOW for Alto DAM alternative analysis evaluation and design scope to NMOSE-DSB on 09/23/2024 for review and comments.

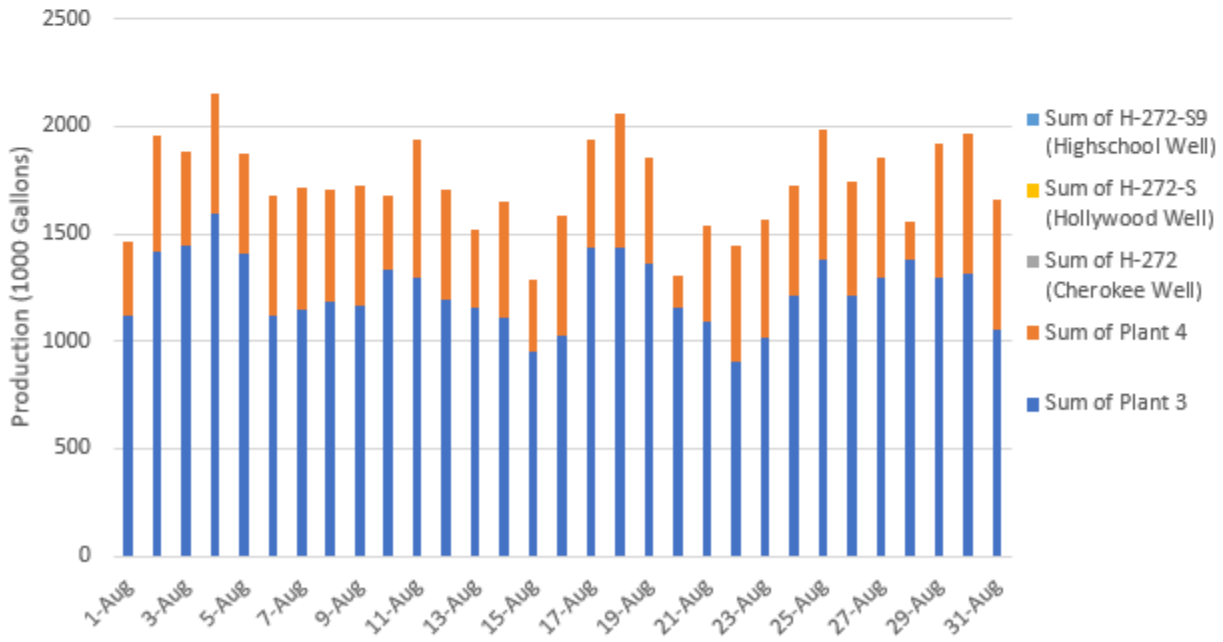
WATER RESOURCE



Water Demand



Water Production



AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 2.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: October 8, 2024

Re: Update on Proposed Development on Carrizo Canyon Road

Item Summary:

Update on Proposed Development on Carrizo Canyon Road

Financial Impact:

None

Item Discussion:

Update on Proposed Development on Carrizo Canyon Road

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 3.

To: Mayor Crawford and Councilors

Presenter(s): Cobb, Fendley & Assoc.

Meeting Date: October 8, 2024

Re: Presentation by Cobb, Fendley & Assoc., on the Hydrologic & Hydraulic (H&H) Modeling for Impacted Watersheds

Item Summary:

Presentation by Cobb, Fendley & Assoc., on the Hydrologic & Hydraulic (H&H) Modeling for Impacted Watersheds

Financial Impact:

None

Item Discussion:

Presentation by Cobb, Fendley & Assoc., on the Hydrologic & Hydraulic (H&H) Modeling for Impacted Watersheds

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 4.

To: Mayor Crawford and Councilors

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

Meeting Date: October 8, 2024

Re: Update on Wingfield Heritage House Museum Ribbon Cutting and Open House Celebration

Item Summary:

Wingfield Heritage House Museum Ribbon Cutting and Open House Celebration

Financial Impact:

None

Item Discussion:

Wingfield Heritage House Museum Ribbon Cutting and Open House Celebration

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 5.

To: Mayor Crawford and Councilors

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

Meeting Date: October 8, 2024

Re: Update on Toss No Mas Community Cleanup

Item Summary:

Update on Toss No Mas Community Cleanup

Financial Impact:

None

Item Discussion:

Update on Toss No Mas Community Cleanup

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 6.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: October 8, 2024

Re: Update on Starlite Road

Item Summary:

Update on Starlite Road

Financial Impact:

None

Item Discussion:

Update on Starlite Road

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 7.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: October 8, 2024

Re: Update on Perk Canyon

Item Summary:

Update on Perk Canyon

Financial Impact:

None

Item Discussion:

Update on Perk Canyon

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Public Hearings - 1.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney

Meeting Date: October 8, 2024

Re: Public Hearing 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:

Public Hearing 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:

Public Hearing 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.

Recommendations:

To Approve Adoption of 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

Tularosa Telecommunications, Inc.

Franchise Agreement

Village of Ruidoso

Ordinance 2024-06 (November 27, 2024 thru November 26, 2031)

VILLAGE OF RUIDOSO ORDINANCE 2024-06

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.

THIS ORDINANCE SUPERCEDES ORDINANCE 2017-14

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, THIS 8TH DAY OF OCTOBER 2024.

BY: _____

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini S. Turri, MMC, Village Clerk

Jini S. Turri, 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.

Jini S. Turri, Village Clerk

ACCEPTED THIS ____ day of _____, 2024.

Tularosa Telecommunications, Inc.

Signature: _____

Name: _____

Title: _____

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

Regular Items - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 8, 2024

Re: Discussion and Possible Action on Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.

Item Summary:

Discussion and Possible Action on Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.

Financial Impact:

Revenues Associated with Ramp Fees will be Deposited in the Airport Enterprise Fund.

Item Discussion:

Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.

Recommendations:

To Approve Sierra Blanca Regional Airport, Reinstating Ramp Fees to Allow the Village to Increase Revenues Needed to Operate the Sierra Blanca Regional Airport.

ATTACHMENTS:

Description

Aircraft Parking Price List

Aircraft Parking Price List

Aircraft	Hangar / Nightly	Hangar / Monthly	Ramp / Overnight
Single Engine Piston	\$70.00	\$300.00	\$20.00
Multi Engine Piston	\$150.00	\$600.00	\$40.00
Small Helicopter	\$70.00	\$300.00	\$20.00
Large Helicopter	\$150.00	\$600.00	\$40.00
Small Turbo Prop	\$150.00	\$600.00	\$40.00
Large Turbo Prop	\$150.00	\$800.00	\$50.00
Small Jet	\$150.00	\$600.00	\$50.00
Midsized Jet	\$250.00	\$800.00	\$85.00
Large Jet	\$500.00	\$1000.00	\$150.00

One night ramp fee waved with a 50-gallon Jet A fuel purchase for Small and Midsized Jets.

One night ramp fee waved with a 100-gallon Jet A fuel purchase for a Large Jet.

One night ramp fee waved with a 20-gallon Avgas/100LL fuel purchase.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 8, 2024

Re: Discussion and Possible Action on Change Order No. 1 on ITB 2024-001B with American Road Maintenance to Perform Pavement Maintenance on Two Areas on the Apron, Remove Markings, Apply Crack Seal, Apply Seal Coat and Apply Markings. In the Amount of \$87,000.00 Including NMGRT.

Item Summary:

Discussion and Possible Action on Change Order No. 1 on ITB 2024-001B with American Road Maintenance to Perform Pavement Maintenance on Two Areas on the Apron, Remove Markings, Apply Crack Seal, Apply Seal Coat and Apply Markings. In the Amount of \$87,000.00 Including NMGRT.

Financial Impact:

The project will be fully funded by the residual balance in the New Mexico State Aviation Grant Agreement, Project # SRR-23-03, Contract # AVA1509.

