

**VILLAGE OF RUIDOSO
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, November 5, 2024 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS:

1. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, for Bravo 1 T- Hangar beginning November 12th, 2024.
2. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and T.S Houston for Charlie 1 T- Hangar beginning November 12th, 2024.
3. Discussion on State Grants-In-Aid Agreement to Public Libraries for FY 2025 between the New Mexico State Library and the Village of Ruidoso Public Library in the amount of \$10,287.08.
4. Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 90-805-19-16759 for Pavement Resurfacing on White Mountain Drive, Porr Drive, LL Davis Drive, Jack Little Drive, Leon Farrar Drive, and Wingfield Street in the Amount of \$1,776,453.68 Including NMGRT.
5. Discussion on Task Order RFP-2024-003P-BH-03 for US 70/NM 48 Intersection Design with Bohannan Huston, Inc., for a Total Project Cost of \$1,699,964.32 Including NMGRT.
6. Discussion on Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.
7. Discussion on Purchase and Installation of (9) Emergency Sirens from Federal Signal Corporation Alerting & Notification Systems, in the Amount of \$410,785.02 Including NMGRT.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2024-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk

at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: November 5, 2024

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, for Bravo 1 T- Hangar beginning November 12th, 2024.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, for Bravo 1 T- Hangar beginning November 12th, 2024.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and the Village of Ruidoso.

Item Discussion:

T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, for Bravo 1 T- Hangar beginning November 12th, 2024.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, For Bravo 1 T-Hangar beginning November 12th, 2024

ATTACHMENTS:

Description

BRAD STEWAR NEW LEASE AGREEMENT

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

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

LEASE FACILITY

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

N# 3512U_____.

TERM

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

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the amount of \$ 275.00_____, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

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

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

CONDITION OF PREMISE

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

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the

Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

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

ASSIGNMENT AND SUBLET

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

AIRPORT RULES, REGULATIONS, COMPLIANCE

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

TAXES, LICENSES, UTILITIES

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

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

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

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

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

INDEMNIFICATION and INSURANCE

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

CALAMITY AND CONDEMNATION

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

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

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

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

DEFAULT

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

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

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a

rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

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

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

BANKRUPTCY

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

USE OF FACILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICES

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

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

or hand delivered to:

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

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

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: November 5, 2024

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and T.S Houston for Charlie 1 T- Hangar beginning November 12th, 2024.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and T.S Houston for Charlie 1 T- Hangar beginning November 12th, 2024.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and the Village of Ruidoso.

Item Discussion:

T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, For Bravo 1 T-Hangar beginning November 12th, 2024.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and T.S Houston, For Charlie 1 T-Hangar beginning November 12th, 2024.

ATTACHMENTS:

Description

T.S. HOUSTON AGREEMENT

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month
CHARLIE HANGARS

PARTIES

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

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar C-1 hereinafter referred to as the facility, for the aircraft(s) registered as:

N# 654PV _____.

TERM

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

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the amount of \$ 275.00 _____, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

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

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

UTILITIES

Lessee (accepts does not accept) electric service provided by the Lessor. If electric service is accepted, the Lessor shall pay a system charge of \$25 per month which includes taxes. If the kilowatt usage of the unit exceeds \$25.00 in a month, the Lessor agrees to pay the excess at the actual rate by Otero County Electric Cooperative as bill to Village of Ruidoso.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee

loss resulting from ordinary use and wear accepted.

MAINTENANCE

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

INSPECTION OF FACILITY

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

ASSIGNMENT AND SUBLET

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

AIRPORT RULES, REGULATIONS, COMPLIANCE

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

TAXES, LICENSES, UTILITIES

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

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

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

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the

facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

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

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

CALAMITY AND CONDEMNATION

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

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

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

DEFAULT

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

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

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

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

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

BANKRUPTCY

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

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

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

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

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

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

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

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

NOTICES

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

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

or hand delivered to:

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

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

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

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

Meeting Date: November 5, 2024

Re: Discussion on State Grants-In-Aid Agreement to Public Libraries for FY 2025 between the New Mexico State Library and the Village of Ruidoso Public Library in the amount of \$10,287.08.

Item Summary:

Discussion on State Grants-In-Aid Agreement to Public Libraries for FY 2025 between the New Mexico State Library and the Village of Ruidoso Public Library in the amount of \$10,287.08.

Financial Impact:

Upon approval and an executed agreement, the funds, \$10,287.08, will be budgeted in the Special Library Fund (#213).

Item Discussion:

This is the yearly agreement for State Grants-In-Aid that is administered by the New Mexico State Library. The amount varies each year. The total amount is based on population and as well as the completion of the Annual Report.

Recommendations:

To Discuss State Grants-In-Aid Agreement to Public Libraries for FY 2025 between the New Mexico State Library and the Village of Ruidoso Public Library in the amount of \$10,287.08.

ATTACHMENTS:

Description

State Grants-In-Aid Agreement to Public Libraries for FY 2025

FY25 State Grants-in-Aid Checklist & Instructions

This DocuSign Email Contains the Following Documents	What To Do with The Documents
Grant Allocation Notification	<ul style="list-style-type: none"> - <i>SAVE</i> and/or <i>PRINT</i> a copy for your records.
FY25 State Aid Grant Agreement	<ul style="list-style-type: none"> - A person who has authority to enter into a legal contract with the State of New Mexico must electronically sign the FY25 State Aid Grant Agreement via DocuSign. - If you, the Library Director are not authorized to electronically sign the grant agreement, please use the <i>Assign to Someone Else</i> feature within DocuSign to send to the authorized person. - <i>Grant agreements</i> must be electronically signed via DocuSign by January 6, 2025.
4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016	<ul style="list-style-type: none"> - <i>SAVE</i> and/or <i>PRINT</i> copies for your records. - Ensure compliance with all requirements this year, to remain eligible for FY26 funding.
State Grants-in-Aid Expenditures Guidance Sheet - Revised October 2024	<ul style="list-style-type: none"> - <i>SAVE</i> and <i>PRINT</i> a copy for your records. - Refer to this document for how state aid funds can be spent – Note: this is not an exhaustive list; contact the Development Bureau with any questions. - Provide a copy to finance and any other individuals that are involved with purchases for the library.
State Aid Expenditures Tracking Sheet - <i>This will arrive in a separate email labeled as such</i>	<ul style="list-style-type: none"> - When received, <i>SAVE</i> the spreadsheet, and use it to track/maintain accurate records for FY25 state aid expenditures. - This spreadsheet <i>is required and must</i> be completed in its entirety and returned via email (<i>in Excel format</i>) to the Development Bureau by June 30, 2025.
What Happens Next? Email Carmelita.Aragon@dca.nm.gov with questions	<ul style="list-style-type: none"> - Once the grant agreement is electronically signed by the library’s authorized agent, the State Librarian will electronically sign. A complete signed copy will be emailed <i>via DocuSign</i> to the library director. - <i>SAVE</i> and <i>PRINT</i> a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons. - Once the grant agreement is fully executed, a request for payment will be made. The library’s financial agent will receive a check <i>or</i> ACH payment. - Spend ALL FY25 state aid funds in compliance with the 4.5.2 NMAC by June 30, 2025.


NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2025 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name	Ruidoso Public Library
2.	Remit to Name and Address	Ruidoso Public Library 313 Cree Meadows Ruidoso, NM 88345
3.	State of NM Vendor #	54454
4.	Project Title and Legal and Fiscal Data	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	New Mexico State Library Contact	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	Source of Funding	<i>State of N.M. Legislature - General Appropriation Act of 2025</i>
7.	Grant Type and Amount Received	Library Type Grant: Public Total Grant Amount: \$ 10,287.08 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	Allocation Period	Fiscal Year 2025 <u>ALL</u> State Grants-in-Aid funds must be spent by JUNE 30, 2025.
9.	Terms and Conditions of Allocation	<p>The state aid program is intended to supplement and encourage local effort in providing local library service. A library’s local budget shall not be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p> <p>State Aid Grant funds may be used for:</p> <ol style="list-style-type: none"> 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. <p>Recipients must report how all FY25 state grants-in-aid funds were spent in the FY25 Annual Report.</p>
10.	Date	10/28/2024

State Grants-in-Aid to Public Libraries Agreement
For FY2025

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Ruidoso Public Library**, located in **Ruidoso, NM**, hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Ten Thousand Two Hundred Eighty Seven Dollars and Eight Cents

(\$10,287.08) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Expend *all* grant funds before June 30, 2025;
6. No later than August 10, 2025, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL’s decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Signed: _____ **Date:** _____

My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

Print Name and Title: _____, Authorized Agent of Recipient

NMSL Signature

Signed: _____ **Date:** _____

Print Name and Title: Eli Guinnee, New Mexico State Librarian, Authorized Agent of NMSL

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

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

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter “the state aid program”) and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. “Annual report” means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year’s activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. “Basic library services” means free services provided in a library’s legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. “Bookmobile” means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. “Branch” means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. “Circulating materials” means items from library collections that are checked out by patrons for use outside of the library.

F. “Collection development policy” means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. “Community analysis and needs assessment” means an evaluation of a library’s legal service area, its current and future needs, and the library’s role in meeting those needs.

H. “Developing library” means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. “Fiscal year” means July 1 through June 30.

J. “Legal service area” means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library’s legal service area.

K. “Library board” means an administrative or advisory group comprised of representative members of the library’s community.

L. “Library collections” means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. “Library equipment” means equipment associated with the delivery of library services.

N. “Library staff” means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. “Matching funds” means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. “Public library” means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. “Reference services” means the provision of library staff to answer reference questions during all the hours the library is open.

R. “Strategic plan” means a detailed program to ensure that library services meet the current and future needs of the library’s legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to supplement and encourage local effort in providing local library service and is not intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive a state aid grant, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state aid funds received must be expended or encumbered for expenditure during the fiscal year in which they are given (i.e., *before* June 30 each year).

This guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid grant funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid grant funds **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Non-traditional circulating/educational items may also be allowable e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
 - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- Library Staff Professional Development
 - State aid funds can be used for library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library related training/workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including meals & lodging).
 - Library training, in-person and/or offered online that are provided to library staff on library related services/issues, and are organized and held at the library, or held at another location, e.g., NMSL or other library, etc. may also be allowable.
- Library Equipment
 - Equipment associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, library educational program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures →

Non-Allowable Expenditures - State aid grant funds **cannot** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., individual tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, i.e., the cost of parties, receptions, fund-raising events, other social functions, building maintenance, cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: November 5, 2024

Re: Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 90-805-19-16759 for Pavement Resurfacing on White Mountain Drive, Porr Drive, LL Davis Drive, Jack Little Drive, Leon Farrar Drive, and Wingfield Street in the Amount of \$1,776,453.68 Including NMGRT.

Item Summary:

Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 90-805-19-16759 for Pavement Resurfacing on White Mountain Drive, Porr Drive, LL Davis Drive, Jack Little Drive, Leon Farrar Drive, and Wingfield Street in the Amount of \$1,776,453.68 Including NMGRT.

Financial Impact:

The project will be paid out of the NMDOT grant received in the amount of \$2,000,000.

Item Discussion:

The Village of Ruidoso was awarded New Mexico Department of Transportation Project Funds. The project scope includes: repaving, patching and permanent striping on White Mountain Drive (1.2 miles), Porr Drive (1 mile), LL Davis Drive (0.7 miles), Jack Little Drive (0.7 miles), Leon Farrar Drive (0.5 miles) and Wingfield Street (0.9 miles) for a total of 5 miles.

The State Share is \$XXX and the Village Share is XXX. All allocated funds must be spent by XXX.

Recommendations:

To Discuss Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 90-805-19-16759 for Pavement Resurfacing on White Mountain Drive, Porr Drive, LL Davis Drive, Jack Little Drive, Leon Farrar Drive, and Wingfield Street in the Amount of \$1,776,453.68 Including NMGRT.

ATTACHMENTS:

Description

Estimate
Grant Agreement

CUTLER REPAVING, INC. - WORKSHEET ESTIMATE

DATE 10/21/2024
PROJECT Ruidoso total road project 4.9 miles total
CUSTOMER Village of Ruidoso
CONTACT Ronald Sena
Description 2 Inch Repaving

Item No.	Description	Unit	Price	Quantity	Cost
76	Trucking Three axle dump	Ton/Mile	\$0.70	236,597	\$165,617.90
4	Repaving with C&G	SY	\$4.36	67,350	\$293,646.00
15	Re-establish Permanent Centerline	LF	\$0.41	71,174	\$29,181.34
18	Rural traffic Control	Hour	\$275.00	166	\$45,650.00
13	Temporary Striping	LF	\$1.35	2,899	\$3,913.65
14	Temporary Tabs	Each	\$1.20	1,033	\$1,239.60
19	Flagging urban and rural	Hour	\$45.00	392	\$17,640.00
20	Sequential Arrow	Hour	\$30.00	252	\$7,560.00
22	Pilot Car	Hour	\$65.00	166	\$10,790.00
69	Asphalt Binder 70-22	ton	\$1,020.00	453	\$462,060.00
77	Hydrated Lime	ton	\$210.00	76	\$15,960.00
113	Hot Mix Asphalt SP-IV	ton	\$70.50	7,511	\$529,525.50
78	Polymer Emulsion	Ton	\$1,045.00	27	\$28,215.00
29	Mobilization	Miles	\$175.00	182	\$31,850.00
TOTAL					\$1,642,848.99
Ruidoso GRT			8.1325%	\$133,604.69	
TOTAL					\$1,776,453.68

DATE 10/21/2024
PROJECT Estimate for Patching
CUSTOMER Village of Ruidoso
CONTACT Ronald Sena
Description Patching in various locations

Item No.	Description	Unit	Price	Quantity	Cost
76	Trucking Three axle dump	Ton/Mile	\$0.70	45,000	\$31,500.00
4	Patching	SY	\$100.00	5,000	\$500,000.00
9	Milling	SY/IN	\$3.00	0	\$0.00
15	Re-establish Permanent Centerline	LF	\$0.41	0	\$0.00
18	Rural traffic Control	Hour	\$275.00	15	\$4,125.00
13	Temporary Striping	LF	\$1.35	0	\$0.00
14	Temporary Tabs	Each	\$1.20	0	\$0.00
19	Flagging urban and rural	Hour	\$45.00	0	\$0.00
20	Sequential Arrow	Hour	\$30.00	0	\$0.00
22	Pilot Car	Hour	\$65.00	15	\$975.00
69	Asphalt Binder 70-22	ton	\$1,020.00	60	\$61,200.00
77	Hydrated Lime	ton	\$210.00	0	\$0.00
113	Hot Mix Asphalt SP-IV	ton	\$70.50	1,000	\$70,500.00
78	Polymer Emulsion	Ton	\$1,045.00	4	\$4,180.00
29	Mobilization	Miles	\$175.00	0	\$0.00
TOTAL					\$672,480.00
Ruidoso GRT			8.1325%	\$54,689.44	
TOTAL					\$727,169.44

Street name	Trucking	Repaving	Milling	Permanent striping	Traffic control	Temp striping	Temp Tabs	Flagging	Seq arrow	Pilot car	Binder	Lime	Hotmix	Emulsion	Mobilization	Width	Length
White Mountain Drive	\$64,292	18304	0	23760	60	788	281	180	120	60	123	21	2041	7	182	26 ft wide	1.2 Miles
Porr Drive	\$41,233.50	11734		18480	24	505	180	48	24	24	79	13	1309	5		20 ft wide	1 Mile
Ll Davis	\$34,618.50	9856		1201	17	424	151	34	17	17	66	11	1099	4		24 ft wide	.7 Miles
Jack little	\$34,618.50	9856		1201	17	424	151	34	17	17	66	11	1099	4		24 ft wide	.7 Miles
Leon Farrar	\$24,727.50	7040		9900	26	303	108	52	52	26	48	8	785	3		23 ft wide	.5 Miles
Wingfield	\$37,107	10560		16632	22	455	162	44	22	22	71	12	1178	4		20 ft wide	.9 Miles
Totals	\$236,597	67350		71174	166	2899	1033	392	252	166	453	76	7511	27	182		5.0 Miles

Contract No. _____
 Vendor No. 0000054454
 Control No. HW2LP20060

**TRANSPORTATION PROJECT FUND
 GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Ruidoso** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Village of Ruidoso Roadway Maintenance Project 2-4.9 miles of roadway maintenance Improvements to include 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 though the use of a heater scarify process** (Project or CN LP20060). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Million Dollars and No Cents (**\$2,000,000.00**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2025 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$1,900,000.00	\$100,000.00	\$2,000,000.00
Total Transportation Project Funds			\$2,000,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2027**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
 - 1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
 - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
 - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
 - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
 - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
 - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
 - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
 - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
 - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2027**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Village of Ruidoso

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20060

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP20060**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Village of Ruidoso

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
Village of Ruidoso

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$2,000,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00

and

- b. **Village of Ruidoso**'s proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,000,000.00.

Now therefore, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2027 and the **Village of Ruidoso** 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 the written agreement.

Now therefore, be it resolved by the **Village of Ruidoso** to enter into Cooperative Agreement for Project Control Number **LP20060** with the New Mexico Department of Transportation for the TPF Program for year 2025 for Village of Ruidoso Roadway Maintenance Project 2-4.9 miles of roadway maintenance Improvements to include 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 though the use of a heater scarify process within the control of the **Village of Ruidoso** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Ron Sena, Village Manager

Meeting Date: November 5, 2024

Re: Discussion on Task Order RFP-2024-003P-BH-03 for US 70/NM 48 Intersection Design with Bohannan Huston, Inc., for a Total Project Cost of \$1,699,964.32 Including NMGRT.

Item Summary:

Discussion on Task Order RFP-2024-003P-BH-03 for US 70/NM 48 Intersection Design with Bohannan Huston, Inc., for a Total Project Cost of \$1,699,964.32 Including NMGRT.

Financial Impact:

The project that is funded by an Economic Development Agency (EDA) grant.

Item Discussion:

This task order is for US 70/NM 48 Intersection Design with Bohannan Huston, Inc. for the High T Project. This project will be funded by Economic Development Administration (EDA) Grant Award Number: ED24AUS0G0236.

Recommendations:

To Discuss Task Order RFP-2024-003P-BH-03 for US 70/NM 48 Intersection Design with Bohannan Huston, Inc., for a Total Project Cost of \$1,699,964.32 Including NMGRT.

ATTACHMENTS:

Description
EDA Grant
Proposal



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

**SCOPE OF SERVICES AND ASSOCIATED FEES
US 70 / NM 48 INTERSECTION DESIGN
TASK ORDER #2024-003P-03
TO: RON SENA
NOVEMBER 6, 2024
PAGE 1 OF 8**

Project Description: The intersection of NM48/US70 located within the Village of Ruidoso, NM, has been identified for reconstruction as a High-Capacity Tee Intersection configuration, per recommendations of the US 70/NM 48 Roundabout Feasibility and Location Study, dated March 16, 2021 by Bohannan Huston for the Village. The study considered several alternative configurations to improve traffic flow at the intersection, correct irregular and substandard geometrics, while minimizing right-of-way needs. The preferred alternative will reconstruct NM48 from just west of Mescalero to the intersection with US70. The section will be reconfigured with narrower lanes such that a bike lane can be implemented while maintaining the same overall roadway width to minimize right-of-way needs. At US70 the intersection will be realigned and configured as a High-Capacity Tee. A Traffic signal will control lane exchanges between NM48 and WB US70 and EB left turns at US70. EB thru movements of US70 will not be signal controlled, thereby improving signal operations and delay. EB thru movement will only be stopped for pedestrian crossings. The existing pavement on US70 will be salvaged and new median configurations will be installed and asphalt patches placed around them. No horizontal or vertical grade changes to US70 are anticipated. NM48 pavement will be fully reconstructed, along with curb, gutter and sidewalks to bring them into compliance with ADA. Storm drain improvements will also be implemented in NM48, also requiring full pavement replacement. New traffic signals on NM48 will be design and implemented on NM48 at Mescalero, Sutton and US70. The signal will be interconnected with fiber optic wiring. New street lighting will be analyzed and designed for NM48 and the US 70 intersection. The project does not currently have any construction funding identified or programmed in the State Transportation Improvement Program (STIP). Since the project involves a State and Federal highway, the design and environmental surveys will be completed in accordance with the NMDOT T/LPA Handbook and NMDOT design standards and specifications, with the assumption that State & Federal Funds will be earmarked for the project construction at some point in the future.

