

# VILLAGE OF RUIDOSO

**AGENDA INDEX  
REGULAR COUNCIL MEETING  
NOVEMBER 12, 2024 AT 1:00 PM**

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

## CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

## ROLL CALL

## APPROVAL OF AGENDA.

## CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes  
October 8, 2024 - Regular Meeting  
October 24, 2024 - Special Meeting  
October 24, 2024 - Workshop Meeting  
November 5, 2024 - Workshop Meeting
2. Approval of T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Stewart, for Bravo 1 T- Hangar beginning November 12th, 2024.
3. Approval of 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.
4. Approval of Request to Schedule a Public Hearing on December 10, 2024 for Ordinance 2024-07, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2024, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2024 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

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

## MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions
2. Presentation of Retirement Plaque to Lawrence Chavez for his Service to the

Village of Ruidoso as a Police Officer and Police Chief from October 2007 through November 2024.

3. PROCLAMATION: November 2024 as "Lung Cancer Awareness Month"

### **VILLAGE MANAGER REPORT.**

1. Village Manager's Report
2. Update on Village Website
3. Update on 603 Mechem
4. Update on Parks and Recreation Winter Festivities

### **REPORTS FROM MUNICIPAL OFFICIALS.**

#### **PUBLIC HEARINGS.**

1. Public Hearing for Ordinance 2024-05, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.
2. Public Hearing for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

#### **REGULAR ITEMS.**

1. Discussion and Possible Action on Appointment of Steven A. Minner as Chief of Police and Administration of Oath of Office.
2. Discussion and Possible Action 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.
3. Discussion and Possible Action 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 NMGR.T.
4. Discussion and Possible Action on Task Order RFP-2024-003P-BH-03 for US 70/NM 48 Intersection Design with Bohannon Huston, Inc., for a Total Project Cost of \$1,699,976.05 Including NMGR.T.
5. Discussion and Possible Action on Resolution 2024-44, a Resolution Amending the Village of Ruidoso Personnel Policy with the Addition of Chapter 18, Sections 1-5: Emergency Operations.
6. Discussion and Possible Action on Purchase and Installation of (9) Emergency Sirens from Federal Signal Corporation Alerting & Notification Systems, in the Amount of \$410,785.02 Including NMGR.T.
7. Discussion and Possible Action on Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC,

in the Amount of \$1,817,550.00, Including NMGRT.

8. Discussion and Possible Action on Final Change Order No. 4 with Mesa Verde, for the Links Trail Project Resulting in a Decrease of \$106,896.54 Including NMGRT.
9. Discussion and Possible Action on Final Change Order No. 5 with Mesa Verde, for the Moon Mountain Trail Project Resulting in a Decrease of \$580.54 Including NMGRT.
10. Discussion and Possible Action on Host Venue Agreement with Ironman70.3 in the Amount of \$300,000.00 to Host the Ironman 70.3 New Mexico-Ruidoso Race Event in 2026-2027 and 2028.
11. Discussion and Possible Action on Memorandum of Understanding with XTERRA Global, LLC, for Hosting 2026-2027 and 2028 XTERRA World Championship Events in the Amount of \$1,080,000.00.

**CLOSED SESSION.**

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

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

**ADJOURN.**

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

# AGENDA MEMORANDUM

## Village of Ruidoso

Consent Regular Item - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Approval of Governing Body Minutes

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### **Item Summary:**

Approval of Governing Body Minutes  
October 8, 2024 - Regular Meeting  
October 24, 2024 - Special Meeting  
October 24, 2024 - Workshop Meeting  
November 5, 2024 - Workshop Meeting

### **Financial Impact:**

None

### **Item Discussion:**

Approval of Governing Body Minutes  
October 8, 2024 - Regular Meeting  
October 24, 2024 - Special Meeting  
October 24, 2024 - Workshop Meeting  
November 5, 2024 - Workshop Meeting

### **Recommendations:**

To Approve Governing Body Minutes  
October 8, 2024 - Regular Meeting  
October 24, 2024 - Special Meeting  
October 24, 2024 - Workshop Meeting  
November 5, 2024 - Workshop Meeting

### **ATTACHMENTS:**

Description  
Regular Meeting Minutes - Oct. 8, 2024  
Special Meeting Minutes October 24, 2024

Workshop Meeting Minutes - Oct. 24, 2024  
Workshop Meeting Minutes November 5, 2024

**VILLAGE OF RUIDOSO  
GOVERNING BODY, REGULAR MEETING  
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345  
OCTOBER 8, 2024**

**CALL TO ORDER**

Mayor Lynn D. Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Hooker, Lutterman, Jackson, Salas and Eby were recorded present in person. Councilor Cory was absent. Municipal employees present were Ronald L. Sena, Village Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Adam Sanchez, Public Works Director; Lee Baker, Airport Manager; Matthew Baird, Parks and Recreation Director; Christella Armijo, Water Resource Director; Steve Minner, Deputy Police Chief; Anthony Montes, Community Center Manager; Dianne Staab, Library Manager; Eddie Ryan, Manager of Events and Strategic Partnerships; Zachary J. Cook, Village Attorney; Randy Koehn, Water Production Manager; Robin Parks, Staff Accountant II; Stephanie Warren, GIS Coordinator/Planner; Johanna Quintana, HR Generalist; Cheryl Gerthe, HR Director; Judi Starkovich, Finance Director; Ashlie Carbajal, Water Resource Manager; Alex Koenig, Community Development Director; Bobby Simpson, Code Enforcement Officer; David Tetreault, Parks and Recreation Asst Director; Diana Free, HR Administrative Asst., Josh Long, Streets Manager; Stephanie Long, Museum Curator/Manager; Cameron Sidwell, Fire Dept.; Chrysanti Jones, Short Term Rental Admin Asst II; Elaine Sanchez, Fire Dept. Office Manager; Alex Salas, Heavy Equipment Operator; and Alexander Kache-Kirgan, Heavy Equipment Operator. There were approximately 13 visitors in attendance.

**APPROVAL OF AGENDA.**

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

**CONSENT REGULAR ITEMS.**

1. Approval of Governing Body Minutes  
September 10, 2024 - Regular Meeting  
September 18, 2024 - Special Meeting  
October 1, 2024 - Workshop Meeting
2. Approval of Award of ITB #2025-002B for Automated Fuel Dispensing Services to Bell Gas Inc.
3. Approval of Contract to Bell Gas Inc., for Automated Fuel Dispensing Services Awarded via ITB#2025-002B.
4. Approval of Request to Schedule a Public Hearing on November 12, 2024 for

Ordinance 2024-25, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

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

### **PUBLIC INPUT.**

Daniel Beach addressed the Council about the volume of music during events at Jack's Backstage. He stated that he lives 300 yards away and asked that the volume be regulated for everyday and weekend music noise levels. He also asked that the Village rules and regulations regarding noise be reviewed.

Bill Cairns thanked the Village for their efforts in handling the recent fire/flood disaster. He presented an idea of creating a "riverwalk" along the river in the Fern Trail area.

Randall Hamilton asked for immediate work to be done on the second bridge on Main Road. Mr. Hamilton thanked Adam and Joseph with the Street Dept., for their quick response with flooding in the area he lives in. He also encouraged public input during the process for re-design on bridges.