Item Discussion:

Change Order No. 1 on ITB 2024-001B with American Road Maintenance to Perform Pavement Maintenance on Two Areas on the Apron, Remove Markings, Apply Crack Seal, Apply Seal Coat and Apply Markings. In the Amount of \$87,000.00 Including NMGRT.

Recommendations:

To Approve Change Order No. 1 on ITB 2024-001B with American Road Maintenance to Perform Pavement Maintenance on Two Areas on the Apron, Remove Markings, Apply Crack Seal, Apply Seal Coat and Apply Markings. In the Amount of \$87,000.00 Including NMGRT.

ATTACHMENTS:

Description
Change Order
Opinion of Cost
Supplemental Areas
Letter

CONTRACT CHANGE ORDER NO. 1
or
SUPPLEMENTAL AGREEMENT NO.

AIRPORT: Sierra Blanca Regional Airport

DATE: September 25, 2024

LOCATION: Ruidoso, New Mexico

AIP NO.:

CONTRACTOR: American Road Maintenance

ITB 2024-011B

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	Pavement Maintenance Apron (With NMGRT)	1	EA	1	\$87,000.00
This Change Order Total (with NMGRT)				\$87,000.00	
Previous Change Order(s) Total			\$0		
Original Contract Price			\$404,676.70		
Revised Contract Total			\$491,676.70		

The time provided for completion in the Contract is (unchanged) (decreased) (increased) by 0 calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply. Changes are shown on the attached Quantities Tabulation.

Recommended by: Tim J Archibugi 10/4/2024
 Engineer Date

Approved by: _____
 Owner Date

Accepted by: [Signature] 10/4/2024
 Contractor Date

Approved by: [Signature] 10/4/2024
 State Aviation Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted. State Aviation concurrence is required when State participation is anticipated.

NMDOT No. SRR-23-003 ITB 2024-011B

Contract Change Order No. 1

AIRPORT: Sierra Blanca Regional Airport

LOCATION: Ruidoso, New Mexico

State Approval: Required

- This approval is subject to the availability of State funds and limitations of the Grant Agreement.
- This approval is subject to the availability of State funds and limitations of the Grant Agreement and comments in our letter dated _____.
- This approval is for record purposes only, with no State participation.

By:  _____ 10/4/2024
NMDOT Aviation Department Representative Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted. NMDOT Aviation Division concurrence is required when State participation is anticipated.

AIRPORT: Sierra Blanca Regional Airport

LOCATION: Ruidoso, New Mexico

JUSTIFICATION FOR CHANGE

- 1. Brief description of the proposed Contract change(s) and location(s).

The proposed Supplemental Agreement is to perform Pavement Maintenance on two areas on the apron using a contractor that will be doing other work on the airport. This was not included in the design or construction of the Taxiway B project. An extra area of apron will be maintenance approx. 26,000 SY with markings removal and reapplied as well as crack sealed.

- 2. Reason(s) for the change(s). (Continue on reverse if necessary.)

The Village of Ruidoso would like to have these areas maintained to prevent further deterioration of the pavement. The State of New Mexico DOT Aviation Division has money in the budget and grant for this work.

- 3. Justifications for Unit Prices or Total Cost.

A cost for the proposed pavement maintenance was provided using existing bid prices and contractor on a current project at the airport. The cost appears to be within local costs of this type of aviation item.

- 4. The Sponsor's share of this cost is available from:

The cost of the project will be 100% funded by the State Aviation Division and no matching costs will be required.

- 5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ___ No ___ Not Applicable ___

- 6. Has Consent of Surety been obtained? Yes ___ No ___ Not Applicable ___

- 7. Will this change affect the insurance coverage? Yes ___ No x

- 8. If yes, will the policies be extended? Yes ___ No x

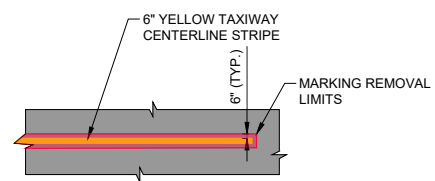
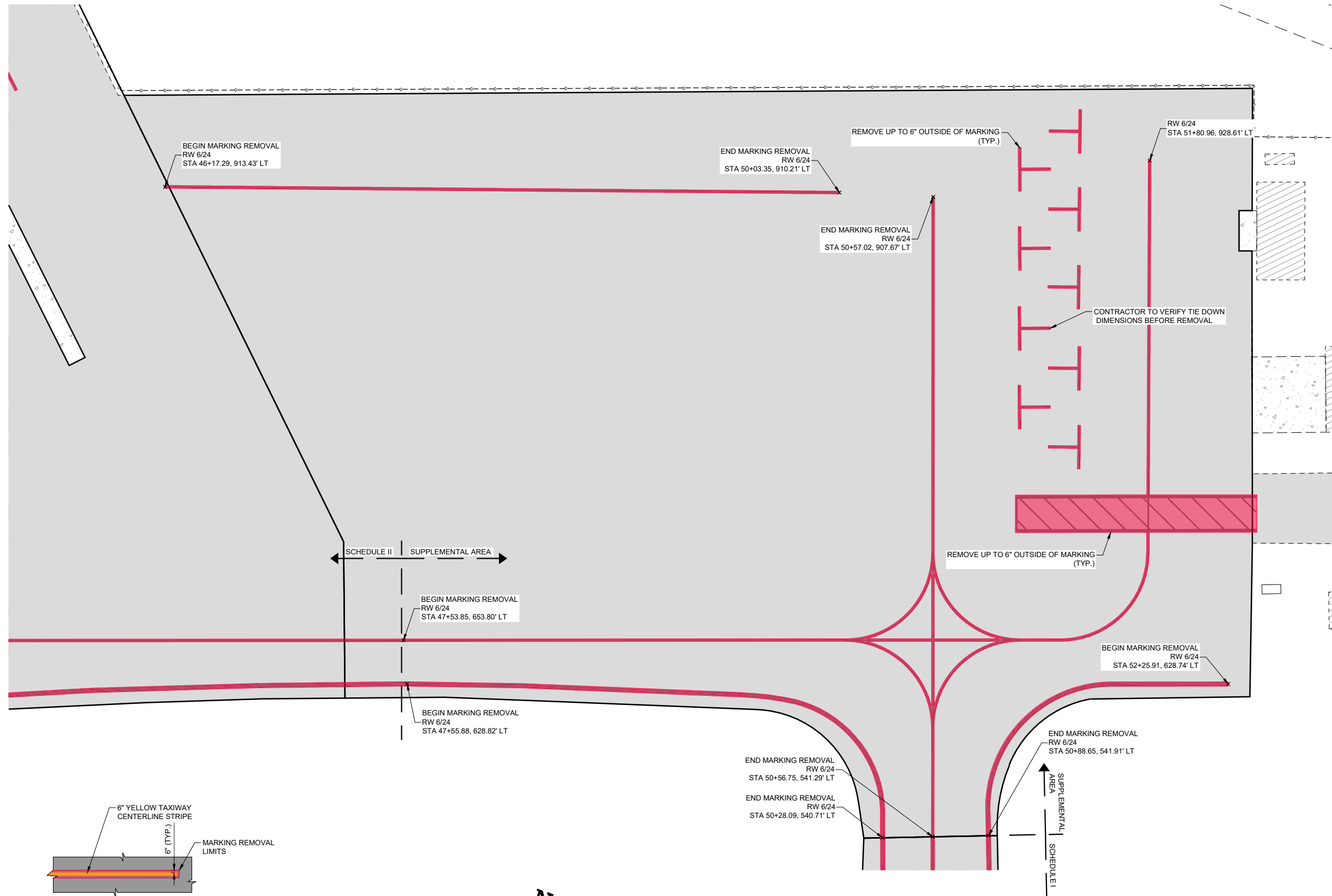
- 9. Has this Change Order been discussed with State officials?