Task 1 – Survey and Mapping

Survey: BHI will establish field control to support aerial photography and establish permanent ground control monuments for construction staking. Supplemental survey will be completed at anticipated pavement tie ins and behind all driveways along NM48 and US70 that are earmarked for reconstruction.

Mapping: BHI will capture new controlled aerial photography of the project area and create an orthophotography base map to use for the design. Additionally, topographic mapping shall be captured photogrammetrically from this aerial photography to support engineering design. This base map will have horizontal accuracy of 1"=40' scale with vertical accuracy of 1 foot contour intervals. Field survey and/or drone collected lidar will be conducted at locations determined by the engineer to supplement the design mapping (primarily along the drainage outfall from the existing concrete box culverts under US70, to the Ruidoso River, so a maintenance easement can be established and a drainage analysis of this outfall can be completed) This data will be merged into the overall topographic mapping.

**SCOPE OF SERVICES AND ASSOCIATED FEES
US 70 / NM 48 INTERSECTION DESIGN
TASK ORDER #2024-003P-03
TO: RON SENA
NOVEMBER 6, 2024
PAGE 2 OF 8**

Task 2 – Environmental

The BHI Team will subconsult with Epsilon Systems to complete required environmental clearance biological and cultural resource surveys. Initial site assessment surveys for hazardous materials will be completed. An environmental level of effort request will be completed with NMDOT Environmental Bureau, with an assumed level of documentation needed identified as a Categorical Exclusion. Since the project is not currently funded for construction, the environmental document may not be reviewed or approved by NMDOT or FHWA. Epsilon staff will assist BHI staff in the Public Information meeting and Business Owner meeting, as further identified in the **Public Involvement Task 3**.

Task 3 – Public Involvement

The BHI Team will prepare for and complete a number of public outreach activities for the project during design development. The team will schedule and complete the following activities:

- Village Council Meeting presentation to review project history, previous study, updated study result and preferred alternative. This meeting will be held prior to a Public Information meeting.
- A Business Owner Workshop will be scheduled and coordinated with local businesses within the project area. Design Team members will be available to talk with business owners that attend the meeting to discuss project impacts to access, anticipated construction impacts to traffic etc. and answer questions. This workshop will be held before the Public Information meeting.
- A Public Information meeting will be scheduled and coordinated with Village staff. It is assumed the meeting can be held at a Village facility or local School, without any room rental costs. BHI will prepare a meeting advertisement and run it in the local paper prior to the meeting. The meeting will be conducted in person.
- A second Village Council meeting presentation will be held as the design progresses to brief the Council on anticipated construction funding needs, timeframe to complete all project permitting and ongoing coordination needs with NMDOT District 2.
- BHI will prepare graphical renderings of the proposed project improvements that will be utilized to assist business owners, Council members and the general public in visualizing the project.

**SCOPE OF SERVICES AND ASSOCIATED FEES
US 70 / NM 48 INTERSECTION DESIGN
TASK ORDER #2024-003P-03
TO: RON SENA
NOVEMBER 6, 2024
PAGE 3 OF 8**

Task 4 – Geotechnical

BHI will subconsult with GeoMat to complete field investigations and prepare an engineering report presenting the results of exploratory drilling, laboratory testing, and engineering analyses to include the following:

- Review available existing pavement surface data and site conditions for the project area.
- Logs of the test borings, a site plan showing their locations, and a description of procedures and equipment used during subsurface exploration.
- A description of the geotechnical profile and depth to groundwater, if encountered, beneath the alignment.
- Results of laboratory tests and a description of test methods.
- Recommendations for subgrade preparation, fill construction, and special site treatments.
- Recommendations for pavement rehabilitation and/or new pavement design.
- Corrosivity testing for new culvert installations and material types

A complete scope of work outlining all the geotechnical work to be completed and assumptions from GeoMat can be referenced as an attached document.

Task 5 – SUE & Utility Coordination

BHI will subconsult with Cobb Fendley & Associates to complete existing subsurface utility engineering (SUE) and utility coordination. SUE Quality Level “D”, “C”, and “B” (Utility Designating) will be performed to identify existing utilities within the project limits. BHI will use this information to optimize proposed improvements to avoid utilities as much as feasible. BHI will then create a utility conflict matrix to identify potential impacts between proposed improvements and existing utilities and provide this information to Cobb Fendley. Cobb Fendley will use this information to perform up to thirty (30) Quality Level A Utility Potholes (Utility Locating) at a maximum depth of 10 feet and provide survey information of underground utilities to the BHI design team.

Cobb Fendley will also coordinate with the utility owners to inform them of the project and assess project impacts throughout design development.

A complete scope of work outlining all the subsurface utility survey and coordination work to be completed and assumptions from Cobb Fendley can be referenced as an attached document.

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US 70 / NM 48 INTERSECTION DESIGN
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NOVEMBER 6, 2024
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Task 6 – Drainage Analysis

BHI Drainage Engineering Team will complete the following activities to support the intersection project and improve drainage along NM48 within the project area. Previous drainage analysis completed during the Traffic and Location Study completed in 2021 will be revisited during the Scoping Report Task. At the beginning of the project, coordination with the Village and NMDOT will be required to determine how to model drainage discharges from the Salt Fire burn scar, that traverse US70 and pass through the intersection with NM48 before reaching the Ruidoso river. It is assumed that post fire hydrology for this will be available from post fire disaster relief hydrology and hydraulic studies being completed, or soon to be completed, by the Village and Lincoln County. As such, BHI is not including time to develop hydrology models to replicate the burn scar area.

Preliminary and Final Drainage Reports for the intersection project will be developed as the Roadway design advances from 30% through to Final Design. A new storm drain trunkline and drainage inlets were identified during the conceptual design for NM48 and will be further developed as the design progresses. US70 drainage improvements are assumed to include up to 8 new inlets that will connect to existing drainage infrastructure; a new storm drain trunkline is not proposed for US70. It is expected that the NM48 storm drain system cannot meet NMDOT design criteria and a design variance will be required. It is assumed the new NM48 trunkline will be aligned within NM48 and can be contained within the limits of the existing road and right-of-way. Up to 30 potholes of existing water and sewer lines within NM48 were included the Sub Surface Utility investigations task to be completed by Cobb Fendley. Potholes for other private utilities within the corridor are assumed to be proved by the private utility owners, as necessary for their determination of conflicts with the proposed storm drain.

The existing intersection is located within a FEMA designated Floodway and Flood Plain. As a result a HEC-RAS hydraulic model will need to be developed of the intersection and flow path to the river. If a no net rise analysis can not be shown (it is assumed it will not), then a Conditional Letter of Map Revision (CLOMR) will be required. A Letter of Map Revision (LOMR) is not included with this scope or fee, and as requirements are identified by FEMA, a budget for this work will be included with estimated construction costs for programming. The LOMR would need to be completed after the intersection is completed and as-builts are available.

Task 7 – Scoping Report

The BHI Team will develop a Draft Scoping Report as outlined in the Tribal/Local Public Agency (T/LPA) Handbook, 2019 (revised December 2020) section 4.C. This Scoping Report will be based on recommendations from US 70/NM 48 Roundabout Feasibility and Location Study, dated March 16, 2021. (previous study to be included via appendix, update traffic analysis in scoping report to confirm preferred alt will still work well) Project limits will be along NM 48 from the intersection with Mescalero

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Road east to the intersection with US 70. The intent of the Scoping Report will be to clearly define existing conditions and the proposed improvements and will be reviewed with the Village of Ruidoso and NMDOT. Upon completing the review of the Draft Scoping Report, the Engineer will advance the report and address any outstanding comments before submitting a Final Scoping Report to the Village of Ruidoso and NMDOT. Upon acceptance of the Final Scoping Report the Engineer will begin Preliminary Design of the proposed improvements. The Scoping Report will evaluate traffic crash history of the intersection and existing geometric conditions. These elements will be combined with the operational deficiencies identified in the previous Traffic and Location Study to develop the Purpose and Need of the project, in accordance with NEPA requirements for Environmental Clearance. Concepts of the preferred alternative from the Traffic and Location Study will be refined in the this Task and reviewed with the Village and NMDOT.

Task 8 – Roadway Design

The Engineer will complete the preliminary (30%), pre-final (60%), final (90%), and Pre-PS&E (99%) design of recommendations developed in the Scoping Report from Task 7. Note, a full PSE for the project is not likely, unless project construction funding is identified and programmed by NMDOT. Limits of proposed improvements will be from the NM 48/Mescalero signalized intersection east to the US 70/NM 48 intersection. Included in the roadway design will be the following sheets, developed following NMDOT format and CAD standards, assuming project design will be turned over to NMDOT for bidding and construction when funding is available.

- 1-Series: Cover sheet, vicinity map, index of sheets, summary of quantities, general notes, environmental commitments.
- 2-series: Existing typical sections, proposed typical sections, surfacing schedule, estimated structure quantities, miscellaneous quantities, miscellaneous details, temporary erosion and sediment control plan.
- 3-series: Survey control sheet, plan and profile sheets
- 4-series: Turnout/Driveway grading profiles (approximately 20 consolidated locations)
- 5-series: Structural headwall modifications
- 6-series: Temporary traffic control details and phasing plans
- 7-series: Signing and striping plans
- 8-series: Lighting plans (includes analysis for preliminary design)
- 9-series: Signal plans at Mescalero, Sutton and US70.
- 10-series: Drainage plans (primarily storm drain and laterals on NM48)
- 11-series: Existing utilities sheets
- 13-series: Cross sections

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Striping and new signs will conform to the latest edition of the MUTCD. No overhead signs/structures are anticipated. Drainage structure sections for any CBC's or culvert replacements or extensions will be developed and quantified on the Estimated Structures quantity sheet. Structural details will include wingwall sections, one cross section of a 48" pipe penetration, footing details, miscellaneous joint details, demolition information, and rebar schedule for a 12-foot (approximate) tall cantilever concrete retaining wall adjacent to an existing CBC.