Chelsey Jarvis thanked the Village for their hardwork during the disaster. She stated that her and her husband own the RV park at 664 Sudderth which is now closed due to damage from the floods. She stated that they don't know if they will be able to rebuild and asked that the Village consider buying the property to use for water retention ponding.

Daryl Jarvis, husband of Cheryl Jarvis, expressed his thanks for all the helped received during the flooding and that he does not see a way that they will be able to rebuild the RV park and asked the Village to please consider buying the property.

### **MAYORAL REPORTS AND PRESENTATIONS.**

1. Presentation of New Employees and Promotions

The Mayor presented the following New Employees and Promotions:

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

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

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

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

Promotions:

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

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

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

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

Mayor Crawford recognized Jared Wilson for his years of service to the Village.

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

Jennifer Thomas, US Forest Service and Josh Dubois, acting Ranger for the District, informed the Council that aerial seeding in the burn scar areas has started along with straw mulching.

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

Stephanie Garcia, Executive Director of Ruidoso Mid-Town Association, gave a quarterly report to the Council stating that she will be getting quotes to replace or refurbish the damaged digital sign and gave details to the Council about the upcoming Mid-Town Halloween Event to be held on October 30, 2024.

### **VILLAGE MANAGER REPORT.**

1. Village Manager's Report

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

Eddie Ryan, Manager of Events & Strategic Partnerships, introduced Samantha Paulson, the Festival Manager for Xterra. She spoke briefly about the Xterra event to be held in Ruidoso next year.

The Mayor recognized the local Red Cross chapter providing assistance with the disaster and encouraging anyone interested in volunteering to reach out for more information.

2. Update on Proposed Development on Carrizo Canyon Road

Alex Koenig, Community Development Director gave information to the Council of an entertainment venue being developed on Carrizo Canyon Road. Alex stated that the property is located in the County on approximately 36 acres. He stated that an amusement center and roller coaster fun park is being developed. Alex stated that the Village will request that a traffic impact analysis be conducted.

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

Cobb Fendley presented that they have started the modeling project on the Upper Rio Ruidoso watershed and that on-site observations are still needed. Project ongoing.

4. Wingfield Heritage House Museum Ribbon Cutting and Open House Celebration

Stephanie Long, Museum Curator/Manager and Councilor Lutterman informed all of the ribbon cutting for the Wingfield Heritage House Museum to be held on October 17, 2024.

5. Update on Toss No Mas Community Cleanup



David Tetrault, Parks & Recreation Asst. Director and Matthew Baird, Parks & Recreation Director informed all of the Toss No Mas trash pick-up to be held on October 20, 2024.

6. Update on Starlite Road

Adam Sanchez, Public Works Director, updated the Council of the road work on Starlite Road. Adam stated that rock work and box culverts would be installed before the snow season.

7. Update on Perk Canyon

Adam Sanchez, Public Works Director, updated the Council that the water in Perk Canyon is being turned on and that the roads are passible for access.

**REPORTS FROM MUNICIPAL OFFICIALS.**

Councilor Salas stated that he was pleased with the amount of kids playing at the new "Schoolhouse park" and that it is a great asset to the Village.

Councilor Lutterman stated that she appreciates all the hard work of Village staff.

Councilor Eby stated that he recently attended a NMML board meeting in Santa Fe where the board discussed legislative priorities for the 2025 legislative session.

Councilor Jackson applauded the efforts of the Village Managers office, in their efforts to find and obtain grants, and the effectiveness of the weekly elected officials updates.

Councilor Hooker stated that the Aspenfest parade and Oktoberfest were great events, attended by many.

**PUBLIC HEARINGS.**

1. Public Hearing for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), Its Successors and Assigns the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business within the Limits of the Village of Ruidoso.

Mayor Crawford, opened the Public Hearing stating that the purpose of the Public Hearing was for Proposed Ordinance 2024-06, an Ordinance Granting Certain Rights and Privileges to Tularosa Telecommunications Inc. (Tularosa Basin Telephone Company), Its Successors and Assigns the Non-Exclusive Franchise, License, Right and Privilege to Construct, Erect, Operate and Maintain Its Telecommunications Business within the Limits of the Village of Ruidoso. Mayor Crawford asked for public comments, there being none, he closed the Public Hearing. After further discussion between all, Councilor Jackson moved to approve and adopt Ordinance 2024-06.

Councilor Hooker seconded and the motion carried with a roll call vote of Councilor Jackson voting "aye"; Councilor Hooker voting "aye"; Councilor Salas voting "aye"; Councilor Eby voting "aye" and Councilor Lutterman voting "aye"; the motion passed.

**REGULAR ITEMS.**

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

Councilor Lutterman made a motion to approve reinstatement of the ramp fees. Councilor Hooker seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Hooker made a motion to approve the change order. Councilor Jackson seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Lutterman made a motion to approve renewal of the contract. Councilor Eby seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Hooker made a motion to approve Resolution 2024-42, referring to Section 54-61(f)(2) of the Village code Councilor Jackson seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Lutterman made a motion to approve the award of RFP#2025-001P. Councilor Jackson seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Jackson made a motion to approve the Professional Services Agreement for RFP#2025-001P. Councilor Hooker seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Lutterman made a motion to approve the task order. Councilor Jackson seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

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

Councilor Hooker made a motion to approve the task order. Councilor Jackson seconded the motion and upon vote of all in attendance voting "aye" the motion passed.

**CLOSED SESSION.**

Councilor Jackson made a motion to recess into:

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

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

Mayor Crawford recessed the Regular Meeting and entered into Closed Session at 3:45 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk; Christella Armijo, Water Resource Director; Ashlie Carbajal, Water Resource Manager; and Steve Minner, Deputy Police Chief.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:45 p.m.

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

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

**ADJOURN.**

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Regular Meeting at 4:45 p.m.

**MINUTES ARE DRAFT UNTIL APPROVED:**

Minutes were passed and approved on this 12th day of November, 2024.

**APPROVED:**

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Lynn D. Crawford, Mayor

**ATTEST:**

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Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO  
GOVERNING BODY, SPECIAL MEETING  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345  
OCTOBER 24, 2024**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 8:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Hooker, Lutterman, Cory, Jackson, Eby and Salas were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini Turri, Village Clerk; Eddie Ryan, Manager of Events and Strategic Planning; Christella Armijo, Water Resource Manager; David Tetreault, Assistant Parks and Recreation Director; Adam Sanchez, Public Works Director; Judi Starkovich, Finance Director; Alex Koenig, Community Development Director; Jaime Urban, Police Lieutenant; Cade Hall, Interim Asst. Fire Chief; Ashlie Carbajal, Water Resource Manager; Andrew Sullens, IT Tech Support; Legal Counsel present was Zachery Cook. Dick Cooke; Forestry Director; Anthony Montes, Community Center Supervisor; Bernadeen Herrera, Convention Center Manager; Robin Parks, Staff Accountant II; and Ann Lowrey, Police Admin Asst II. Visitor present: Dennis Dukes.

1. Discussion and Possible Action on Adoption of Resolution 2024-43, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending September 30, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Councilor Cory made a motion to approve and adopt Resolution 2024-43, Councilor Jackson seconded and the motion carried with a roll call vote of all present voting "aye" the motion passed.