Yes No ___ When August 2024 With Whom Jane Lucero

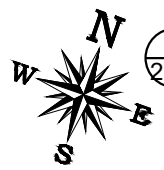
Airport	Sierra Blanca Regional Airport
Project	Supplemental Areas (Crack Seal and Seal Coat)
ACI	22748
Prepared by:	AM

RUIDOSO -SUPPLEMENTAL AREAS (Crack Seal and Seal Coat)						
No.	Item	Description of Work	Qty	Unit	Unit Price	Total
1	P-101	Crack Sealing	3,000	LBS	\$1.50	\$4,500.00
2	P-608	Emulsified Asphalt Seal Coat	25,523	SY	\$1.75	\$44,665.25
3	P-620a	Pavement Markings (Yellow, Black)	18,324	SF	\$1.00	\$18,324.00
4	P-620b	Reflective Media - Type III, Gradation A (Yellow)	981	LB	\$7.00	\$6,867.00
5	P-620f	Marking Removals	7,307	SF	\$0.75	\$5,480.18
TOTAL ESTIMATED CONSTRUCTION COST						\$79,836.43
TOTAL ESTIMATED CONSTRUCTION COST (INCL. NMGRT)						\$86,373.03

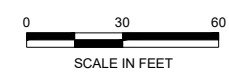
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2 TAXIWAY CENTERLINE MARKING
2.1B NOT TO SCALE



1 APRON MARKING REMOVAL PLAN
2.1B



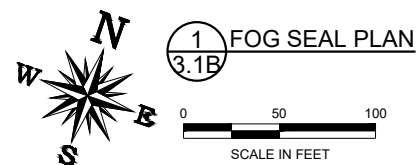
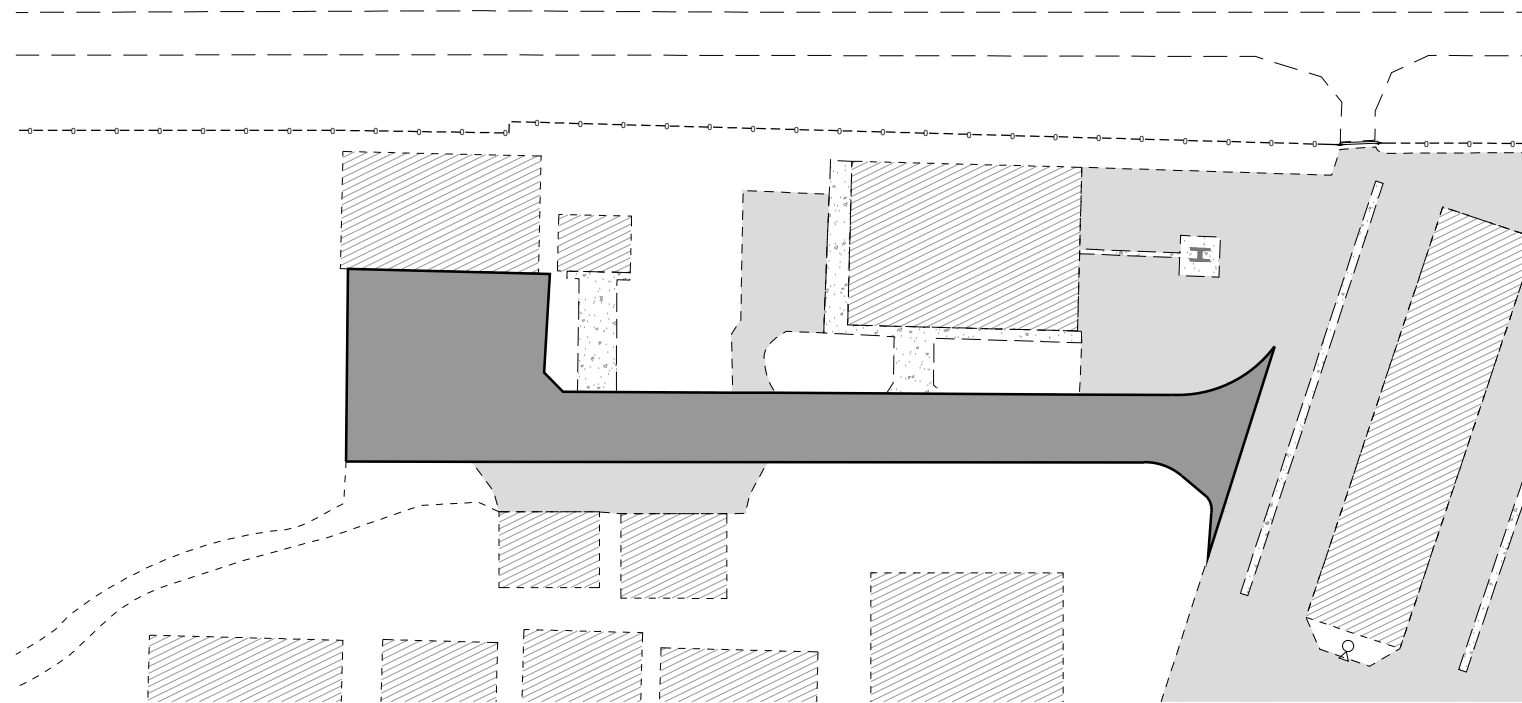
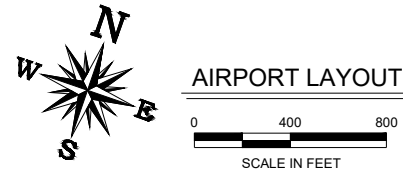
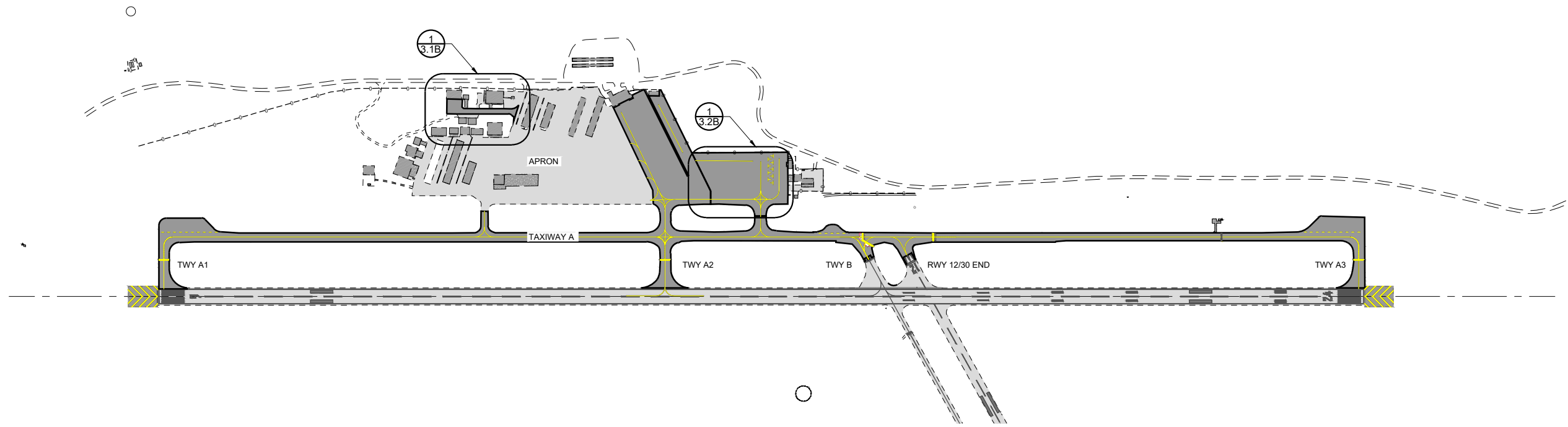
No.	Revision	Date	By