The Engineer will use the NMDOT's design guidelines and preliminary design checklist as a guide for developing the roadway design package (some items listed above may not be developed until subsequent milestone deliverables). The design parameters will be developed using AASHTO guidelines and other current engineering practices and guidelines adopted by NMDOT. The roadway design will include establishing horizontal and vertical alignments and developing a Civil 3D model. Pavement design recommendations will be provided by the Geotechnical Subconsultant. Right-of-way will be shown for all milestone deliverables. An estimated construction cost estimate will be prepared at the completion of each milestone deliverable. The conceptual plans developed during the Traffic and Location Study in 2021 indicate that some existing driveways along NM48 will be consolidated (there are currently 35 driveways on NM48 with in the proposed reconstruction limits and approximately 20 consolidated driveways shown).

Task 9 – Right-of-Way Mapping

BHI will develop the necessary right-of-way maps, following NMDOT Right-of-Way Handbook and TLPA procedures, for the various right-of-way elements required to facilitate the project. Based on the conceptual design previously prepared there are two anticipated right-of-way takes along NM48. Full Right-of-Way maps for the acquisitions are expected to be required by NMDOT. Encroachments within the right-of-way will need to be recorded and shown on the maps. In addition to the 2 anticipated right-of-way takes, BHI has denoted that there are not currently recorded drainage easements from the drainage outfall (CBC's) under US70 to the Ruidoso River. BHI has included effort to prepare Construction and Maintenance Easements (CME's) for up to 8 different properties through which the drainage discharge traverses from the outfall before reaching the river. Necessary field work required to develop the right-of-way maps is included as well as necessary 33-year title reports to support the mapping

**SCOPE OF SERVICES AND ASSOCIATED FEES
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Task 10 – Meetings and Coordination

There will be several coordination and review meetings required during development of the project. The following is a summary of the key milestone meetings and anticipated coordination:

- Draft Scoping report review with Village of Ruidoso and NMDOT
- Final Scoping report review with Village of Ruidoso and NMDOT
- 30% Design Plans review with Village of Ruidoso and NMDOT
- 60% Design Plans review with Village of Ruidoso and NMDOT
- Constructability Review
- 90% Design Plans review with Village of Ruidoso and NMDOT
- Pre-PS&E review with Village of Ruidoso and NMDOT
- Coordination with NMDOT D2 Staff and ADE
- QC for each milestone
- PSE Certs or Pre-Certs (Rail, ITS, RW, Enviro as able or summaries to NMDOT of expectations and needed steps to complete)

Assumptions:

- Village of Ruidoso is responsible for coordinating with NMDOT and SERPO to ensure project is included in TIP/eSTIP and an NMDOT control number established for this project.
- Design development will adhere to the NMDOT current T/LPA process.
- This scope of work assumes NMDOT design standards and specifications will be used.
- Finalizing NMDOT Certifications is not included in this scope of work. The Engineer will perform due diligence to ensure project certifications can be completed upon identification of construction funding.
- Existing “Discover Ruidoso” sign at the intersection is to remain in place and relocation of sign will not be included in design.
- It is assumed that all project improvements will be contained within the village limits of Ruidoso and separate tax boundaries will not need to be established. Improvements will not be included within the tax boundaries of Ruidoso Downs or Lincoln County.
- The engineer’s estimates of construction cost for each milestone deliverable will not include costs associated with right-of-way acquisition, construction inspection, augmentation, or payroll. Costs will include the current Gross Receipts Tax and miscellaneous items and contingencies based on engineering judgement.
- This scope of work excludes the development of contract documents for bidding. It is assumed that NMDOT will manage project bidding and construction, including the development of contract documents with project specific Notices to Contractor, Special Provisions, etc.

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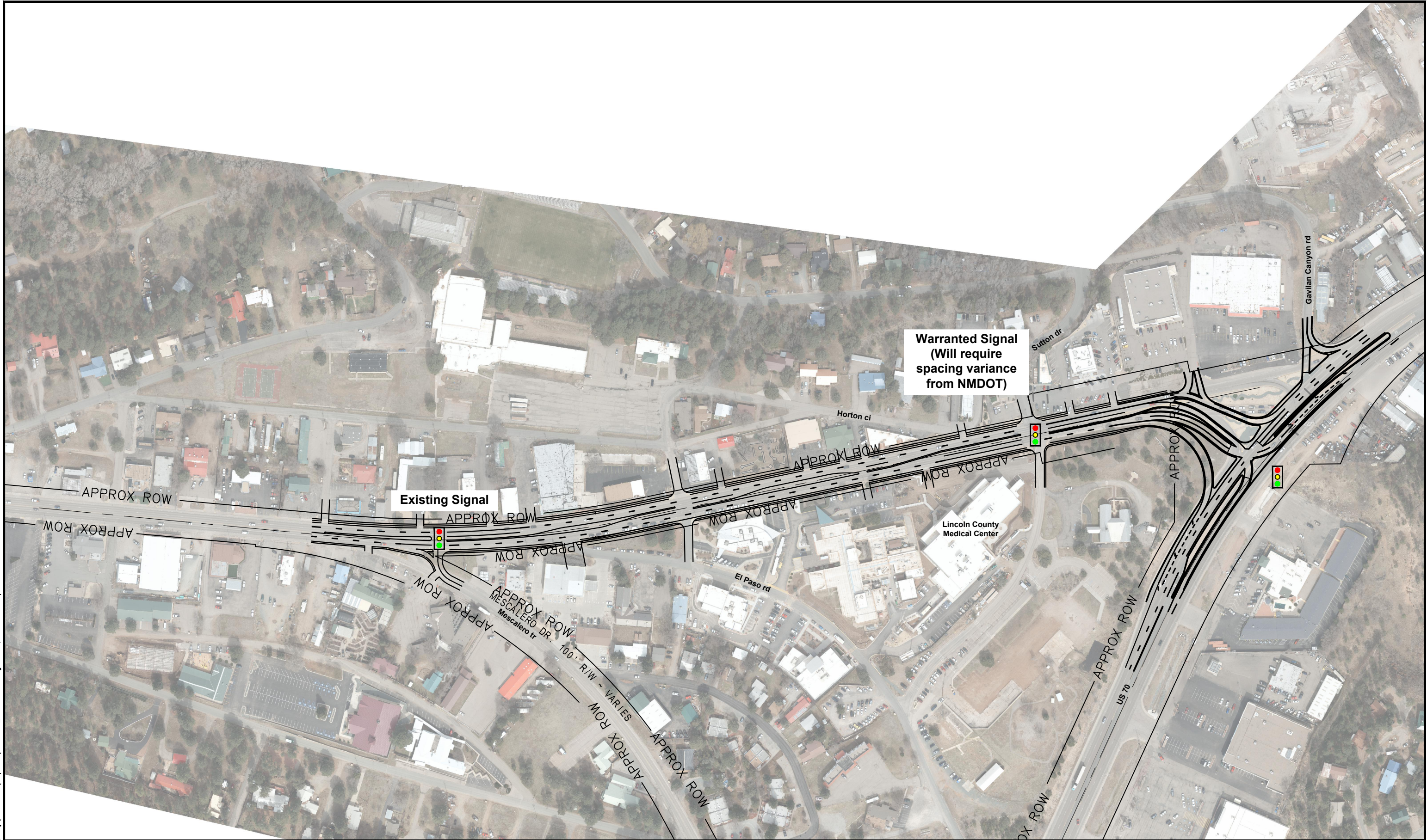
- This scope of work excludes utility authorization coordination and relocation review. It is assumed NMDOT will conduct this work at a later date. Utility coordination will be conducted to the point of obtaining no impact statements from utility owners and/or identifying which utilities will be in conflict via Quality Level A utility locating (up to 30 utility potholes).
- This scope of work excludes any modifications to the existing CBC structure under US 70.
- This scope of work excludes a Letter of Map Revision (LOMR). It is assumed that a LOMR will be budgeted and completed with construction of the intersection improvements.
- This scope of work assumes right-of-way acquisitions, appraisals, offers, and monumentation are excluded and will be deferred to NMDOT once project funding is identified.
- No research for existing driveway permits or permit applications are included with this scope of work
- No landscaping plans are included
- No Utility Relocation Plans are included
- US 70 drainage solution assumes adding up to 8 inlets and connecting to the existing storm drain system – no new storm drain trunk line is included in this scope of work.
- This scope of work assumes the HEC-HMS modeling for the CLOMR work can also be used to support the channel capacity analysis needs.
- This scope of work assumes storm drain design will not support a 50-year design flow and a design variance will be needed. Storm drain and analysis will not be for post-fire flows.

Village of Ruidoso
US70 / NM 48 INTERSECTION DESIGN
TASK ORDER #2024-003P-03

Fee Summary

Task 1 - Survey and Mapping	\$ 74,518.25
Task 2 - Environmental	\$ 38,450.00
Task 3 - Public Involvement	\$ 67,135.00
Task 4 - Geotechnical	\$ 27,915.00
Task 5 - SUE & Utility Coordination	\$ 122,031.00
Task 6 - Drainage Analysis	\$ 395,000.00
Task 7 - Scoping Report	\$ 64,800.00
Task 8 - Roadway Design	\$ 436,435.00
Task 9 - Right-of-Way Mapping	\$ 265,011.25
Task 10 - Meetings and Coordination	\$ 88,230.00
PROJECT TOTAL	\$ 1,579,525.50
Estimated GRT (7.625%)	\$ 120,438.82
TOTAL FEE (including estimated GRT)	\$ 1,699,964.32

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7901 Lorraine Court NE ♦ Albuquerque, New Mexico 87113 ♦ (505) 300-5816

October 15, 2024

Kurt Thorson, P.E.

Bohannon Huston, Inc.

7500 Jefferson St. NE

Albuquerque, NM 87109

RE: Geotechnical Engineering Study
NM 48/US 70 Pavement Rehabilitation Project
Ruidoso, New Mexico
GEOMAT Proposal No. 242-10-28A

Thank you for the opportunity to submit this proposal for performing a geotechnical engineering evaluation for the proposed NM 48/US 70 Pavement Rehabilitation project located in Ruidoso, New Mexico. The objectives of the study will be to characterize and evaluate subsurface conditions at the proposed project site and to provide geotechnical recommendations for subgrade preparation and pavement section options.

We understand the project will consist of the rehabilitation of approximately 3,000 feet of pavement on US Hwy 70 and NM Hwy 48. Both roadways are currently 4-lane and currently constructed of asphaltic concrete. The options evaluated will be for asphalt pavement rehabilitation such as mill/overlay and full depth reclamation. Our exploration and recommendations will be based upon the NMDOT Design Manual.