2. Discussion and Possible Action on Task Order #3 on RFP #2024-004P with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Conduct the Village of Ruidoso Base Flood Elevation Survey and to Develop an Interim FEMA Flood Map in an Amount Not to Exceed \$290,128.58 Including NMGRT.

Councilor Hooker made a motion to approve the task order. Councilor Jackson seconded and the motion carried with a roll call vote of all present voting "aye" the motion passed.

3. Discussion and Possible Action on Award of RFP #2025-002P for Professional Services Agreement for Disaster Recovery Coordinator to D.W. Dukes, LLC.

Councilor Hooker made a motion to approve the award, Councilor Lutterman seconded and the motion carried with a roll call vote of all present voting "aye" the motion passed.

4. Discussion and Possible Action on Agreement for RFP #2025-002P for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC.

Councilor Lutterman made a motion to approve the contract. Councilor Hooker seconded and the motion carried with a roll call vote of all present voting "aye" the motion passed.

**ADJOURNMENT:**

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 8:52 a.m.

**MINUTES ARE DRAFT UNTIL APPROVED:**

Minutes were passed and approved on this 12th day of November, 2024.

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

**ATTEST:** \_\_\_\_\_  
Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO  
GOVERNING BODY, WORKSHOP MEETING  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345  
OCTOBER 24, 2024**

Mayor Lynn D. Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 9:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Jackson, Hooker, Cory, Salas, Lutterman, and Eby were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Jini S. Turri, Village Clerk; Stephanie Warren, GIS Coordinator/Planner; Alex Koenig, Community Development Director; Michael Martinez, Village Deputy Manager; Dick Cooke, Forestry Director and Zach Cook, Village Attorney. Others present was Phyllis Taylor with Sites Southwest, LLC.

1. Discussion on Chapter 54 Re-Write.

Phyllis Taylor, with Sites Southwest, reviewed with Council the remaining proposed changes to Chapter 54. There was discussion on proposed changes to the definition of mobile vending; discussion on the enforcement of placement of political signs; recommendations to delete certain political sign requirements and discussion on proposed changes to the appeal process.

**ADJOURNMENT**

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Workshop Meeting at 11:30 a.m.

**MINUTES ARE DRAFT UNTIL APPROVED:**

Minutes were passed and approved on this 12th day of November, 2024.

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

**ATTEST:** \_\_\_\_\_  
Jini S. Turri, Village Clerk

**VILLAGE OF RUIDOSO  
GOVERNING BODY, WORKSHOP MEETING  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345  
NOVEMBER 5, 2024**

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Lutterman, Cory, Hooker and Jackson were recorded present in person. Councilor Eby was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Bartz, Deputy Clerk; Judi M. Starkovich, Finance Director; Matthew Baird, Parks and Recreation Director; Lee Baker, Airport Manager; Alex Koenig, Community Development Director; David Tetreault, Assistant Parks and Recreation Director; Steven Minner, Deputy Police Chief; Robin Parks, Staff Accountant II; Anthony Montes, Community Center Manager; Dianne Stabb, Library Manager; Zach Cook, Village Attorney; Joe Kasuboski, Fire Chief; Cade Hall, Interim Asst. Fire Chief; Cheryl Gerthe, HR Manager; Eddie Ryan, Manager of Events and Strategic Partnerships; and Erich Queller, Emergency Manager.

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.

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

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.

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

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.

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

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 NMGR.T.



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

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

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

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.

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

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.

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

**ADJOURNMENT**

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:31 a.m.

**MINUTES ARE DRAFT UNTIL APPROVED ON:**

Passed and approved on this 12th day of November 2024.

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

**ATTEST:** \_\_\_\_\_  
Jini S. Turri, Village Clerk

# AGENDA MEMORANDUM

## Village of Ruidoso

Consent Regular Item - 2.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Lee Baker, Airport Manager

**Meeting Date:** November 12, 2024

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

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### **Item Summary:**

Approval of 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 Approve 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 (25<sup>th</sup>) 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

Consent Regular Item - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Lee Baker, Airport Manager

**Meeting Date:** November 12, 2024

**Re:** Approval of 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.

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### **Item Summary:**

Approval of 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 Approve 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 (25<sup>th</sup>) 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.

#### **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

Consent Regular Item - 4.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Approval of Request to Schedule a Public Hearing on December 10, 2024 for Ordinance 2024-07, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2024, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2024 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

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### **Item Summary:**

Approval of Request to Schedule a Public Hearing on December 10, 2024 for Ordinance 2024-07, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2024, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2024 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

### **Financial Impact:**

The proposed Ordinance would yield approximately \$1,450,000.00 (after expenses) in funding for water infrastructure projects. Funds are segregated in the GO Bond Capital Projects Fund (#302).

### **Item Discussion:**

On March 5, 2024, the Citizens of the Village of Ruidoso (the Village) elected to continue the issuance of general obligation bonds in an amount not to exceed \$3,000,000.00 to fund water infrastructure projects with payback of the debt secured by Ad Valorem (property) Taxes. This will be the second set of bonds issued in the amount of \$1,500,000.00. Previous issues (Series 2023) was issued on December 19, 2023.

The Ordinance would authorize professionals to act on behalf of the Village in relation to the issuance of the bonds and directs the Village Manager and Village Clerk to take necessary action in connection with the issuance of the bonds.

This Ordinance also Provides that the Series 2024 Bonds will be payable from Ad Valorem Taxes



Levied without Limit as to Rate or Amount; Establishing the Maturity Dates, Rates of Interest, Redemption Features, and Price with Respect to such Bonds; Prescribing Other Details Concerning the Bonds and Tax Proceeds, including but not Limited to Covenants and Agreements in connection therewith and the Form, Terms, Conditions, and Manner of Execution of the Bonds; Ratifying all Action previously taken in connection therewith; and Repealing Ordinances in Conflict Herewith.

**Recommendations:**

To Approve to Schedule a Public Hearing on December 10, 2024 for Ordinance 2024-07, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2024, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2024 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

**ATTACHMENTS:**

Description

Ordinance 2024-XX

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

The Village Council (the “Council”) of the Village of Ruidoso (the “Village”), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the Village, in the Village Hall, 313 Cree Meadows Drive, Ruidoso, New Mexico, being the regular meeting place of the Council, at 1:00 p.m., on Tuesday, December 10, 2024, at which time there were present and answering the roll call the following members:

Mayor:

Councilors:

Absent:

Thereupon the following proceedings, among others, were taken at such meeting. There was officially filed with the Village Clerk, the Mayor and each Councilor, a copy of an ordinance in final form, which is as follows:

ORDINANCE NO. 2024-\_\_\_\_\_

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2024, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE TO ENLARGE, IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION COMPONENTS OF THE VILLAGE’S WATER SYSTEM; PROVIDING THAT THE SERIES 2024 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2024 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT AND THE SALE CERTIFICATE OR SALE RESOLUTION; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, the Village of Ruidoso, New Mexico is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the Village on the 5<sup>th</sup> day of March, 2024, the electors of the Village authorized the Village Council to contract bonded indebtedness on behalf of the Village and upon the credit thereof by issuing general obligation bonds of the Village to secure funds for the following purpose in the following amount:

<u>Purpose:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Securing funds for the purpose of enlarging, improving and/or extending the production and distribution components of the Village’s water system.	\$3,000,000	\$0	\$1,500,000

WHEREAS, the Council has determined, and does hereby determine, that it is necessary and in the best interest of the Village and the residents thereof that \$1,500,000 of the general obligation bonds authorized at the election be issued at this time; and

WHEREAS, the Council determines that the issuance of the Series 2024 Bonds to finance the cost of enlarging, improving and/or extending the production and distribution components of the Village's water system, as more fully provided in this Ordinance, will benefit the Village and shall provide for the public health, peace and safety of the Village and its residents; and

WHEREAS, the Council has determined and does hereby determine that the Bonds shall be issued under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the Council determines that it is in the best interest of the City and its residents to sell the Series 2024 Bonds to the Purchaser at the sale price, and on the terms set forth in this Bond Ordinance, the Sale Certificate or Sale Resolution, and the Bond Purchase Agreement; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-12 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Council is authorized to adopt an ordinance delegating to one or more of its members, Village officers, or Village employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the Village flexibility in setting the pricing date of the Series 2024 Bonds and optimize debt service costs to the Village, the Council desires to grant to the Mayor, Manager, Finance Director or any other employee of the Village when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Series 2024 Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Bond Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Bond Ordinance (the "Parameters," as further described herein); and

WHEREAS, the Village will approve the specific terms of the sale of the Series 2024 Bonds in the Sale Certificate or Sale Resolution; and

WHEREAS, all required authorizations, consents and approvals of any governmental body, agency or authority in connection with (i) the general obligation pledge for the payment of the Bonds, and (ii) the authorization, execution and delivery of the Bonds, which are required to have been obtained by the date on which this Ordinance is adopted have been obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

“Authorized Officer” means the Mayor, Manager, Finance Director, Clerk or other officer or employee of the Village when designated by a certificate signed by the Mayor of the Village from time to time.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as bond counsel.

“Bond Purchase Agreement” means the agreement between the Village and the Purchaser providing for the sale by the Village and the purchase by the Purchaser of the Bonds.

“Bonds” and “Series 2024 Bonds” means the “Village of Ruidoso, New Mexico General Obligation Bonds, Series 2024” authorized by this Ordinance.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Council” means the Village Council of the Village.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the Village with respect to the issuance of the Bonds, including the fees, premiums, compensation, costs and expenses paid or to be paid to the Purchaser and attorney and municipal advisor fees.

“Federal Securities” means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean any other 12-month period which any appropriate authority may hereafter establish for its Fiscal Year.

“Independent Accountant” means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State appointed and paid by the Village who (i) is or are, in fact, independent and not under the domination of the Village, (ii) does not have any substantial interest, direct or indirect, with the Village, and (iii) is not connected with the Village as an officer or employee of the Village,

but who may be regularly retained to make annual or similar audits of the books or records of the Village, and includes the New Mexico State Auditor.

“Insured Bank” means a bank which is a member of the Federal Deposit Insurance Corporation.

“Interest Payment Date” means June 1 and December 1 in each year beginning as specified in the Sale Certificate or Sale Resolution.

“Outstanding” when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the Village and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of on in substitution for which another Bond has been delivered pursuant to this Ordinance; (iii) any Bond for the payment or redemption of which funds or securities in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the Village. For all other purposes, Bonds owned by the Village which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

“Owner” means the registered owner of any Bond.

“Paying Agent” means the Finance Director (or successor in function) of the Village, as agent for the Village for the payment of the principal of and interest and premium, if any, on the Bonds.

“Payment Date” means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

“Permitted Investments” means securities which are at the time legal investments of the Village for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) direct obligations of, or obligations fully guaranteed by the United States of America or instruments evidencing ownership interests in those obligations or in specified portions of the principal of or interest on those obligations; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the two highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Project” means enlarging, improving and/or extending the production and distribution components of the Village's water system.

“Purchaser” means the purchaser of the Series 2024 Bonds as specified in the Sale Certificate or Sale Resolution.

“Registrar” means the Finance Director (or successor in function) of the Village, as registrar and transfer agent for the Bonds.

“Regular Record Date” means the 15th day of the calendar month (whether or not a business day) immediately preceding each regularly scheduled interest payment date on the Bonds.

“Sale Certificate” means one or more certificates executed by the Mayor, Manager or Finance Director dated on or before the date of delivery of the Series 2024 Bonds, setting forth the following final terms of the Series 2024 Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund or a debt service reserve account, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Series 2024 Bonds, all subject to the parameters and conditions contained in this Bond Ordinance; provided that in no event shall the Sale Certificate specify a net effective interest rate on the Bonds in excess of the statutory maximum of ten percent (10%) per annum.

“Sale Resolution” means a resolution which may be adopted by the Council after sale of the Bonds which shall specify the exact aggregate principal amounts of the Bonds, the maturity dates, the amounts maturing on each maturity date, the interest rates, and the redemption features applicable to the Bonds and which shall approve the Bond Purchase Agreement and other documents and which may contain such other terms and provisions as the Council may determine; provided that in no event shall the Sale Resolution specify a net effective interest rate on the Bonds in excess of the statutory maximum of ten percent (10%) per annum.

“Series Date” means the date of original issuance of each series of Bonds.

“Special Record Date” means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

“State” means the State of New Mexico.

“Village” means the municipal body corporate and politic known as the Village of Ruidoso, New Mexico.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Council and officers of the Village directed toward the Project, and toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Project is found and declared to be necessary.

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

A. Moneys available for the Project from all sources other than the issuance of general obligation bonds are not sufficient to defray the cost of the Project.

B. The full faith and credit of the Village may lawfully be pledged to secure the payment and redemption of the Bonds.

C. The issuance of the Bonds pursuant to the Act, to provide funds for the financing of the Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the Village.

D. The net effective interest rate on the Bonds shall be less than 10% per annum, the maximum rate permitted by State law as specified in the Sale Certificate or Sale Resolution.

E. The Project is needed to meet the needs of the Village and its residents and will be acquired and constructed with the proceeds of the Bonds.

Section 5. Authorization of Bonds. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Village, it is hereby declared necessary that the Village, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds to be designated “Village of Ruidoso, New Mexico General Obligation Bonds, Series 2024,” in the aggregate principal amount not to exceed \$1,500,000. The issuance, sale and delivery of the Bonds are hereby authorized. The negotiated sale of the Series 2024 Bonds to the Purchaser shall be approved in the Sale Certificate or Sale Resolution and Bond Purchase Agreement. The underwriter’s discount on the Bonds shall not exceed 3% of the aggregate principal amount of the Bonds. The final maturity of the Series 2024 Bonds shall be no later than June 1, 2039.

Section 6. Bond Details.

A. Basic Details. The Series 2024 Bonds shall be issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 and shall bear interest on the basis of a 360-day year and twelve 30-day months from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date until maturity or prior redemption, payable semiannually on June 1 and December 1 of each year in the years, amounts and interest rates as set forth in the Sale Certificate or Sale Resolution.

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and paying agent for the Bonds), upon maturity or prior redemption thereof. If any Bond shall not be paid at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or



before the next succeeding business day without accruing any additional interest), to the Owner thereof on the Regular Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption. The Series 2024 Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated maturities at the redemption price(s) and on the dates established in the Sale Certificate or Sale Resolution.