ACI No. 22748
Date: 10/2/24
File Name: 22748102B

Drawn: MAC
Checked: TJA
Approved: DJH

**MARKING
REMOVAL
PLAN**

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LEGEND

▬ LIMITS OF FOG SEAL / CRACK SEAL

SIERRA BLANCA REGIONAL AIRPORT
RUIDOSO, NEW MEXICO
SUPPLEMENTAL AREA
PAVEMENT MAINTENANCE

No.	Revision	Date	By

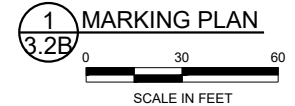
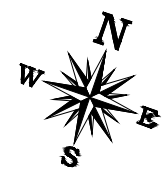
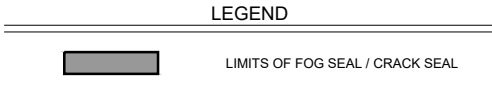
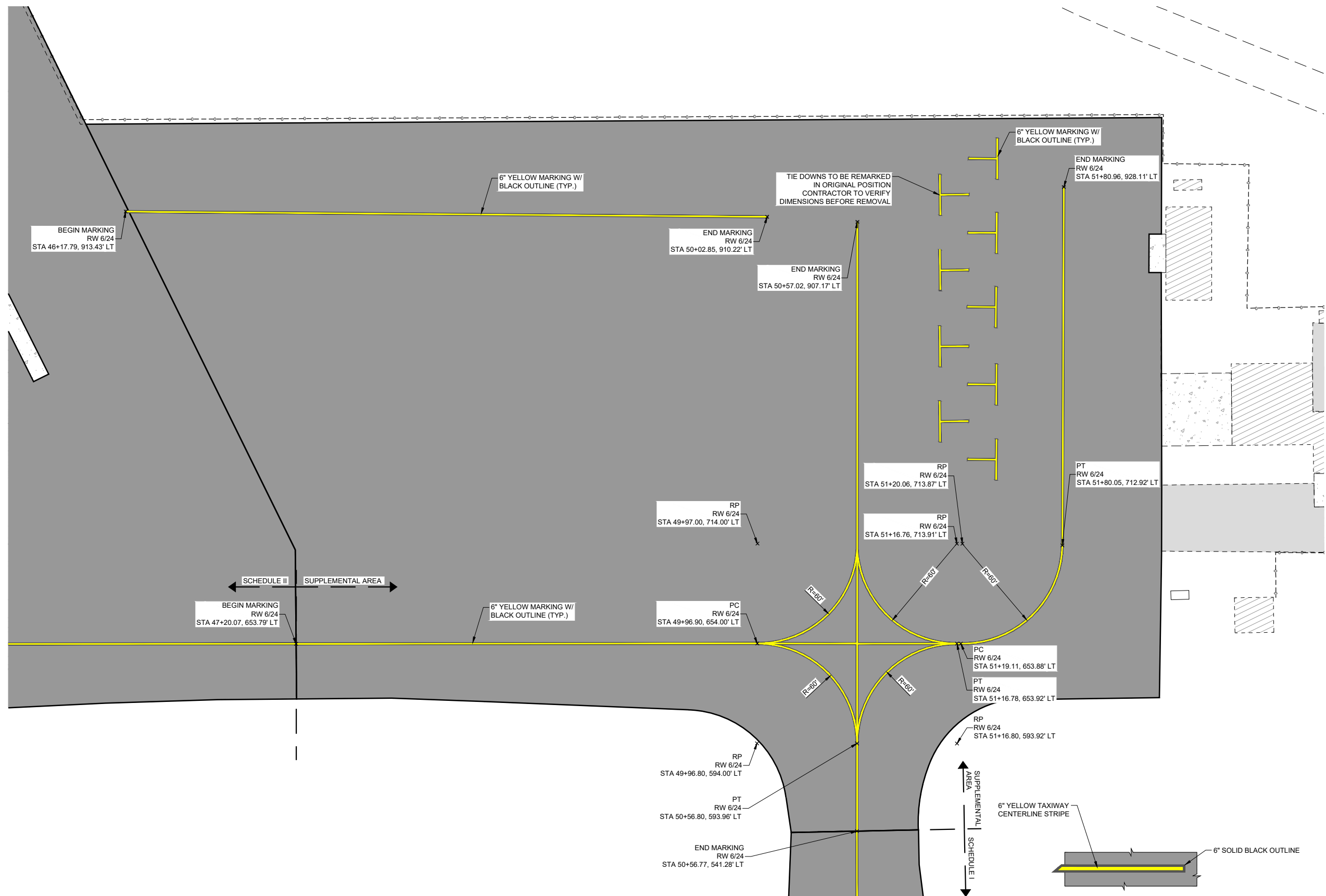
ACI No. 22748
Date: 10/2/24
File Name: 22748103B

Drawn: MAC
Checked: TJA
Approved: DJH

MARKING
PLAN

Sheet: 3.1B

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No.	Revision	Date	By

ACI No. 22748
Date: 10/2/24
File Name: 22748103B

Drawn: MAC
Checked: TJA
Approved: DJH

October 4, 2024

Mayor Lynn Crawford
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Change Order #1 Recommendation Letter ACI No. 22748
Additional Areas – Apron (Marking Removals, Crack Seal, Seal Coat and Remarkings)
Sierra Blanca Regional Airport – Ruidoso, NM
ITB No. 2024-011B

Dear Mayor:

The NMDOT Aviation Department had funding left over from a previous project at Sierra Blanca Regional Airport. Ms. Jane Lucero has asked if additional areas on the apron could be added to the pavement maintenance project. They will be completed using the current contract with American Road Maintenance. The current bid prices would be used to complete approximately 26,000 square yards of area on the apron. The areas were identified by Mr. Lee Baker and an Opinion of Cost was prepared and is included with the Change Order attached.

The funding that will be used is the funding that was appropriated from the TW B project and this funding will be at 100% State match. The contractor, American Road Maintenance, has agreed to complete this project using their current prices on the current bid for the TW A and Apron Pavement Maintenance project.

Our recommendation is to agree to the Change Order for \$87,000.00 (incl. NMGRT) to complete the additional areas on the apron.

We will send the Change Order, opinion of cost, and drawings depicting the new areas to be completed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Tim Archibeque, P.E.
New Mexico State Program Director

Enclosures: Change Order, Opinion of Cost and Drawings

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 3.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney
Johnny Montoya, Windstream

Meeting Date: October 8, 2024

Re: Discussion and Possible Action of Renewal of RFP#2022-008P Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications for Broadband Expansion.

Item Summary:

Discussion and Possible Action of Renewal of RFP#2022-008P Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications for Broadband Expansion.

Financial Impact:

The Village match was already paid, so no additional funds needed.

Item Discussion:

Renewal of RFP#2022-008P Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications for Broadband Expansion.

Recommendations:

To Approve Renewal of RFP#2022-008P Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications for Broadband Expansion.

ATTACHMENTS:

Description
Renewal of Contract
Request for Renewal



**AMENDED
CONTRACT FOR GOODS AND SERVICES**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Windstream Services, 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: Capital Projects
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343
Fax: 575-258-5361
Email: purchasing@ruidoso-nm.gov

Windstream Services, LLC
ATTN: Rex Reeves, Vice President
Strategic Broadband Initiatives
Street: 4005 N Rodney Parham Rd
City, State, Zip: Little Rock, AR 72212
Email: Rex.reeves@windstream.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 RFP #2020-008P Broadband Expansion Project for the Village of Ruidoso 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. "Broadband Service" means internet service with speeds of at least 1 gigabit download and upload.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Procuring Agency" means any state agency or local public body that enters into an Agreement to

procure products or services.