Our scope of services follows:

1.0 SUBSURFACE EXPLORATION

1.1 GENERAL

An experienced field engineer or geologist will lay out borings and supervise exploratory drilling and sampling operations. We have assumed that the alignment is readily accessible by a two-wheel-drive, truck-mounted drill rig and support vehicles.

We have assumed that any necessary permits will be obtained by others. We have assumed that traffic control will be necessary for our drilling options and have provided the cost for traffic control herein.

Prior to our mobilization, we will need a copy of a current and accurate site plan. The site plan should clearly show all available information about the locations of surficial topographic features, property boundaries, overhead and buried utilities, proposed structures, and other project features. Boring locations will be referenced to existing topographic and site features using approximate methods, i.e., pacing, taping, etc. If more accurate determinations of boring locations, or if ground surface elevations at boring locations are required, we understand that the owner or principal designer will retain a licensed surveyor to determine them.

1.2 EXPLORATORY DRILLING

We propose to perform eight (8) exploratory borings along the NM 48 alignment, four (4) borings on each side of the roadway and eight (8) exploratory borings along the US 70 alignment, four (4) borings on each side of the roadway. The borings will be advanced to a depth of approximately 10 feet below existing grade using a truck-mounted drill with solid and/or hollow-stem auger. The borings may be terminated at shallower depths should practical auger refusal be encountered on rock, strongly cemented materials, or other obstructions. We will obtain representative bulk samples of the soils for laboratory testing.

2.0 LABORATORY ANALYSIS

We will perform laboratory tests on soil samples to evaluate engineering properties that may influence project performance. We will perform gradation and Atterberg limits tests on select samples obtained to verify visual classifications made in the field. R-value testing will be conducted on select samples and used in the pavement design. Chemical testing will also be performed on select samples to provide data for potential corrosion concerns.

3.0 ENGINEERING ANALYSIS AND REPORT

We will prepare an engineering report presenting the results of exploratory drilling, laboratory testing, and engineering analyses to include the following:

- Review available existing pavement surface data and site conditions for the project area.
- Logs of the test borings, a site plan showing their locations, and a description of procedures and equipment used during subsurface exploration.
- A description of the geotechnical profile and depth to groundwater, if encountered, beneath the alignment.
- Results of laboratory tests and a description of test methods.
- Recommendations for subgrade preparation, fill construction, and special site treatments.
- Recommendations for pavement rehabilitation and/or new pavement design.

Should subsurface exploration or laboratory testing reveal unexpected conditions, recommendations for additional work will be presented verbally upon review of the data by our project engineer.

4.0 FEES

Total charges for the geotechnical engineering study as outlined above will be a lump sum amounts of \$25,440.00 plus applicable taxes.

The basic fee quoted includes the routine, relatively minor consultation by phone with the prime professional and other members of the design team normally involved with this type of project. Additional fees will be involved, where addenda or extensive consultation are necessary as a result of changes in project details or unforeseen subsurface conditions requiring additional engineering services.

Our fee includes traffic control and NMDOT permitting activities. GEOMAT should be notified if there are any other restrictions or special requirements regarding the exploration or exploration areas.

5.0 WARRANTY

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this or similar localities at the same time. This warranty is in lieu of all other warranties, either express or implied.

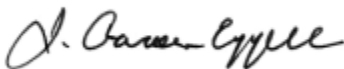
6.0 SCHEDULE

We are prepared to mobilize within approximately four weeks after receiving notification to proceed. We estimate that two to three workdays will be required to complete the field study. The final report will be submitted within approximately three weeks after completing the field study.

7.0 ACCEPTANCE

We understand that if acceptable, Bohannon Huston, Inc. will issue a Subconsultant Agreement for our services. Should you have questions concerning this proposal, we would appreciate the opportunity to discuss them with you. We certainly appreciate your consideration!

Respectfully submitted,
GEOMAT Inc.



J. Aaron Ezzell, P.E.
Albuquerque Branch Manager



Courtney R. Hughes
Project/ Business Development Manager

Kurt Thorson, P.E.
Senior Vice President
Traffic & Transportation
Bohannon Huston, Inc.
kthorson@bhinc.com

VIA E-MAIL

**Re: Subsurface Utility Engineering and Utility Coordination Services
NM 48 and US 70 Intersection Improvements, Ruidoso, New Mexico**

Dear Mr. Thorson:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) and Utility Coordination (UC) services associated with the project referenced above. The proposed Scope of Services, Schedule, and Basis of Compensation are outlined below.

Project Limits

The proposed SUE and UC services will be performed for for the project rights-of-way surrounding the NM 48 and US 70 intersection in Ruidoso, NM; as shown in the attached exhibit.

Scope of Work

CobbFendley has developed the following scope of work for this project. This scope may be modified, with Client concurrence, during the performance of the field work, if warranted by field conditions. For this project, CobbFendley will provide:

Subsurface Utility Engineering

CobbFendley will perform the SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-22 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

Designating Procedures:

SUE Quality Level "D", "C" and "B" services will be performed. A detailed description of utility designating services is below:

Records research (QL "D") for this project will consist of contacting the applicable "One Call" agency, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Information to be obtained and verified during record research includes: one-call information, utility as-builts, construction drawings, verbal recollections, conduit maps, direct buried cable records, distribution maps, transmission maps, field notes, GIS data, etc. Our utility specialist will corroborate known existing utilities with the information collected.

Prior to beginning field designating activities, CobbFendley's field manager will review the project scope of work and verify that the mandatory "One Call" 48-hour clearance period has elapsed. Once these initial tasks are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities using one or more of the following methods:

- Geophysical equipment such as electromagnetic induction and magnetic equipment may be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).
- Non-metallic/non-conductive utilities may be designated using other geophysical equipment such as ground penetrating radar (GPR) or acoustic emission methods. Where access is available (e.g. gravity storm/sewer pipe), a rod may be inserted into the utility line to provide a medium for signal transmission, which can then be designated using geophysical equipment.

Utilities that are not identified through these efforts will be here forth referred to as “unknown” utilities. CobbFendley personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities.

Accurate collection and recording of designated utilities are critical components of the SUE process. CobbFendley utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. CobbFendley’s field manager will produce electronic sketches depicting each utility. Each utility will be labeled with a unique ID code. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. Shot points will typically be placed at 100-foot intervals on utilities running parallel to the alignment and at 50-foot intervals on utility crossings. The locations will be numbered sequentially for each individual utility line. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.

CobbFendley will perform all surveying that is required for collection of above ground utility surface features (QL “C”) and designating (QL “B”) field mark locations of underground utilities. Surveying of the above ground utility surface features will include accessing storm and sanitary manholes, boxes, and other structures to record invert elevations. CobbFendley personnel are certified in work zone safety and confined space entry. Right-of-entry will be obtained by the Client, in the event utilities outside of the current rights-of-way require surveying and/or designating services.

FEE FOR SUE DESIGNATING SERVICES: \$47,724.00 + Applicable NMGRT

Locating Procedures:

Test holes will be performed where the vertical location of existing underground utilities is critical. The Client will identify the test hole locations based on their conflict analysis. **A total of thirty (30) test holes will be performed in paved or unpaved areas up to 10-feet deep.** CobbFendley will assist with the final test hole placement. A detailed description of our test hole services is provided below:

Prior to beginning field locating activities, CobbFendley’s field manager will contact the applicable “One Call” agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration
- Utility facility material(s)
- Utility facility condition
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems
- Coating/wrapping information and condition
- Elevation to top and bottom of utility
- Elevation of existing grade over utility
- Horizontal location

- Pavement thickness and type, if present
- Any unusual circumstances or field conditions

Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored using asphalt cold patch. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

TOTAL FEE ASSOCIATED WITH SUE LOCATING SERVICES: \$41,920.00 + APPLICABLE NMGRT

Utility Coordination Services

CobbFendley will coordinate with the utility owners to assess project impacts. The following coordination process will be organized and completed:

Utility Coordination Field Review Phase:

CobbFendley will compile utility ownership and contact information based on the SUE QL "D" data.

Utility Alert Phase:

CobbFendley will notify utility owners of the project via email. Utility owners will receive a set of the 30% design plans and a formal letter containing the following:

- Informing them of the utility coordination process.
- Requesting that they confirm accuracy of utility information shown in the design plans and if inaccurate, provide updated utility data.
- Request easement interest (prior rights) documentation.
- Request an impact or no-impact statement.
- Outline project milestones and corresponding deadlines for receipt of utility information and impact/no-impact statement.
- Notify them of the date and location of the on-site Utility Alert meeting.

The purpose of the on-site Utility Alert meeting will be to conduct detailed project walk-thru with each utility owner and assist the clients project manager with a discussion of the proposed drainage improvements and potential conflicts. The need for further UC and/or additional SUE data will also be determined.

It is understood that utility authorization coordination and relocation review will be conducted by NMDOT later. These services are excluded from this scope of work.

FEE FOR UTILITY COORDINATION SERVICES: \$20,387.00 + Applicable NMGRT

Deliverables

Designating Services:

Using collected information & utility contacts, CobbFendley will map existing utilities within the project limits by

correlating utility owner records with visible surface features and designating data. Discrepancies will be resolved by coordinating with utility owners and using professional judgement. Any utilities that were discovered from previous investigations and record information but cannot be depicted in QL “B” standards will have a unique line style and symbol in the deliverable. CobbFendley will create an existing utility composite drawing with owner names, quality levels, and line sizes. It is understood by both CobbFendley and the Client that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size should be verified from a test hole. A note will be placed on the designate deliverable only that states “lines sizes are from best available records”. CobbFendley will prepare 11-Series sheets, sealed by a registered professional Engineer in the State of New Mexico, in PDF format and provide a utility composite drawing in AutoCAD Civil 3D format using NMDOT CAD standards. The Client will provide CobbFendley a project control information and base map/topographic file in AutoCAD format for use in preparing this deliverable. Copies of field sketches depicting manhole, box, or other structure configuration will be provided PDF format.

Locating Services:

Using the collected data, CobbFendley will develop a data form for each completed test hole. The locations of each test hole will be mapped to the project coordinate system using the Clients preferred project control and CAD standards. The test hole data sheets will be provided in PDF format and a test hole locations map will be provided in AutoCAD Civil 3D format. The Client will provide CobbFendley a base map/topographic file in AutoCAD format for use in preparing the deliverable.