Notice of redemption shall be given by the Registrar by electronic means or by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to giving notice on the registration books kept by the Registrar. The Village shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the Village.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the Village; each Bond shall be executed and attested with the manual or facsimile signature of the Village Clerk; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the Village (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices.

B. Certificate of Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the Owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the Owner or any transferee, but the Registrar may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. When Transfer or Exchange Not Required. The Registrar shall not be required: (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of 15 days next preceding the mailing of notice to the Owners calling any Bonds for prior redemption pursuant to Section 7; or (ii) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except

as may otherwise be provided with respect to payment of interest as is provided in Section 6(B), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or the Owner's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

E. Delivery of Bond Certificates to Registrar. The officers of the Village are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the Village.

Section 11. General Obligation Bonds. The Bonds shall constitute the general obligation debt of the Village, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the Village shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 12. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF NEW MEXICO  
VILLAGE OF RUIDOSO  
GENERAL OBLIGATION BONDS, SERIES 2024

No. R-\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Series Date</u>
_____% per annum	June 1, 20__	_____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Village of Ruidoso, New Mexico (the “Village”), for value received, promises to pay to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date, being the 15th day of the calendar month immediately preceding each regularly scheduled interest payment date, as defined in Ordinance No. 2024-\_\_\_\_\_, adopted on December 10, 2024, as supplemented by the Sale Certificate (which authorizes this bond and which is referred to herein as the “Bond Ordinance”), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Finance Director (or successor in function) of the Village as registrar for the bonds (the “Registrar” and “Paying Agent”) or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above (subject to adjustment as provided herein), calculated on a 30/360 basis, payable on June 1, 2025 and semiannually thereafter on June 1 and December 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

This Bond is subject to payment on June 1 in each of the years and principal amounts stated below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for the redemption of this Bond, the Village shall cause to be deposited in the interest and sinking fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of this Bond plus accrued interest to the sinking fund redemption date:

<u>(JUNE 1)</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
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The bonds of the series of which this bond is a part (the “Bonds”) maturing on or after June 1, 20\_\_ are subject to prior redemption at the option of the Village in one or more units of principal of \$5,000 on and after June 1, 20\_\_, in whole or in part at any time in such order of maturities as the Village may determine (and by lot if less than all of the Bonds of such maturity

is called, such selection by lot to be made by the Registrar in such manner as it shall consider appropriate and fair), for the principal amount of each \$5,000 unit so redeemed, accrued interest thereon to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

Notice of redemption of this bond will be given by providing at least thirty (30) days prior notice by electronic means or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the Bond Ordinance. Notices of redemption will specify the number or numbers and maturity date of the Bonds to be redeemed, the date fixed for redemption, the amount of such Bond to be redeemed, and shall further state that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The Village, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated “Village of Ruidoso, New Mexico General Obligation Bonds, Series 2024” of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) enlarge, improve and/or extend the production and distribution components of the Village’s water system, and (2) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the Village is hereby irrevocably pledged. The Village Council has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

The Village covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Council and officers of the Village in the issue of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of New Mexico, particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Village of Ruidoso, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the Village Clerk, respectively; and has caused its corporate seal to be affixed hereon, all as of the Series Date.

VILLAGE OF RUIDOSO, NEW MEXICO

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST

By \_\_\_\_\_  
Village Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

FINANCE DIRECTOR (OR SUCCESSOR IN  
FUNCTION) OF THE VILLAGE OF RUIDOSO,  
NEW MEXICO, as Registrar

By \_\_\_\_\_  
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

### ASSIGNMENT

For value received, \_\_\_\_\_ hereby sells, assigns and transfer unto \_\_\_\_\_ the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

Name and Address of Transferee:

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

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

Dated: \_\_\_\_\_ Social Security Number or  
Other Tax Identification Number: \_\_\_\_\_

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the Village shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Purchaser.

Section 14. Disposition of Proceeds. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the Village, or any of its officers, of any of the funds derived from the sale thereof.

Section 15. Levy of Taxes; Payment of Bonds. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the Village, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the Village subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the Village may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or

interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for the purpose, the principal of and interest accruing on the Bonds shall be paid from the Village's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other Village taxes are assessed, levied and collected. Annually, the Village Council shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Village Council each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 16. Delegated Powers. The Mayor and other Authorized Officers of the Village be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the publication of the summary of ordinance set out in Section 30 of this Ordinance (with such changes, additions and deletions as they may determine), the distribution of material relating to the Bonds, the printing of the Bonds and the execution and delivery of the Bond Purchase Agreement and of such certificates as may be required by the Purchaser, the Bond Purchase Agreement, or bond counsel.

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor, Manager and Finance Director are each hereby delegated authority to execute the Bond Purchase Agreement and the Sale Certificate and to determine any or all of the final terms of the Series 2024 Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor, Manager or Finance Director shall present the Sale Certificate to the Council in a timely manner, before or after delivery of the Series 2024 Bonds, at a regularly scheduled public meeting of the Council.

Section 17. Events of Default. Each of the following events is an "Event of Default":

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable at maturity, by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the Village to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 17(A) or Section 17(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the Village by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of Village. (1) The Village shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee,



liquidator or the like of the Village or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the Village, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Village, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the Village or of all or a substantial part of its assets, or (c) similar relief in respect of the Village under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 18. Remedies upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the Village, the Council, and its agents, officers and employees to protect and enforce the rights of any Owner under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner so to proceed shall not relieve the Village or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any Owner (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 19. Duties upon Default. Upon the occurrence and during the continuance of any Event of Default, the Village shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the Village fails or refuses to proceed as provided in this Section 19, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 20. Federal Tax Matters.

A. Tax Compliance. The Village (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government from the Rebate Fund, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and other appropriate officers are hereby authorized and directed to take any

and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

B. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the Village hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the “Rebate Fund”). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure provided in Section 22 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the Village, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The Village shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The Village shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code.

C. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The Village has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Village hereby covenants that in or during the calendar year in which the Bonds are issued, the Village (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

Section 21. Defeasance. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a “Defeased Bond”) hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the Village with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the

Village, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Village for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 22. Investment of Monies. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Village Council and the Village hereby covenant to the purchasers and the holders of the Bonds from time to time that the Village will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 23. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Village and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly so provided.

Section 24. Severability. If any section, paragraph, clause or provision shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 26. Amendment. This Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Ordinance for the protection or benefit of the Owners, to subject to this Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Ordinance may be amended or supplemented by ordinance adopted by the Council in accordance with the laws of the State, without receipt by the Village of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or
- C. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or
- D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Ordinance; or
- E. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Ordinance may be amended by resolution of the Village Council to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 27. Payment Due on Other than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 28. Reimbursement. The Village presently intends and reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed \$1,500,000 of the proceeds thereof to reimburse the Village for its prior expenditures in connection with the Project.

Section 29. Financial Information. The Village will provide Purchaser with financial statements within 270 days after the conclusion of each Fiscal Year as long as the Bonds are outstanding.