- D. "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 (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- E. "Premises" means a parcel of land and the building on it.
- F. "Premises Passed" means Premises to which the Contractor has facilities capable of providing Broadband Service located within 100 feet of the Premise, but the Premise may or may not be connected to the Contractor's network.
- G. "Project" means development or improvement of broadband infrastructure throughout the Village of Ruidoso.
- H. "Project Completion" means Contractor has provided the Procuring Agency with Project documentation to the Procuring Agency's reasonable satisfaction, That the number of Premises Passed is approximately 8,000 Premises within the Village of Ruidoso, and that the Project documentation is suitable for ARPA funding acceptance.
- I. "RFP" means Request for Proposals as defined in statute and rule.
- J. "You" and "your" refers to Valor Telecommunications of Texas, LLC dba Windstream Communications. "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

The Contractor shall perform the work as outlined below:

The Contractor agrees to design, construct, operate and maintain telecommunications equipment and facilities which are capable of providing Broadband Service to 8,000 Premises Passed within the Village limits of the Procuring Agency, with timelines defined in **Attachment B**. The Village intends the Project to be deployed in a continuous fashion commencing immediately upon contract execution. ***The Village Project must be completed no later than December 31, 2025, or until project is complete.***

The parties agree that the Procuring Agency will provide Contractor \$2,000,000.00 (the "Funds") to design, construct, and install telecommunications equipment and facilities which are capable of providing Broadband Service to 8,000 Premises Passed within the Village limits of the Procuring Agency, as generally shown on the drawing attached hereto as **Attachment A**, pursuant to the terms of this Agreement. The Procuring Agency acknowledges that Contractor is receiving the Funds in consideration of its decision to construct and complete the Project. Contractor agrees to contribute \$4,813,792.00 in additional equipment, labor, and services to the Project. The Premises Passed count is based upon internal address data Contractor obtained from multiple vendors. Upon completion of the Project, Contractor will be able to offer Broadband Service to each premise within the Project area. Any Commercial properties within the Project area may require additional wiring/cabling inside the Premises that will be the property owner's responsibility.

No cost associated with the fiber drop from the terminal to the customer's home, the optical network terminal, the customer modem or the associated labor is included in the Project costs for which the Contractor is requesting reimbursement.

As the Contractor moves the Project through the planning, engineering and construction phases, it is expected that some costs defined within the budget will differ from the current estimates. The equipment needed and associated costs will change from these initial estimates but will stay materially in line with these projections. Any cost overruns from this initial budget will be fully absorbed by the Contractor.

The Procuring Agency will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to Contractor. Contractor retains full legal and/or beneficial title to any and all components of the Project, including during construction, and the components will be utilized as part of the Contractor network. Additionally, Contractor will manage the Project's assets for their most efficient use, consistent with current management practices of the Contractor network, including transferring title to, or allowing use by, other parties.

The Procuring Agency agrees to prepare and submit all reporting required in connection with its receipt of the Funds (the "State or Federal Reporting"), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State or Federal Reporting standards, Contractor will provide the Procuring Agency, in a timely manner, with information within its possession necessary for the Procuring Agency to fulfill its State or Federal Reporting obligations. Specifically, the Contractor will also provide reporting necessary for compliance with ARPA final rule found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>.

A. CONSTRUCTION REQUIREMENTS

1. The Contractor will fully engineer and permit the project prior to commencement of construction as a function of the negotiated contract.
2. Contractor shall be responsible for obtaining all required private easements, required right-of-way approvals, and licenses associated with the project, prior to construction.
3. Contractor shall provide a Network architecture which offers path diversity and redundant topology for network resiliency.
4. Contractor shall comply with all applicable federal, state and local safety rules and regulations.
5. Contractor should expect that upon completion of a negotiated contract, and commencement of work by the Contractor, the Village will provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract.
6. Contractor shall expect to have all routes surveyed by a licensed surveyor as well as provide the Village with GIS/CAD mapping showing the location of all facilities deployed and service areas coverage maps.
7. Contractor shall provide the Village with periodic reports of daily/weekly activity and

progression towards milestones.

8. Contractor shall coordinate project deployment with all utilities.
9. Contractor shall provide on-site project construction inspections to ensure design compliance.
10. Contractor shall demonstrate Broadband Service network performance at all premises.

3. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay \$1,000,000.00 to the Contractor via wire transfer or check following Procuring Agency's receipt of the Contractor's Project schedule deliverable containing calendar dates for Project tasks and milestones. The Procuring Agency shall pay the final \$1,000,000.00 to the Contractor within thirty (30) days following Procuring Agency's receipt and acceptance of Project Completion Deliverable documents.

B. Payment. The total compensation provided by the Procuring Agency to the Contractor under this Agreement shall not exceed \$2,000,000.00 including applicable taxes. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. 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. 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. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** 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. Performance Bond. Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount equal to one hundred percent of contract price, and a Payment Bond in an amount equal to one hundred percent of the contract price for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. Both performance and payment bonds must be executed by a surety company authorized to do business in the State of New Mexico satisfactory to the Village of Ruidoso. Said surety to be approved in Federal Circular 570 as published by the United States Treasury Department or the State Board of Finance or the local governing authority. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.

4. Term.

This *amended* agreement shall be effective ***October 1, 2024, through December 31, 2025, as requested in the "Request for Renewal Letter" attached hereto or until the end of the project***, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

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 (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) 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. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

24. 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 PE10-249 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.

25. 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.

26. 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.

27. 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.

28. **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.

29. **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.

30. **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **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.

32. **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.

33. **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.

34. **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:

Danny Ferguson

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.

35. 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.

36. 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.

37. 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.

39. 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:

- i. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- ii. Property damage or combined single limit coverage: \$1,000,000.
- iii. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- iv. 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.

40. 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:

Windstream:

Lynn D. Crawford, Mayor

Rex Reeves, Vice President – Strategic Broadband
Initiatives

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC
Village Clerk

APPENDIX E – ADDITIONAL FEDERAL REQUIREMENTS

Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
- ✓ Participate in the FCC’s Affordable Connectivity Program (ACP)
 - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Windstream Services, LLC
4005 N. Rodney Parham Road
Little Rock, Arkansas 72212



Rex Reeves
Vice President – Strategic Broadband Initiatives

October 2, 2024

Zach Cook, LLC
1202 Sudderth # 425
Ruidoso, New Mexico 88345
zach@zachcook.com

RE: Renewal of the Contract for Goods and Services between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest dated August 11, 2022 (“Broadband Agreement”)

Dear Mr. Cook,

This letter is intended to reflect an understanding between the Village of Ruidoso and Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest regarding the Parties’ Broadband Agreement referenced above.

The Parties acknowledge that the Project covered by the agreement is undergoing work and has not yet been fully completed.

Thus, in order to continue the collaborative efforts between the Parties through Project Completion, the Parties agree to renew the Broadband Agreement until December 31, 2025. Except as expressly modified by this renewal letter, all terms, conditions, and provisions of the Broadband Agreement shall remain in full force and effect.

This renewal letter constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, related to such subject matter.

This letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Please have an authorized signatory for the Village sign below to confirm agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rex Reeves', written over a light blue horizontal line.

Rex Reeves
Vice President – Strategic Broadband Initiatives
Windstream

CC: Johnny Montoya, Windstream (johnny.montoya@windstream.com)

AGREED TO AND ACCEPTED BY:

Village of Ruidoso

Signature

Name

Date

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 4.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney
Alex Koenig, Community Development Director

Meeting Date: October 8, 2024

Re: Discussion and Possible Action on Resolution 2024-42, a Resolution Suspending Time Limits for Certain Planning and Zoning Applications.

Item Summary:

Discussion and Possible Action on Resolution 2024-42, a Resolution Suspending Time Limits for Certain Planning and Zoning Applications.

Financial Impact:

None.

Item Discussion:

Resolution 2024-42 would allow a suspension of time limits in which certain planning and zoning applications that have been submitted and denied, could be re-submitted. The Resolution would only apply to certain planning and zoning applications that were submitted for properties affected by the South Fork and Salt Fires and subsequent flooding created by those fires. The Governing Body will review the impact of this Resolution on or before October 8, 2025 to determine if the Resolution should remain in effect.