Services to be provided by Bohannon Huston, Inc.

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Construction plans in PDF format at the 30% design stage showing the project limits, alignment, benchmarks, profile, and cross section information, as applicable.
2. Project survey control report in PDF format.
3. Survey base map/topographic file in AutoCAD format.
4. Lists of Village and/or other agency contact persons.
5. Other available utility information or assistance as appropriate.
6. Provide utility line style and symbology, if different from NMDOT CAD Standards.

Schedule

CobbFendley can commence work within two (2) weeks of receiving the notice to proceed (NTP). The QL “B” designating field work is estimated to be completed within fifteen (15) working days. The QL “B” deliverables can be submitted within ten (10) working days after the survey has been completed.

QL “A” test holes field work must be preceded by securing an NMDOT work permit and “One Call” dig ticket with a mandatory 48-hour clearance period. Once the permit has been secured and clearance period has elapsed, the QL “A” test hole field work is estimated to be completed within ten (10) working days. The QL “A” deliverables can be submitted within ten (10) working days after the survey has been completed.

Utility coordination activities will run concurrent with pre-final design.

Basis of Compensation

CobbFendley will invoice these services on a lump sum basis. The total estimated fee to complete the scope of the work described herein is **\$110,031.00 + applicable New Mexico Gross Receipt Taxes (NMGRT)**.

Assumptions

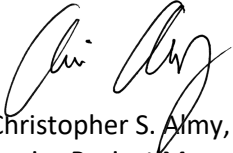
- Project located in Ruidoso, NM: Mobilization costs are included in the fees shown above.
- Survey effort associated with collecting SUE surface markings is included in the fees shown above.

- The cost of standard traffic control is included in the fees shown above. Should 'non-standard' traffic control be required (police officer present, night work, arrow board, etc...); these costs will be considered reimbursable expenses.

We look forward to working with you on this project. If this proposal is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact me at (575) 650-0649 or at calmy@comcast.net.

Sincerely,

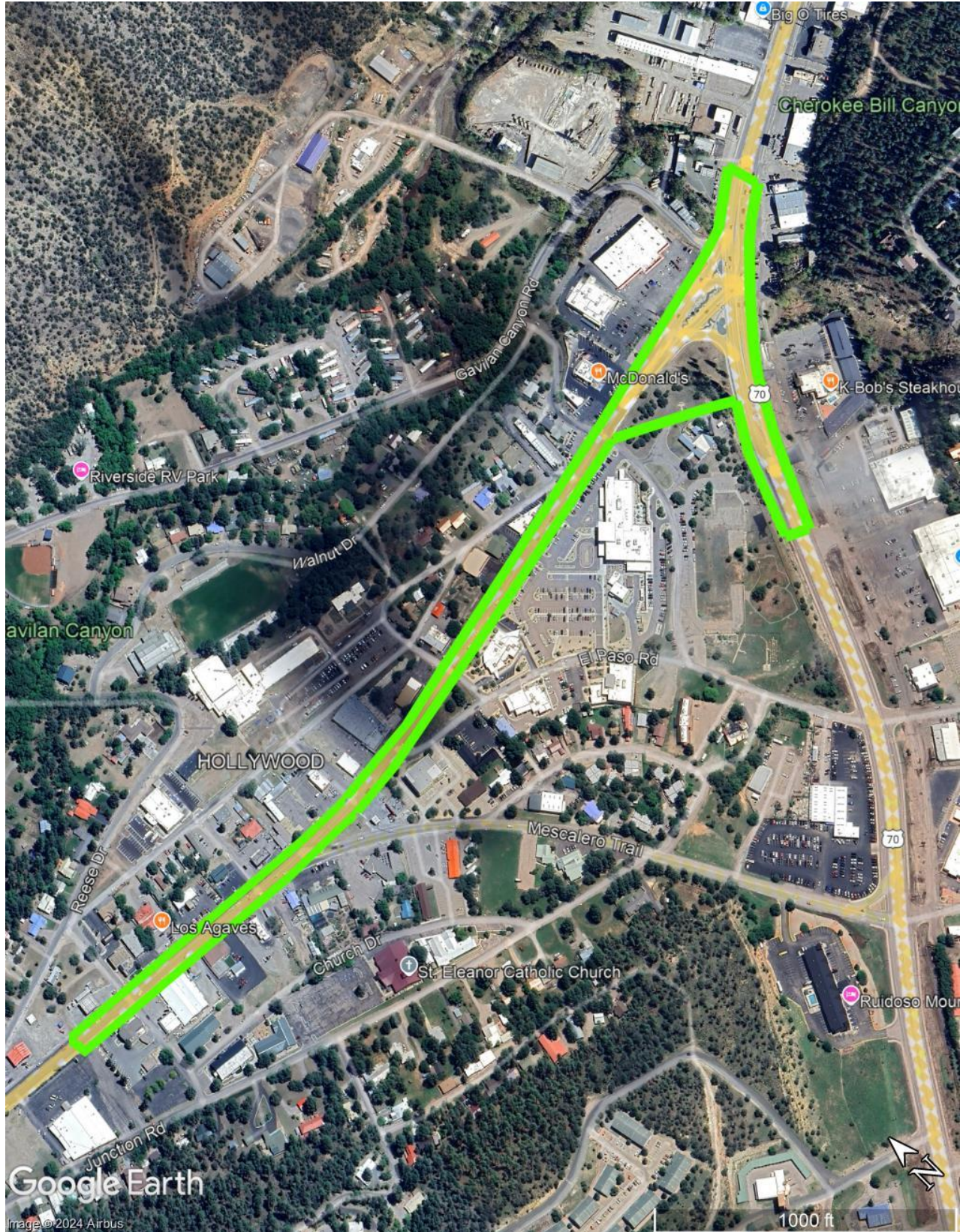
COBB, FENDLEY & ASSOCIATES, INC.



Christopher S. Almy, P.E.
Senior Project Manager, Senior Associate

Cc: Sean Wolfe, P.G., Principal-In-Charge

Exhibit A – Project Limits Map



AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: November 5, 2024

Re: Discussion on Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.

Item Summary:

Discussion on Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.

Financial Impact:

None.

Item Discussion:

Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.

Recommendations:

To Discuss Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.

ATTACHMENTS:

Description

Resolution 2024-44

VILLAGE OF RUIDOSO

RESOLUTION 2024-44

A RESOLUTION AMENDING ORDINANCE 2014-06 VILLAGE OF RUIDOSO PERSONNEL POLICY ADDITION OF CHAPTER 18: EMERGENCY OPERATIONS.

WHEREAS, the Village of Ruidoso Council adopted the Village of Ruidoso Personnel Policies by Ordinance 2014-06 in July 2014; and

WHEREAS, the Village Council believes that it is advisable to review the personnel policies from time to time and make changes as necessary; and

WHEREAS, the Village Council may amend the Village of Ruidoso’s Personnel Policies by resolution; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, hereby adopts the AMENDED Personnel Policies, Ordinance 2014-06, Addition of Chapter 18: Emergency Operations.

1. The current adopted policy language is listed in black, the ~~strike-out~~ language is to be removed, and the revisions to the policy are indicated in **red**.

CHAPTER 18 EMERGENCY OPERATIONS

18-1 Emergency Operations and Response

The citizens of the Village of Ruidoso depend on Village employees before, during, and after an emergency or disaster to provide or restore essential public services for the health, safety, and quality of life for our community. In the event of a wide-scale emergency that could impact our community, all employees must be ready to assist in managing the crisis, and will be considered essential for the continuity of governmental operations. While each department’s Standard Operating Procedures spell out specific details, this policy will outline additional instructions for employees to follow. This policy recognizes that some emergencies will provide no advanced warning.

18-2 Employee Group Assignments

In a wide-scale emergency, Village employees will be required to fulfill their individual responsibilities and function as a team to protect the Village's vital assets and maintain and restore essential Village services. While the fire and police departments typically provide emergency services, other Village departments may also be called upon to participate in response efforts. Every employee will fit into one of the following classifications:

Group A: First Responders - Firefighters, Police Officers, Public Works, Public Safety Dispatch Personnel, Water Utilities, and Information Technology.

Group B: Other Specialized Emergency Personnel - Emergency Operation Center (EOC) Personnel, Airport Personnel, and Employees with Emergency Plan Annex Responsibilities.

Group C: Emergency Labor Pool - Employees subject to assignment of tasks as needed before, during, or immediately after the emergency based on operational necessity, such as:

- Evacuation Assistance
- Check on Citizens with Special Needs
- Distribution of Meals
- Staff an Ice or Food POD
- Clerical Assistance
- Call Center
- Damage Assessment / Debris Cleanup
- Shelters: Set Up, Manage, and/or Support
- Storm Sewer Cleaning
- Airport Customer Support
- Errands for the EOC or Incident Command
- Other Duties as Assigned

The Village of Ruidoso will make an effort to temporarily place employees in an emergency position that is similar to the work they typically perform on a daily basis. If an employee is unable to perform the assigned task it will be the employee's responsibility to notify their Supervisor or designated emergency contact in writing of any restrictions or limitations prohibiting the employee from performing the assigned duties.

18-3 Hours Worked and Leave

When the Village is operational and responding during an emergency, and an employee is unable to work, they have the option to request approval to utilize their paid leave or take leave without pay. Employees are required to utilize proper call in procedures as outlined in Chapter 8 Section 3: Attendance.

FLSA requirements are not subject to waiver during natural disasters and recovery efforts. Non-exempt employees will be paid their regular rate of pay for each hour actually worked and one and one-half times an employee's regular rate of pay in accordance with the overtime provisions of the FLSA.

Hours worked during any disaster will be assigned to a project code for tracking purposes and employees will be required to enter all hours worked using the appropriate project code.

18-4 National Incident Management System (NIMS) Training Requirements

The Village of Ruidoso has adopted the National Incident Management system (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, the private sector, and nongovernmental organizations.

In order to be NIMS compliant, all Village employees must complete the training requirements within the first 50 calendar days of employment and forward certifications to the Office of Emergency Management and Human Resources to be retained in personnel and training files.

IS-100.c: Introduction to ICS

- <https://training.fema.gov/is/courseoverview.aspx?code=IS-100.c>

IS- 700.a: NIMS, An Introduction.