Section 30. Publication of Ordinance. The following notice shall be published one time in the *Ruidoso News*, being a legal newspaper published and of general circulation in the Village, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)  
 VILLAGE OF RUIDOSO, NEW MEXICO  
 NOTICE OF ADOPTION OF ORDINANCE NO. 2024\_\_\_\_\_

Notice is given of the adoption by the Village Council of the Village of Ruidoso, New Mexico of its Ordinance No. 2024-\_\_\_\_\_ on December 10, 2024, relating to Village of Ruidoso, New Mexico General Obligation Bonds, Series 2024. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2024, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE TO ENLARGE, IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION COMPONENTS OF THE VILLAGE'S WATER SYSTEM; PROVIDING THAT THE SERIES 2024 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2024 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT AND THE SALE CERTIFICATE OR SALE RESOLUTION; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

The title sets forth a general summary of the subject matter contained in the ordinance. Complete copies of the ordinance are on file in the Office of the Village Clerk and are available for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

(End of Form of Notice of Adoption)

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

VILLAGE OF RUIDOSO, NEW MEXICO

---

Lynn Crawford, Mayor

(SEAL)

Attest:

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Jini S. Turri, MMC, Village Clerk

Councilor \_\_\_\_\_ then moved that the ordinance as filed with the Village Clerk at this meeting be passed and adopted. Councilor \_\_\_\_\_ seconded the motion.

The question being upon the passage and adoption of the ordinance, the motion was voted upon with the following result:

Those Voting Yea:

Those Voting Nay:

Those Absent:

The Mayor thereupon declared that a majority of all the members of that Council having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted.

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

VILLAGE OF RUIDOSO, NEW MEXICO

---

Lynn Crawford, Mayor

(SEAL)

Attest:

---

Jini S. Turri, MMC, Village Clerk



# AGENDA MEMORANDUM

## Village of Ruidoso

Mayoral Reports and Presentations - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Presentation of New Employees and Promotions

---

**Item Summary:**

Presentation of New Employees and Promotions

**Financial Impact:**

None

**Item Discussion:**

New Employees:

Kyle Hawk – Water Production – Maint Tech – DOH 10-21-24

Darius Aragon – Fire – Firefighter – DOH 10-25-24

Louis Chavez – RWWTP – Maint Tech – DOH 10/27/24

Promotions:

Cade Hall – Fire Department - Fire Chief - Effective 11/3/2024

Steven Minner – Police Department - Police Chief– Effective 11/12/2024

**Recommendations:**

None

# AGENDA MEMORANDUM

## Village of Ruidoso

Mayoral Reports and Presentations - 2.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Presentation of Retirement Plaque to Lawrence Chavez for his Service to the Village of Ruidoso as a Police Officer and Police Chief from October 2007 through November 2024.

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### **Item Summary:**

Presentation of Retirement Plaque to Lawrence Chavez for his Service to the Village of Ruidoso as a Police Officer and Police Chief from October 2007 through November 2024.

### **Financial Impact:**

None

### **Item Discussion:**

Presentation of Retirement Plaque to Lawrence Chavez for his Service to the Village of Ruidoso as a Police Officer and Police Chief from October 2007 through November 2024.

### **Recommendations:**

None

# AGENDA MEMORANDUM

## Village of Ruidoso

Mayoral Reports and Presentations - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Lynn Crawford, Mayor

**Meeting Date:** November 12, 2024

**Re:** PROCLAMATION: November 2024 as "Lung Cancer Awareness Month"

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**Item Summary:**

PROCLAMATION: November 2024 as "Lung Cancer Awareness Month"

**Financial Impact:**

None

**Item Discussion:**

PROCLAMATION: November 2024 as "Lung Cancer Awareness Month"

**Recommendations:**

None

**ATTACHMENTS:**

Description

Proclamation - Fair Housing Month

# PROCLAMATION



**WHEREAS**, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS**, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**WHEREAS**, The Village of Ruidoso is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS**, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

**WHEREAS**, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

**WHEREAS**, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

**NOW, THEREFORE, BE IT RESOVED** that I, Lynn D. Crawford, Mayor of the Village of Ruidoso, do hereby Proclaim the month of April 2024 as:

## "FAIR HOUSING MONTH"

In the Village of Ruidoso as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the Village of Ruidoso.

**PROCLAIMED** this 9<sup>th</sup> Day of April 2024 in Ruidoso, New Mexico



  
Lynn D. Crawford, Mayor

# AGENDA MEMORANDUM

## Village of Ruidoso

Village Manager Report - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Village Manager's Report

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**Item Summary:**

Village Manager's Report

**Financial Impact:**

None

**Item Discussion:**

Village Manager's Report

**Recommendations:**

None

**ATTACHMENTS:**

Description

Manager's Report

Living in Nature's  
Playground

## VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: November 12, 2024

RE: Village Manager's Report

### **ADMINISTRATION**

**Congratulations to VOR Emergency Manager Eric Queller who was honored at the 2024 New Mexico Emergency Management Conference and Expo as the Emergency Manager of the Year!**



**Congratulations to VOR Water Resource Manager Ashlie Carabajal who was honored by the New Mexico Floodplain Manager's Association as the Floodplain Manager of the Year!**



**New Mexico Infrastructure Finance Conference** – 27th Annual NMIFC: “Building Resilient Communities through Infrastructure” was held at the Isleta Casino on October 28-30. The two-day conference offered opportunities for learning and workshops on Community and Economic Development, Affordable Housing, Utilities, Transportation, and overall infrastructure financing. The conference also provided several work sessions that included: Inflation Reduction Act Direct Pay Workshop: How to get cash back on clean energy projects, Community Development: LEDA LOGRT - Funny Name but Serious Impact on Jobs & Infrastructure, & Transportation: Off the Beaten Path: Discovering Alternative Transportation and Recreational Trails.

**2024 BEST PRACTICES AWARDS – 2024 NMIFC  
PLANNING: VILLAGE OF RUIDOSO -**

This project is being nominated because of the organized and sophisticated approach to utility planning and coordination of service delivery and funding needed enterprise assets. The coordinated planning and analysis gave the Village the information it needed to develop an implementation

program for capital investments across all enterprise operations and to set reasonable rates now and in the future to cover these costs. In 2021 the Village of Ruidoso embarked on a project to perform a comprehensive analysis of their enterprise utility divisions (Solid Waste, Water, Sewer Collections, and Wastewater Treatment) to develop coordinated master plans for each of the divisions and perform a rate analysis of these services. The master plans were based on a common vision for Ruidoso's future growth and development, considering both year-round and seasonal population.

The Village selected a team of multiple engineering firms to work collaboratively under the direction of a master planning oversight engineering firm who had subcontracted planning and finance firms to provide the coordinated growth planning and rate study work. The result is a coordinated approach to managing these utility Master Plans and a new rate schedule that better reflects the cost of providing excellent service. **Great job to all the staff that had a part with this project.**

**Halloween in Ruidoso** was a great success again this year. The Parks & Recreation Department, Ruidoso Valley Chamber of Commerce, and Ruidoso Mid-Town Association were again a big hit with their **Midtown Trick or Treat Event**, which was visited by lots of children and their parents. This year's event included a costume contest, pumpkin carving, pumpkin roll, and a coffin race. Great job to all for the hard work and effort in setting up and executing this spectacular event.