Recommendations:

To Approve Resolution 2024-42, a Resolution Suspending Time Limits for Certain Planning and Zoning Applications.

ATTACHMENTS:

Description

Resolution 2024-42

**VILLAGE OF RUIDOSO
RESOLUTION 2024-42**

**SUSPENDING TIME LIMITS FOR CERTAIN PLANNING
AND ZONING APPLICATIONS**

WHEREAS, the recent South Fork and Salt Fires and subsequent floods have left many households in Ruidoso without permanent housing, creating threats to household stability in Ruidoso; and

WHEREAS, there is a regional housing shortage that limits housing options for people looking to find affordable housing options; and

WHEREAS, the Governing Body of the Village of Ruidoso desires to relieve the grief and economic burden faced by the victims of the fires and floods to whatever extent it is able to do so; and

WHEREAS, Chapter 54 of the Village of Ruidoso Code of Ordinances provides that certain applications that require approval from the Planning Commission may not be re-submitted to the Planning Commission until a certain amount of time after having previously been denied (hereinafter referred to as “prior denial time limits”); and

WHEREAS, the Governing Body of the Village of Ruidoso finds that is in the public interest to temporarily suspend prior denial time limits contained in Chapter 54 of the Village of Ruidoso Code of Ordinances.

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

Section 1: The Village of Ruidoso hereby temporarily suspends the prior denial time limits contained in Chapter 54 of the Village of Ruidoso Code of Ordinances for properties that were affected by the South Fork and Salt Fires and subsequent floods created by those Fires.

Section 2: The Governing Body of the Village of Ruidoso will review the impact of this Resolution on or before October 8, 2025 to determine if this Resolution should remain in effect.

Section 3: This Resolution shall take effect upon adoption by the Council.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the VILLAGE OF RUIDOSO this 8th day of October, 2024.

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

**(SEAL)
ATTEST:**

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 5.

To: Mayor Crawford and Councilors

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

Meeting Date: October 8, 2024

Re: Discussion and Possible Action on Multi-Award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

Item Summary:

Discussion and Possible Action on Multi-Award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

Financial Impact:

Each project will be awarded via task order. Funding for projects will be paid from grants, department budgets, and/or SGRT.

Item Discussion:

Six proposals were received and evaluated. The committee discussed the responses to the evaluation criteria and reference provided and collectively scored the proposals. The evaluation committee recommends the award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to the three firms that scored the highest: Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

Recommendations:

To Approve Multi-Award of RFP# 2025-001P Professional Engineering Services for Watershed Projects to Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects.

ATTACHMENTS:

Description
Evaluation Criteria Summary Totals

EVALUATION CRITERIA Summary Totals
9/19/2024 @ 4:00 PM

CRITERIA AND POINT VALUES FOR RFP #2025-001P Professional Engineering Services for Watershed Projects

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Cobb Fendley	Community Design Solutions	JE Fuller	Natural Channel Design	Souder, Miller and Associates	Wilson & Company
B. Technical Specifications							
1. Organizational Experience Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.	40	37	21	21	37	29	36
2. Organizational References Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix E. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.	20	18	12	16	20	9	19
3. Mandatory Specifications Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.	30	27	20	23	27	20	27

4. Desirable Specifications Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.	10	9	3	7	9	5	8
C. Business Specifications							
1. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2. Debarment Certification (Appendix G)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
3. Non-Collusion Affidavit (Appendix H)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
4. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
5. New Mexico Resident Business Preference	8	8	8	0	0	8	0
6. New Mexico Resident Veterans Preference	10	0	0	0	0	0	0
TOTAL POINTS:	110	100	64	67	94	71	89

Christy Coley
Purchasing Agent

9/20/2027
Date

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: October 8, 2024

Re: Discussion and Possible Action on Professional Service Agreements with Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects. for Watershed Projects Awarded through RFP #2025-001P.

Item Summary:

Discussion and Possible Action on Professional Service Agreements with Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects. for Watershed Projects Awarded through RFP #2025-001P.

Financial Impact:

Cost will be determined by submitted fee schedule and task order. The funds for the projects will be paid from SGRT, Watershed, Department Budgets, and Grant Funding. There is no impact at this time.

Item Discussion:

The Village of Ruidoso conducted a multi-award RFP for Profession Engineering Services for Watershed Projects. It is anticipated that the awards under this RFP will result in Professional Services Contracts for an initial term of one-year with the option to renew for up to three (3) additional years.

Recommendations:

To Approve Professional Service Agreements with Cobb, Fendley & Associates, Inc., Natural Channel Design Engineering, Inc., and Wilson & Company, Inc., Engineers & Architects. for Watershed Projects Awarded through RFP #2025-001P.

ATTACHMENTS:

Description

Cobb Fendley Contract

Natural Channel Designs Contract

**PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES FOR WATERSHED PROJECTS**

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Cobb, Fendley & Associates, Inc.
ATTN: Sean Wolfe
Title: PE
Street: 3820 Academy Parkway North NE
City, State, Zip: Albuquerque, NM 87109
Phone: 505-508-0786
Email: swolfe@cobbfendley.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 Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS all terms and conditions of the RFP #2025-001P Professional Engineering Services for Watershed Projects and the Consultant’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 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local 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 (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to Cobb, Fendley & Associates, Inc. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any

authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective October 9, 2024, through October 8, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant

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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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, Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant 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 Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event, any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. The Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

[Insert Consultant Staff Name(s)]

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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. 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 Consultant 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 Consultant 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants 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 Consultant 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 Consultant 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 Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate

- or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
 - C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
 - E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
 - F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - G. Notice of awarding agency requirements and regulations pertaining to reporting.
 - H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
 - I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
 - L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant 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. Errors and Omission Insurance: Consultant agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant 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 Consultant. 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.

40. 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:

Cobb, Fendley & Associates, Inc.:

Lynn D. Crawford, Mayor



Sean Wolfe, PG

Date: _____

Date: 9/25/2024

ATTEST: _____
Jini S. Turri, Village Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES FOR WATERSHED PROJECTS**

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Natural Channel Design, hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Natural Channel Design Engineering, Inc.
ATTN: Ilan Feder
Title: CEO
Street: 2900 N West Street, Ste #5
City, State, Zip: Flagstaff, AZ 86004
Phone: 928-774-2336
Email: ilan@naturalchanneldesign.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 Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS all terms and conditions of the RFP #2025-001P Professional Engineering Services for Watershed Projects and the Consultant’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 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local 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 (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to Natural Channel Design Engineering, Inc. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any

authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective October 9, 2024, through October 8, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant

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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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, Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant 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 Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event, any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. The Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

[Insert Consultant Staff Name(s)]

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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. 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 Consultant 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 Consultant 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants 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 Consultant 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 Consultant 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 Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate

- or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
 - C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
 - E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
 - F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - G. Notice of awarding agency requirements and regulations pertaining to reporting.
 - H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
 - I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
 - L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant 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. Errors and Omission Insurance: Consultant agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant 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 Consultant. 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.

40. 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:

Natural Channel Design Engineering, Inc:

Lynn D. Crawford, Mayor

Alan Feder

Ilan Feder, CEO

Date: _____

Date: 9/23/2024

ATTEST: _____
Jini S. Turri, Village Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES FOR WATERSHED PROJECTS**

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Wilson & Company, Inc., Engineers & Architects, hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Wilson & Company, Inc., Engineers &
Architects

ATTN: Edward S. Cordova
Title: PE
Street: 4401 Masthead Street NE, Ste 150
City, State, Zip: Albuquerque, NM 87109
Phone: 505-348-4076
Email: edward.cordova@wilsonco.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 Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS all terms and conditions of the RFP #2025-001P Professional Engineering Services for Watershed Projects and the Consultant’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 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local 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 (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to Wilson & Company, Inc., Engineers & Architects. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date **WILL NOT BE PAID.**

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

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective October 9, 2024, through October 8, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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, Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant 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 Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-

Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event, any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. The Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

[Insert Consultant Staff Name(s)]

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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. 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 Consultant 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 Consultant 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants 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 Consultant 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 Consultant 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 Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in

the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant 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. Errors and Omission Insurance: Consultant agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.