- <https://training.fema.gov/is/courseoverview.aspx?code=IS-700.b>

IS- 200.a: ICS for Single Resources & Initial Action Incidents.

- <https://training.fema.gov/is/courseoverview.aspx?code=IS-200.c>

IS- 800.a: Intro to the National Repones Framework.

- <https://training.fema.gov/is/courseoverview.aspx?code=IS-800.d>

18-5 Emergency Contact Information

Employees of the Village and their safety are vital during times of emergency and disaster. In the event of an emergency the Village may need to contact employees. Employees shall ensure their current contact information to include cell phone, physical address, and emergency contacts are updated at all times and on file with the Human Resources Department. During an emergency situation if employees have not heard from their Supervisor, the Human Resources Department or Emergency Operations Coordinator the employee shall contact their Supervisor.

PASSED, APPROVED, AND ADOPTED ON THIS 12th DAY OF NOVEMBER 2024.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager
Eric Queller, Emergency Manager

Meeting Date: November 5, 2024

Re: Discussion on Purchase and Installation of (9) Emergency Sirens from Federal Signal Corporation Alerting & Notification Systems, in the Amount of \$410,785.02 Including NMGRT.

Item Summary:

Discussion on Purchase and Installation of (9) Emergency Sirens from Federal Signal Corporation Alerting & Notification Systems, in the Amount of \$410,785.02 Including NMGRT.

Financial Impact:

The project will be paid out of the Legislative Appropriation for the McBride Fire (23-ZH5051-2), available balance \$2,214,018.30.

Item Discussion:

Purchase and Installation of six (6) new sirens and installation of (3) previously purchased sirens. Procured through Sole Source beginning 2/17/2023 and ending 2/16/2028

Recommendations:

To Discuss Purchase and Installation of (9) Emergency Sirens from Federal Signal Corporation Alerting & Notification Systems, in the Amount of \$410,785.02 Including NMGRT.

ATTACHMENTS:

Description

Quote #561

Quote #562

Sole Source Certification

Quote #561 - Ruidoso, New Mexico - Siren System Upgrades with AC Power (Turnkey Install) (UPDATED 10/31/2024)

Command & Control

Commander1-S25

CommanderOne Standard (25 Site)

CommanderOne® is the latest innovation connecting you to your warning system, anytime, anywhere. Control your warning system from any device, desktop or mobile, with our cloud-based platform. Works with one-way and two-way siren systems. Includes AccuWeather patented polygon activation technology. Give your community a head start with CommanderOne! CommanderOne is a software subscription and renews yearly.



 [CommanderOne Datasheet](#)

4,200.00
x 1
20% discount
3,360.00

SFCD25

CommanderOne Server License

One time license fee for CommanderOne Server

3,744.00
100% discount

FROM

Ryan Dean

OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal
2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE

1-833-360-9276

FOR

Ruidoso, New Mexico

TO

Eric Queller

EMAIL

EricQueller@ruidoso-nm.gov

COPY TO

Ronald Sena

QUOTE NUMBER

561

DATE

October 4, 2024

EXPIRY DATE

January 2, 2025

SS2000+R

SS2000+ Rack Mount Encoder

The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.



4,387.00
x 1
20% discount
3,509.60

TK-IO-CUSTINS-OW-IK-BS

Base Station Kit

- Byte Speed Performance B660T Server with Windows OS.
- Standalone rack equipment for control point
- Kenwood 1700 radio
- Radio mount plate with power supply
- Byte Speed Server / FS IoT modem mounting plate
- Dipole base antenna(VHF/UHF)
- Side of tower or non-penetrating roof mount
- Antenna grounding kit
- 100ft of LMR400 Coax



5,745.00
x 1
20% discount
4,596.00

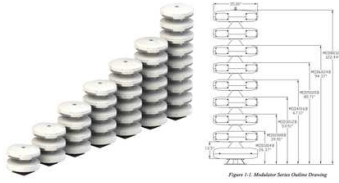
Voice Capable Sirens

OmniWarn to provide custom digital voice messages and chips with installation

MOD8032B

Modulator® High-Powered Speaker Array

Federal Signal's Modulator High Powered Speaker Array offers the same proven technology as the original Modulator with the exception of a smaller compact chassis. Modulator provides a flat frequency response up to 2000Hz producing intense warning signals and digital voice messaging over a large area. The Modulator design enables the siren to produce a high sound level and intelligible voice communications.



22,056.00
x 3
20% discount
52,934.40

UVTDH

UltraVoice Electronic Siren Controller - High Band

The Federal Signal UltraVoice® controller combines micro-processor based system control with highly efficient amplifiers to deliver optimized tones and voice capability for electronic sirens. The UltraVoice controller can generate and amplify single or dual frequency warning tones and comes with seven pre-set warning signals. In addition, the controller has been designed specifically to reproduce high quality live or pre-recorded-voice capability.

The UltraVoice Controller can report status back to a central control point utilizing the secure Commander Software System protocol. It provides status for AC Power, Battery Voltage, Charger, Amplifier Voltage & Current, Quiet Test, Intrusion, Local Activation, and SD Card Status.

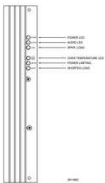


8,547.00
x 3
20% discount
20,512.80

UV400

Federal Signal UltraVoice 400W Amplifier

Amplifier for UltraVoice Electronic Siren Controller



947.00
x 24
20% discount
18,182.40

Tone Only Sirens

2001-130

2001-130 High Powered Outdoor Siren

The Federal Signal 2001-130 siren is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren produces 130dB(C) at 100ft & rotates at 3 RPM. Three distinct warning signals available: steady, wail and fast wail.

ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ



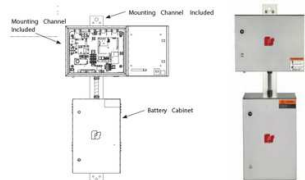
[2001-130 Data Sheet](#)

10,760.00
x 3
20% discount
25,824.00

DCFCTBDH

Two Way Siren Controller (DC Siren) (VHF)

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. UL Listed for general signaling. DNV Certified
DIGITAL CONTROLLER, HIGH BAND



9,474.00
x 3
20% discount
22,737.60

Power & Communications

OMNI-BVH-35

Antenna Kit: 150-174MHZ VHF

- Federal Signal high gain antenna kit with grounding plane.
- High quality, corrosion-resistant components
- Light weight, easy to ship and install
- Compatible with (AMB-P) pole mount and (AMB-W) wall mount
- 35ft LMR400 Coax, Type N male




480.00
x 6
20% discount
2,304.00

AMB-P

Antenna Mounting Bracket - Pole

- Antenna bracket, pole mount

159.00
x 6
20% discount
763.20

<p>TK-IO-CUSTINS-OW-IK-BATT-STD-M24M68 Battery Set: AC Delco M24AGM</p> <ul style="list-style-type: none"> • Warranty: 18 Month Limited Warranty • Battery Type: AGM • Voltage: 12 Volt • Batteries provided by OmniWarn 	<p>220.00 x 24 5,280.00</p>
<p>TK-IO-CUSTINS-OW-PO-STEEL-STD-50 50ft Galvanized Steel Pole</p> <ul style="list-style-type: none"> • 50ft Galvanized Steel Pole • Direct Bury • Poles provided by OmniWarn 	<p>5,285.00 x 6 31,710.00</p>
<p>TK-IO-CUSTINS-OW-IK-SP-DCM INSTALL KIT - STEEL POLE MATERIAL - MECHANICAL</p> <p>Conduit, Wire, Grounding, Hardware, Etc.</p>	<p>768.75 x 3 2,306.25</p>
<p>TK-IO-CUSTINS-OW-IK-SP-MOD INSTALL KIT - STEEL POLE MATERIAL - MODULATOR</p> <p>Conduit, Wire, Grounding, Hardware, Etc.</p>	<p>433.75 x 3 1,301.25</p>

AC Power Option

<p>2001TRBP Transformer Rectifier 48VDC</p> <p>The 2001TRBP transformer enables seamless operation from both AC power and battery backup in the event of an AC failure.</p>	<p>4,065.88 x 3 20% discount 9,758.11</p>
<p>2001TRBP-KIT Transformer Rectifier Install Kit</p> <p>The transfer relay kit comprises a 48 Vdc contactor, buss bars, a snubber, and screws for securely attaching the contactor to the back plate within the Federal Signal Control Cabinet.</p>	<p>684.71 x 3 20% discount 1,643.30</p>
<p>UVTRACDC Transformer Rectifier 24VDC</p> <p>The UltraVoice transformer enables seamless operation from both AC power and battery backup in the event of an AC failure.</p>	<p>9,841.18 x 3 20% discount 23,618.83</p>

<p>UVTRACDC-KIT Transformer Rectifier Install Kit</p> <p>The transfer relay kit comprises a 24 Vdc contactor, buss bars, a snubber, and screws for securely attaching the contactor within the Federal Signal Control Cabinet.</p>	<p>684.71 x 3 20% discount 1,643.30</p>
<p>TK-IO-CUSTINS-ACPOWER Install Transformer & AC Electrical Service</p> <p>Electrician will install electrical service for siren site. Factory technician will install transformer rectifier. Addition of necessary conduit & wire for install.</p> <p>After discussion with PNM, electrical services must be installed underground with a rack system for meter base & breaker panel.</p> <ul style="list-style-type: none"> - PNM Approved Rack System - Meter Base (PNM approved commercial can with bypass) - 6-circuit NEMA 3 breaker enclosure - Grounding equipment - 2" PVC & Fittings (Conduit ran to PNM Ped) - Up to 100' ditch (amended ditch price if area is to rocky) - Permit and labor 	<p>8,125.00 x 6 48,750.00</p>