### **2024 Midtown Pumpkin Roll, Coffin Race, and Trunk or Treat.**



### **2024 ICIP Projects & 2025 Legislative Session Priorities**

The Village of Ruidoso has compiled a list of the top 10 capital projects adopted in the Infrastructure Capital Improvements Plan (ICIP), which includes the Top 5 priority projects submitted for capital



outlay dollars during the upcoming legislative session. The State of New Mexico Property Control Act defines a capital outlay project as the acquisition, improvement, alteration, or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture, and equipment. Capital outlay funding cannot be used for operating expenses; salaries; materials and supplies; events; brochures, pamphlets, and publications; or retroactive reimbursements of previous purchases.

The Top 10 Projects Include: 1. Workforce Housing 2. Bridge Replacement Projects 3. Street and Drainage Improvements 4. Sewer Line Rehabilitation 5. Sewer Line Extensions 6. Water and Sewer Line Extensions to Include Streets and Drainage 7. Upper Canyon Surface Diversion Renovation 8. Removal of Trees and Water Shed Improvements 9. Damage Improvements/Flood Hazard Mitigation 10. Rio Ruidoso Restoration/Flood Hazard Mitigation

**NMDOT Grant Award for Village Roadway Improvements Project** – The Village was awarded Transportation Project Funds (TPF) for a Roadway Improvement Project. The project will include 4.9 miles of pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on White Mountain Dr., Porr Dr., Jack Little Dr., LL Davis Dr., Leon Farrar Dr. & Wingfield Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay through the use of a heater scarify process. The Village will be procuring with Cutler Repaving, Inc, through the State-Wide Price Agreement to conduct the Roadway Improvements Project. The State-Wide Price Agreement with Culter Repaving will be presented to Council for approval, at the November 12<sup>th</sup> Regular Council meeting.

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

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

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

**New Mexico Mortgage Finance Authority Housing Trust Fund Grant (NMHTF)** - The Village of Ruidoso was awarded a grant by the New Mexico Mortgage Finance Authority (MFA) on Housing Innovation Funds in an amount of \$1,000,000.00. Funding will support infrastructure costs related to 603 Mechem. The grant award is funded through the Housing Innovation Program made through the

New Mexico Housing Trust Fund (NMHTF) Long-term rentals to be used for Ruidoso's workforce housing initiative serving households at or below 285% Area Median Income (AMI).

**603 Mechem Property Site Plan- and Housing Development Project** - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units. White Sands Construction is working on the site work preparation which includes construction of new roadways, grading of each site location, and placing of retaining walls. Upon completion of each modular home site, HomeSpot Construction will begin laying and finishing concrete foundations for the placement of homes when delivered. Currently 5 homes are located on site. WSCI has been coordinating with PNM, Zia Gas, and Windstream and with the delivery and installation of the retaining blocks for the remaining sites.

**Horton Complex Renovation Project** – White Sands Construction currently working on Phase II.

**Horton Complex – EAST WING:**

- \*Framing complete last week
- \*Electrical rough inn will be complete this week and call in for inspection
- \*HVAC rough in ongoing

**SITE WORK:**

- \* Sub grade and base course ongoing in rear parking lot
- \*Concrete curb and gutter complete in rear parking lot
- \*Hoping to get a weather window and pave next week

**WEST MEETING ROOM:**

- \*Demo ongoing

Also working on RMS Admin Parking lot and hope to pave same time as rear of Horton.

The Forestry Department have moved all operations to the Horton Complex building and Municipal Court staff are scheduling their relocation to the new court facility location within the next two weeks.

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

**Fats, Oils, and Grease (FOG)**- Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the

overflows create potential for property damage and can lead to significant environmental, health and safety risks.

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

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

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

With your continued assistance, we can prevent unnecessary service disruptions for residents and businesses.

### **WINGFIELD HERITAGE HOUSE MUSEUM**

- Museum grand opening Ribbon Cutting was on October 17. Several hundred people attended the event, along with many members of the Wingfield-related families. Food was provided, along with entertainment by Phil Hamilton.
- The museum is now open Wednesday to Saturday, 10am-5pm.
- We hired a Museum Assistant to greet visitors through funding from the Chamber of Commerce. Jamie Baker started on October 9 and is working during the museum's opening hours.
- White Sands construction is working on some repairs to the stucco on the front porch and investigating a water leak.
- Stephanie has shifted to a Tues-Saturday schedule.
- 33 episodes of Ruidoso Rewind have aired on KRUI.
- We have 522 catalog records in the PastPerfect database.



**AIRPORT**

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

2023 / 2024 Operations

259 /970 Up 275%

2023 / 2024 Jet A Fuel  
11,261 / 21,851 Up 94%

2023 / 2024 100LL Fuel  
2118 / 3,721 Up 76%

- ➔ There were 8 medical transports.
- ➔ There were 18 Military Operations.
- ➔ 10/1 Airport Manager attended Council Workshop Meeting.
- ➔ 10/2 York Industries conducted annual AWOS (Automated Weather Observation System) Inspection and Maintenance.
- ➔ 10/8 Airport Manager attended the Council Meeting.
- ➔ 10/10 Airport Manager attended Capitol Projects Meeting.
- ➔ 10/10 Airport Manager attended Directors Meeting.
- ➔ 10/10 Daniel Bastardo and Cade Hall conducted quarterly fuel inspection.
- ➔ 10/16 Airport Manager and Daniel Bastardo attended NOTAM (Notice to Air Missions) training via ZOOM.
- ➔ 10/17 Airport Manager attended EOC Weather Coordination Briefing.
- ➔ 10/22 NMED, Innovative Fueling Solutions, Armstrong Consulting, and Airport Staff conducted a Fuel Farm inspection.
- ➔ 10/23 – 10/24 Daniel Bastardo attended an ASOS (Airport Safety & Operations Specialist) course in Albuquerque.
- ➔ 10/23 – 10/25 Sandia Lightwave completed installation of the new Airport Access Control system.
- ➔ 10/25 Airport Manager started issuing and activating Airport Access Cards to Airport Staff and Airport Tenants.
- ➔ 10/26 American Road Maintenance returned to complete Taxiway A and Ramp Rehabilitation Project.
- ➔ 10/29 The new Ford F150 was delivered to the airport from Chalmers Ford.