C. Consultant 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 Consultant. 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.

40. 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:

**Wilson & Company, Inc.,
Engineers & Architects:**

Lynn D. Crawford, Mayor

Edward S. Cordova, PE

Date: _____

Date: _____

ATTEST: _____

Jini S. Turri, Village Clerk

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: October 8, 2024

Re: Discussion and Possible Action on Task Order RFP #2024-004P-02 with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Create a Storm Drain Infrastructure Asset Inventory in an Amount Not to Exceed \$154,491.75 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP #2024-004P-02 with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Create a Storm Drain Infrastructure Asset Inventory in an Amount Not to Exceed \$154,491.75 Including NMGRT.

Financial Impact:

The task order will be budgeted out of available funds in the SGRT Special Revenue Fund.

Item Discussion:

The Village is requesting services from Cobb, Fendley & Associates, Inc to conduct surveying and engineering services to create a storm drain infrastructure asset inventory. This will be a Village wide inventory dataset.

Recommendations:

To Approve Task Order RFP #2024-004P-02 with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Create a Storm Drain Infrastructure Asset Inventory in an Amount Not to Exceed \$154,491.75 Including NMGRT.

ATTACHMENTS:

Description
Task Order
Scope of Work

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Cobb, Fendley & Associates, Inc.
FY 2024**

1. **Task Order Number:** RFP#2024-004P-02
2. **Title:** Storm Drain Infrastructure Asset Inventory
3. **Location:** Village of Ruidoso
4. **Scope of Services Required:** Provide surveying and engineering services to create a storm drain infrastructure asset inventory
5. **Project Number:** _____
6. **Village Contact:** Christella Armijo or Ashlie Carabajal
Cobb Fendley Contact: Sean Wolfe
7. **Performance Time:** October 2024 – June 2025
8. **Estimated Cost:** \$154,491.75 including NM gross-receipts tax
9. **Attachments:** September 20, 2024 “Task Order #2, Contract RFP#2024-004P Village of Ruidoso Storm Drain Infrastructure Asset Inventory”
10. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Cobb, Fendley & Associates, Inc.

Lynn D. Crawford, Mayor

Sean Wolfe, PG, Region Manager

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

September 20, 2024

Ashlie Carabajal
Water Resources Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
Email: ashliecarabajal@ruidoso-nm.gov

VIA EMAIL

RE: Task Order #2, Contract RFP#2024-004P
Village of Ruidoso Storm Drain Infrastructure Asset Inventory

Dear Ashlie,

CobbFendley is pleased to continue to provide services to the Village of Ruidoso under the terms of our current contract. We will provide the following services to locate and identify the characteristics of existing drainage structures within the Village limits per your request. Our scope of work describing this effort is presented below. Total project budget, billed on a time and materials basis including New Mexico Gross Receipts Tax, is \$154,491.75.

Survey Services

CobbFendley will establish project control based on based on a local National Geodetic Survey (NGS) monument or utilizing Online Position User Service (OPUS) and tied to the New Mexico State Plane Coordinate System (NAD 83 – Central Zone) and NAVD 88 vertical datum. Following field verification of the control network, field location surveys will be conducted throughout the project limits.

All work will be completed in accordance with the Minimum Standards for Surveying in New Mexico and under the direction of a New Mexico Professional Surveyor. All above-mentioned survey/mapping activities shall be performed to meet Village of Ruidoso survey and ArcGIS standards.

Location Surveys of Existing Drainage Infrastructure:

CobbFendley will collect survey information to inventory existing drainage infrastructure throughout the Village of Ruidoso. We understand these data will be included in the existing asset inventory system maintained by the Village. We are aware that a location map of existing infrastructure is unavailable. Therefore, our efforts will include time to coordinate with the Village and locate structures in the field for inclusion in our data set.

Location of drainage structures will include the following information:

- Surveyed location tied to geodetic control including invert, crown, headwalls, training dikes, bank stabilization structures, junction boxes, and surrounding treatments such as slope paving, end sections, pavement or similar information
- Material type such as corrugated metal culvert, concrete box culvert, bridge

- opening, drop inlet, curb opening and related information.
- Size of structure such as pipe diameter, box culvert dimensions, structure length and other identifiable characteristics.

- Photograph of structure

ArcGIS Schema Feature Class Assignment

Collected data will be reviewed and sorted into a schema data set with the following category headings:

- Structure location
- Inlet/outlet elevations
- Structure dimensions – pipe diameter, box culvert opening, etc.
- Structure type – pipe, bridge, storm drain, drop inlet, manhole, etc
- Invert/crown elevation, grate elevation or similar
- Headwall elevation
- Material type
- Supporting structure – end section, slope paving, paved surface, etc.
- Structure condition

Deliveries will include:

- Ascii point files in Local Project Surface Coordinates (NAD 83/NAVD 88)
- digital photographs
- ArcGIS shape files and supporting schema data

The surveying services task has an undefined schedule given the limited record information available for review and data collection. Therefore, our fee is an estimate of effort required to collect the information in the field and assumes an eight-week (40 business days) level of effort to collect and catalog. However, additional time may be required to capture all the assets identified once field work begins.

TASK FEE (incl. NMGRT) \$119,006.25 Time & Materials
(40 days of survey crew and GIS data manager effort)

Engineering Services

A professional engineer will review any available record drawings such as construction plans, as-built record drawings, GIS records, and field reports provided by the Village Public Works Department. These reviews will help identify existing drainage infrastructure in support of the data collection effort.

TASK FEE (incl. NMGRT) \$35,485.50 Time & Materials

We will conduct a kick-off meeting with you and representatives from the Public Works department before initiating this work and provide weekly status reports and data files reflecting drainage infrastructure identified in the field.

We appreciate the opportunity to support the Village now and into the future as we work together toward recovery from the flooding resulting from the recent forest fires. Please feel free to contact me with any questions or additional information needs. Thank you very much.

Sincerely,



L. Brad Sumrall, PE
Principal
Senior Project Manager
Mountain Municipal Program

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 8.

To: Mayor Crawford and Councilors

Presenter(s): Ron Sena, Village Manager

Meeting Date: October 8, 2024

Re: Discussion and Possible Action on Task Order RFP-2024-003P-STAN-02 - Upper Sudderth Revitalization Project with Stantec Consulting Services, Inc., for a Total Project Cost Not to Exceed \$868,746.00 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP-2024-003P-STAN-02 - Upper Sudderth Revitalization Project with Stantec Consulting Services, Inc., for a Total Project Cost Not to Exceed \$868,746.00 Including NMGRT.

Financial Impact:

The grant will be budgeted in the Intergovernmental Grants Special Revenue Fund's Capital Projects line item (218-791-53006). The Village received a legislative appropriation in the amount of \$465,000 as a local match.

Item Discussion:

This task order is for planning and design professional services with Stantec Consulting Services, Inc. for the Upper Sudderth Revitalization Project. The location for the planning and design will be Main Road from the Sudderth Drive/Mechem Drive intersection to the Main Road/Vision Drive/D Street roundabout in Upper Canyon. This project will be funded by Economic Development Administration (EDA) Grant Award Number: ED24AUS0G0236.

Recommendations:

To Approve Task Order RFP-2024-003P-STAN-02 - Upper Sudderth Revitalization Project with Stantec Consulting Services, Inc., for a Total Project Cost Not to Exceed \$868,746.00 Including NMGRT.