Installation & Commissioning

<p>TK-IO-CUSTINS-OW-CONTROL-POINT Install Service: Control Point</p> <p>Installing a siren control base station refers to the process of setting up and installing the infrastructure required for a two-way communication system in a fixed location. Siren control base stations are commonly used in various industries, including public safety, transportation, utilities, and private enterprises.</p> <ul style="list-style-type: none"> • Install new base station and interface with system • Optimize & program control point. 	<p>3,250.00 x 1 3,250.00</p>
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<p>TK-IO-CUSTINS-SIREN Install Service: Warning Siren</p> <p>Federal Signal authorized installer will leverage the expertise of their skilled crew for the construction and installation of warning sirens.</p> <ul style="list-style-type: none"> • PNM to provide installation crew • PNM to provide digger truck • PNM to provide bucket truck • PNM to provide removal of old sirens • OmniWarn to assist PNM with installation of pole & siren • OmniWarn to install and commission control cabinet • OmniWarn to provide digital voice chips & custom messages • Adhering to established protocols for siren installations. • Erecting utility pole using industry-standard installation techniques • Performing on-site surveys and 811 locates for comprehensive project planning. • The authorized installer is responsible for providing trucks and essential hardware required for the installation. 	<p>1,875.00 x 6 11,250.00</p>
<p>TK-IO-CUSTINS-TRAVEL Travel Accommodations</p> <p>Travel, hotel, per diem - 7 days</p>	<p>3,750.00 x 1 3,750.00</p>
<p>ISYS-SYSOPT (C1-SETUP) CommanderOne Setup</p> <p>Setup and provision of the CommanderOne software for end user. Includes provisioning and remote training course.</p>	<p>1,287.50 x 1 1,287.50</p>
<p>Freight2 Shipping & Handling</p> <p>Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)</p>	<p>9,175.00 x 1 9,175.00</p>
<p style="text-align: right;">Subtotal, includes discount of 51,590.90</p> <p style="text-align: right;">Total</p>	<p style="text-align: right;">309,447.54</p> <p style="text-align: right;">\$309,447.54</p>

Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

Purchase Order Instructions

ATTENTION

ALL PURCHASE ORDERS SHOULD BE EMAILED TO ORDERS@OMNI-WARN.COM

All purchase orders must be made out to the following:

Federal Signal Corporation
Alerting & Notification Systems
2645 Federal Signal Drive
University Park, IL 60484

Remittance Instructions

Please find our W9 and remittance information attached for your convenience.

Checks may be mailed to:
PO BOX 200217
Dallas, Texas
75320-0217

 [Federal Signal 2023 W9](#)

 [Remittance Instructions](#)

Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

 [Terms Conditions Warranty](#)

Quote #562 - Ruidoso, New Mexico - 3 Siren Installation with AC Power (UPDATED 10/11/2024)

Project Summary


In 2023, Ruidoso purchased 3 2001-130 sirens with one-way (receive only) controllers, receive only antennas, and AGM batteries.

We recommend installing these sirens with solar instead of AC battery chargers, as it can reduce cost by eliminating electric bills and eliminating power surge/lightning damage. It also improves the resiliency of the warning siren by allowing it to recharge even when the grid is down.

We also recommend adding the two-way components to the sirens, so that the CommanderOne system can always know the status of the sirens - radio comms, audio, rotate, battery, intrusion, activation, etc are all monitored and reported to the CommanderOne system.

Utilizing steel poles improves the resiliency of your warning system, reducing the risk of a pole burning over in a wildfire. Galvanized steel poles also resist rot, rust, and wildlife damage.

 [Order Acknowledgement Final 5-9-23 4835793_SO](#)

<p>Q-DCFC1-2H DC Controller 2 Way Upgrade Kit</p> <p>Includes chopper sensor, rotate sensor, polyphaser, VHF radio, and other components to convert a 1 way siren controller to 2 way. Monitors for chopper, rotate, intrusion, battery, and activation.</p>	<p>2,975.00 x 3 20% discount 7,140.00</p>
<p>AMB-P Antenna Mounting Bracket - Pole</p> <ul style="list-style-type: none"> • Antenna bracket, pole mount 	<p>159.00 x 3 20% discount 381.60</p>
<p>OMNI-BVH-35 Antenna Kit: 150-174MHZ VHF</p> <ul style="list-style-type: none"> • Federal Signal high gain antenna kit with grounding plane. • High quality, corrosion-resistant components • Light weight, easy to ship and install • Compatible with (AMB-P) pole mount and (AMB-W) wall mount • 35ft LMR400 Coax, Type N male 	<p>480.00 x 3 20% discount 1,152.00</p>

FROM

Ryan Dean

OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal
2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE

1-833-360-9276

FOR

Ruidoso, New Mexico

TO

Eric Queller

EMAIL

EricQueller@ruidoso-nm.gov

COPY TO

Ronald Sena

QUOTE NUMBER

562

DATE

October 4, 2024

EXPIRY DATE

January 2, 2025

TK-IO-CUSTINS-OW-PO-STEEL-STD-50 50ft Galvanized Steel Pole <ul style="list-style-type: none"> • 50ft Galvanized Steel Pole • Direct Bury • Poles provided by OmniWarn 	5,285.00 x 3 15,855.00
TK-IO-CUSTINS-OW-IK-SP-DCM INSTALL KIT - STEEL POLE MATERIAL - MECHANICAL Conduit, Wire, Grounding, Hardware, Etc.	768.75 x 3 2,306.25

AC Power Option

2001TRBP Transformer Rectifier 48VDC The 2001TRBP transformer enables seamless operation from both AC power and battery backup in the event of an AC failure.	4,065.88 x 3 20% discount 9,758.11
2001TRBP-KIT Transformer Rectifier Install Kit The transfer relay kit comprises a 48 Vdc contactor, buss bars, a snubber, and screws for securely attaching the contactor to the back plate within the Federal Signal Control Cabinet.	582.00 x 3 20% discount 1,396.80
TK-IO-CUSTINS-ACPOWER Install Transformer & AC Electrical Service Electrician will install electrical service for siren site. Factory technician will install transformer rectifier. Addition of necessary conduit & wire for install. After discussion with PNM, electrical services must be installed underground with a rack system for meter base & breaker panel. <ul style="list-style-type: none"> - PNM Approved Rack System - Meter Base (PNM approved commercial can with bypass) - 6-circuit NEMA 3 breaker enclosure - Grounding equipment - 2" PVC & Fittings (Conduit ran to PNM Ped) - Up to 100' ditch (amended ditch price if area is to rocky) - Permit and labor 	8,125.00 x 3 24,375.00

Siren Installation

<p>TK-IO-CUSTINS-SIREN Install Service: Warning Siren</p> <p>Federal Signal authorized installer will leverage the expertise of their skilled crew for the construction and installation of warning sirens.</p> <ul style="list-style-type: none"> • PNM to provide installation crew • PNM to provide digger truck • PNM to provide bucket truck • PNM to provide removal of old sirens • OmniWarn to assist PNM with installation of pole & siren • OmniWarn to install and commission control cabinet • Adhering to established protocols for siren installations. • Erecting utility pole using industry-standard installation techniques • Performing on-site surveys and 811 locates for comprehensive project planning. • The authorized installer is responsible for providing trucks and essential hardware required for the installation. 	<p>2,250.00 x 3 6,750.00</p>
<p>TK-IO-CUSTINS-TRAVEL Travel Accommodations</p> <p>Price good if utilized at same time as quote #549 2 additional days</p>	<p>625.00 x 1 625.00</p>
<p>Freight2 Shipping & Handling</p> <p>Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)</p>	<p>510.00 x 1 510.00</p>
<p style="text-align: right;">Subtotal, includes discount of 4,957.13 Total</p>	<p style="text-align: right;">70,249.76 \$70,249.76</p>

Download PDF Quote

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Purchase Order Instructions

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Federal Signal Corporation
Alerting & Notification Systems
2645 Federal Signal Drive
University Park, IL 60484

Remittance Instructions

Please find our W9 and remittance information attached for your convenience.

Checks may be mailed to:
PO BOX 200217
Dallas, Texas
75320-0217

 [Federal Signal 2023 W9](#)

 [Remittance Instructions](#)

Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

 [Terms Conditions Warranty](#)



313 Cree Meadows Dr.
Ruidoso, NM 88345
575-258-4343
purchasing@ruidoso-nm.gov

VILLAGE OF RUIDOSO SOLE SOURCE CERTIFICATION

A sole source purchase is permissible when there is only one vendor in the overall geographical region that can provide an item or service. (§13-1-126 NMSA 1978, 1997 Repl.) The Department Director, Purchasing Agent or representative shall certify that a good faith effort has been made to contact other vendors in the general overall geographical region that the sole source has been located, and that the item or service is the only source found to be available in the region. The Village Manager or Deputy Village Manager must give final approval for sole source purchases.

The Purchasing Agent shall certify that every effort has been made to determine if there is a Federal Purchasing or State contract for the item or services requested and that negotiations, as appropriate, have been conducted with the sole source vendor to determine that it is the best obtainable price.

Full Description of item or service: *Emergency System For Emergency Notification System*

Additional Justification Information:

Sole Source Vendor: *Federal Signals*

Name/Contact Person of Sole Source Vendor: *Bruce Ross*

Address/Telephone# of Sole Source Vendor: **Street Address** *2645 Federal Signal Drive*
City, State and Zip Code *University Park Illinois 60484*
Phone# *858-264-9568*

Term of Contract: *Sole Source for a period of 5 years - 2/17/23 - 2/16/28*

Price of Sole Source Items or Services: **\$** *50,000 Per Year*

Justification:

CERTIFICATION BY DEPARTMENT:

I hereby certify that a good faith effort has been made to contact other vendors in the general overall Geographical region in which the sole source has been located, and that there is only one source for the required service or item of tangible personal property.

Department Head: *[Signature]* Date: *2/22/23*

CERTIFICATION OF PURCHASING AGENT:

I hereby certify that there is not a GSA or State Contract for the item or service requested and that negotiations, as appropriate, have been conducted with the sole source vendor to determine this is the best price obtainable.

Purchasing Agent: *[Signature]* Date: *2-22-23*

Management Approval
Village Manager/Deputy Manager: *[Signature]* Date: *2/22/23*

February 17, 2023

Joe Kasuboski
Fire Chief
Village of Ruidoso

Chief Kasuboski,

Federal Signal Corporation is the sole manufacturer of the equipment used in the Federal Signal siren system. The siren and controllers used within the system are only manufactured by Federal Signal and no other manufacturer has alternative parts. Federal Signal will continue to supply these components for minimum of the next 5 years and will continue as the sole provider.

Federal Signal takes pride in being able to offer our customers complete system solutions for your warning needs. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system, with the benefit of dealing directly with the manufacturer.

If I can answer any additional questions, or be of service in any way, please feel free to contact me at your convenience.

Sincerely,



Bruce Ross
Region Sales Manager
Alerting & Notification Systems
Federal Signal Corporation
bross@fedsig.com
858-264-8568