ATTACHMENTS:

Description
Task Order
EDA Grant

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
STANTEC CONSULTING SERVICES, INC.**

FY2024

1. **Task Order Number:** RFP-2024-003P-STAN-02
2. **Title:** Upper Sudderth Revitalization Project
3. **Project Number:** EDA Award Number: ED24AUS0G0236
4. **Location:** Main Road from the Sudderth Drive/Mechem Drive Intersection to the Main Road/Vision Drive/D Street Roundabout in Upper Canyon
5. **Scope of Services Required:** Professional Services for Planning and Design (Scope of Work attached as Attachment "A")
6. **Village Contact:** Ronald Sena
Stantec Contact: Gene R. Paulk, P.E.
7. **Estimated Performance Time:** 18 months beginning within 30 days of the issuance of the Notice to Proceed
8. **Estimated Cost:** Not to Exceed \$868,746.00, Including NMGRT
9. **Attachments:** Planning and Design Fee Proposal
10. **The parties hereto executed the original Task Order on: (date)** _____

Lynn D. Crawford
Mayor
Village of Ruidoso

Gene R. Paulk, P.E.
Senior Transportation Engineer
Stantec Consulting Services, Inc.

Date: _____

Date: _____

Attest: _____
Jini S. Turri
Village Clerk

Attachment “A”



Stantec Consulting Services Inc.
3831 E. Lohman Ave., Suite 200, Las Cruces, NM 88011

September 24, 2024

Ron Sena
Village Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Village of Ruidoso Historic Upper Canyon – Planning and Design Fee Proposal

Dear Mr. Sena:

Stantec is pleased to provide a proposed scope of work and estimate of engineering fees for the planning and design of Main Road from the Sudderth Drive/Mechem Drive intersection to the Main Road/Vision Drive/D Street roundabout in Ruidoso, NM.

The following is an overview of the proposed project tasks and associated fee estimate to support this project development.

Scope of Work:

1) Scoping Report

- Road Diet Study
- Drainage Study
- Traffic counts and turning movements at key intersections and projections for horizon year
- Traffic Analysis and modeling
- Inventory of existing conditions
- Utility Investigation
- Purpose and need statement
- Identification of typical section and study alternatives
- Property ownership map
- Conceptual design plan sheets for preferred alternate/s (typical sections, plan)
- Preliminary right-of-way, utility and permitting analysis
- Evaluation of alternatives for environmental/social impacts, traffic operations/mobility, safety, constructability, engineering feasibility, right-of-way/utility feasibility, drainage, public acceptance, and cost
- Matrix development and evaluation for comparison of alternatives
- Write Scoping Report

2) Public Involvement Plan

- Develop public involvement plan
- Public information meetings (3 hybrid in-person/virtual meetings)
- Stakeholder meetings (2 hybrid in-person/virtual meetings)
- Agency coordination
- Property owner interviews
- Develop and maintain project website

Design with community in mind

Reference: **Village of Ruidoso-Historic Upper Canyon Engineering Fees Estimate**

- 3) Environmental Investigation and Documentation
 - Environmental assessment for NEPA clearance including all required surveys
- 4) Engineering Design Support
 - Topographic surveying and mapping
 - Geotechnical investigation including pavement structure design
 - Subsurface Utility Engineering, Level A/B
 - Utility Coordination
 - Landscape Architecture
- 5) Preliminary Roadway Design Plans (30% and 60% Design Plans)
 - Series 1 Sheets – cover sheet, vicinity map, index, general notes, summary of quantities
 - Existing and proposed typical sections
 - Quantity schedules including surfacing, structures, concrete, fencing and miscellaneous
 - Intersection layout and details for side roads
 - Intersection layout and details for Main Rd/Vision Dr/D St Roundabout
 - Plan and profile sheets for Main Rd. and Main Rd/Vision Dr/D St Roundabout
 - Turnout profiles
 - Temporary traffic control plans including advanced signing, sequence of construction, typical sections, traffic control quantity schedules and traffic control plans
 - Permanent striping and signing plans, notes, sign face details, signing/striping plans and quantity schedules
 - Lighting plans
 - Structure sections for cross drainage, turnouts and sideroads
 - Utility sheets showing existing utility locations and adjustments
 - Cross sections
 - Engineers Opinion of probable construction cost
- 6) Final Roadway Design Plans (90% and PS&E Design Plans)
 - Update, refine, detail, and modify preliminary roadway design plans
 - Engineer's opinion of probable construction costs
 - Bid documents
 - PS&E and work zone safety checklists
- 7) Project Management, Coordination and Quality Assurance
 - Initial site review, kick-off meeting
 - Design review meetings (virtually) – 30%, 60%, 90% and PS&E
 - Internal team coordination meetings
 - General project management including contract management, sub-consultant coordination, meetings with the Village of Ruidoso, and others
 - Quality assurance reviews by independent reviewer
 - Utility coordination
- 8) Expenses
 - Travel, lodging, meals

Reference: **Village of Ruidoso-Historic Upper Canyon Engineering Fees Estimate**

Proposed Fee:

Stantec proposes to lead this project out of our Las Cruces Office for a Lum Sum Fee of \$868,746 (including NMGRT).

Please let us know if you have any questions or need further assistance.

Sincerely,

Stantec Consulting Services Inc.

 Digitally signed by Gabby Contreras-Apodaca
Date: 2024.09.24 16:26:06 -06'00'

Gabby C.-Apodaca, PE
Senior Associate



Gene R. Paulk, PE
Senior Transportation Engineer



RECIPIENT INFORMATION

- 1. **Recipient Name(s)**
Village of Ruidoso
313 Cree Meadows Dr. Ruidoso, NM
88345-6939 US
- 2. **Congressional District of Recipient**
NM-02
- 3. **Employer Identification Number (EIN)**
856000650
- 4. **UEI**
U1ZWKN7PES24
- 5. **Recipient POC**
Samantha Serna
samanthaserna@ruidoso-nm.gov
- 6. **Authorized Official**
Ronald Sena
ronaldsena@ruidoso-nm.gov

FEDERAL AGENCY CONTACT INFORMATION

- 7. **Grant Specialist**
Brannon Sledge
bsledge@eda.gov
- 8. **Program Officer**
Jessica Falk
jfalk@eda.gov
- 9. **Grant Officer**
Jorge Ayala
jayala@eda.gov

FEDERAL AWARD INFORMATION

- 10. **Award Number / FAIN**
ED24AUS0G0236
- 11. **Award Type**
Grant
- 12. **Period of performance Start Date & End Date**
05/06/2024 - 05/05/2027
- 13. **Federal Share of Cost**
\$ 2328000
- 14. **Recipient Share of Cost**
\$ 465600
- 15. **Total Federal and Recipient Cost**
\$ 2793600
- 16. **Statutory Authority**
Public Works and Economic Development Act of 1965(42 U.S.C. § 3121 et seq.) as amended including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004 (P.L. 108-373).
- 17. **NOFO/RFA #**
EDA-DISASTER-2023
- 18. **Project Title**
High-T Highway Intersection Redesign
- 19. **Assistance Listing Number and Name**
11.307 - Economic Adjustment Assistance
- 20. **Award Action Type**
New Competing
- 21. **Multiyear Award?**
No
- 22. **R&D Award?**
- 23. **Construction Award?**
No
- 24. **Grants Officer – Signature and Date**
- 25. **Recipient – Signature and Date**

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

RECIPIENT NAME: Village of Ruidoso
PROJECT TITLE: High-T Highway Intersection Redesign
AWARD NUMBER: ED24AUS0G0236

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

- I. BUDGET INFORMATION
- II. STANDARD TERMS AND CONDITIONS
- III. SPECIFIC AWARD CONDITIONS
- IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

See Authorized Budget in Award Package.

SECTION II – STANDARD TERMS AND CONDITIONS

The following regulations and standard terms and conditions apply to this award:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to
 - 2 CFR § 1327.101 for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
- 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
- Other:

SECTION III – SPECIFIC AWARD CONDITIONS

The following Specific Award Conditions apply to this award:

See Specific Award Conditions in Award Package.

SECTION IV – OTHER