Daily Fuel Volume Sold					
Receipt Date: 01-Oct-24 to 31-Oct-24					
Merchant Number: 7836					
Receipt Date	Avgas 100	Jet A Fuel	Avg W/S	Max W/S	Operation Day
1-Oct-24	89.9	544	10.4	24	28 Tu
2-Oct-24	128.4	1210	7.5	16	25 We
3-Oct-24	220.5	1132	8.9	17	53 TH
4-Oct-24	60.5	858	7.1	13	64 Fr
5-Oct-24	70.3	280	6.7	13	62 Sa
6-Oct-24	127.4	2159	5.3	16	80 Su
7-Oct-24	129.8	631	5.3	9	75 Mo
8-Oct-24	45	255	6.4	16	66 Tu
9-Oct-24	302.3	752	6.7	15	81 We
10-Oct-24	211.8	285	4.4	10	52 Th
11-Oct-24	84.4	310	5	10	34 Fr
12-Oct-24	164.8	443	5.8	13	27 Sa
13-Oct-24	347.6	718	5.8	12	39 Su
14-Oct-24	228	507	5.6	8	35 Mo
15-Oct-24	143.9	501	7.6	20	19 Tu
16-Oct-24	166	170	7.6	15	12 We
17-Oct-24	35.9	1343	13	22	27 Th
18-Oct-24	105.1	1548	16.9	25	22 Fr
19-Oct-24	0	468	13.5	40	8 Sa
20-Oct-24	0	1739	11.2	16	18 Su
21-Oct-24	336.4	687	7.7	17	20 Mo
22-Oct-24	8.1	0	4.7	12	12 Tu
23-Oct-24	76.7	1037	3.2	9	11 We
24-Oct-24	119.3	560	5.6	13	14 Th
25-Oct-24	102.7	362	10.6	22	19 Fr
26-Oct-24	56	0	7.1	15	7 Sa
27-Oct-24	185.4	306	6	16	11 Su
28-Oct-24	174.5	1549	16.1	28	25 Mo
29-Oct-24	0	233	24.6	41	6 Tu
30-Oct-24	0	829	9.1	17	4 We
31-Oct-24	0	435	6.3	14	14 Th
	3720.7	21851			970

	2024 Fuel			
Month	Jet A		100LL	Cumulative
January	3275		1203	4478
February	5591		1189	6780
March	9528		998	10,526
April	8254		1651	9905
May	21037		2052	23089
June	13491		1764	15255
July	15265		3113	18378
August	20,845		2578	23,423
September	21,248		4498	25,746
October	21,851		3,721	25,572
November				
December				
Total	140385		22767	163152

## **CLERK**

- Staff coordinated with various Village of Ruidoso Departments and processed eight (8) requests for public information during October 2024. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).
- The Clerk and Deputy Clerk attended the Clerk's Institute and Academy.

## **COMMUNITY DEVELOPMENT**

### **Planning Commission:**

A regular meeting was held on October 1, 2024. The following items were heard:

**Variance-PV 2024-251-** John Affuso is requesting approval of a variance to encroach 16-feet into the 20-foot front yard setback, 3.06 feet into the 10-foot north side-yard setback, and 2.87 feet into the 10-foot south side-yard setback to place a manufactured home located at 112 Ranier Rd., Lot 4, Block 4 of the Forest Heights Subdivision. **APPROVED WITH MODIFICATIONS**

**Conditional Use-CU 2024-260-**Lakyeemo Granger is requesting approval of a Conditional Use for Cannabis Manufacturing Class I within the C-2 Community Commercial District located at 356 A Sudderth Dr., Lot 29, Block 9 of the Palmer Gateway Subdivision. **APPROVED**

**Ordinance 2024-XX, an ordinance modifying Chapter 54-Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, and 54-329 Compliance with Article and Other regulations.**

\*Recommendation of approval or denial to Village Council for adoption **RECOMMENDATION OF APPROVAL**

The next regular meeting is on November 5, 2024.

### **Workforce Housing Advisory Board**

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

### **Re-Addressing Update:**

A team meeting was held on October 9<sup>th</sup> and 23<sup>rd</sup> to discuss current action items and the next steps. Stephanie will continue to review the data within the grids, and we will work closely with Streets, Water, and Solid Waste to identify anomalies in the field that may not be located within the GIS data. A list of street names will be provided as well. Once received, names will be reviewed to see what may be compatible with the areas requiring renaming efforts. The Address Committee will meet and review the proposal of 3 names. We will work with the PIO to generate an online survey to expedite the response process from the property owners within the identified areas.

Short Term Rentals

October 2024

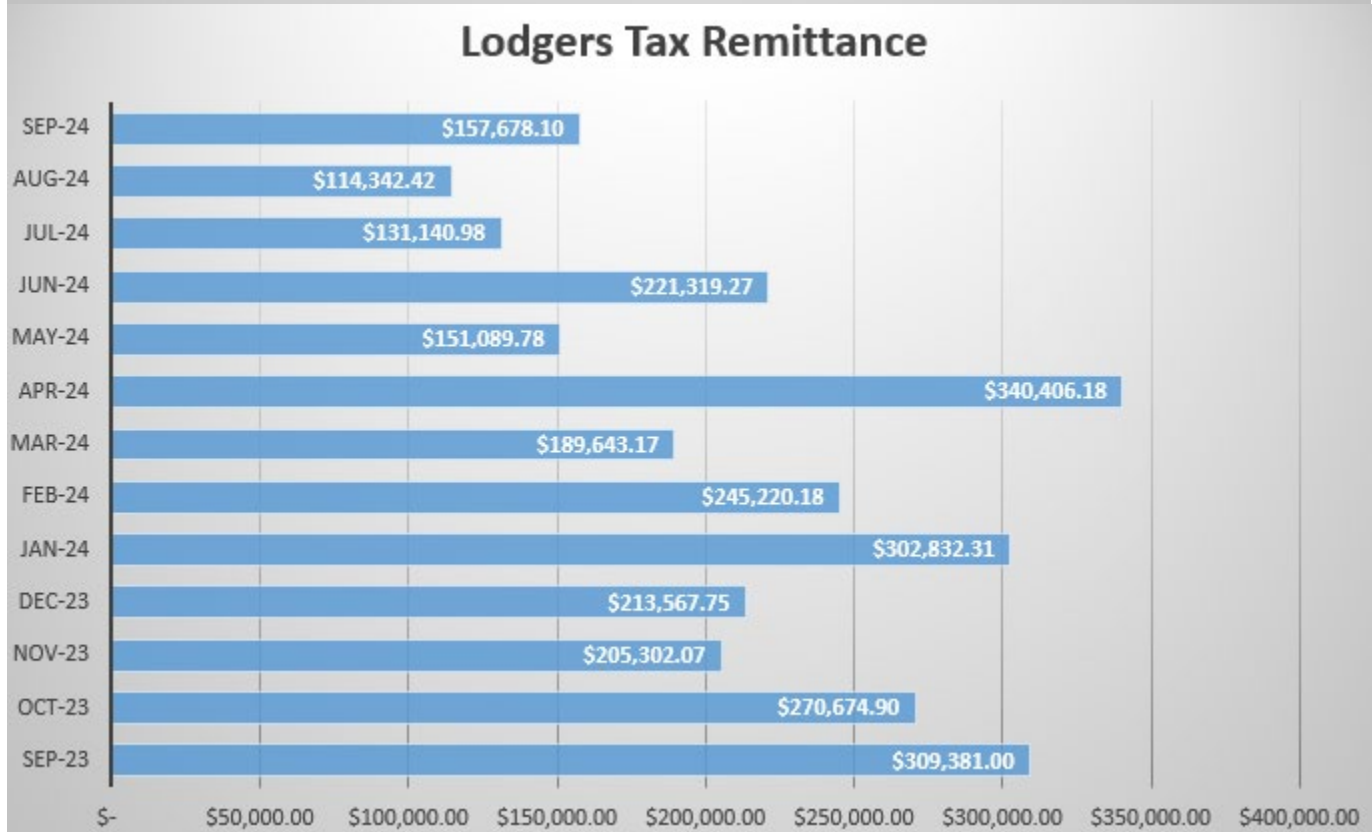
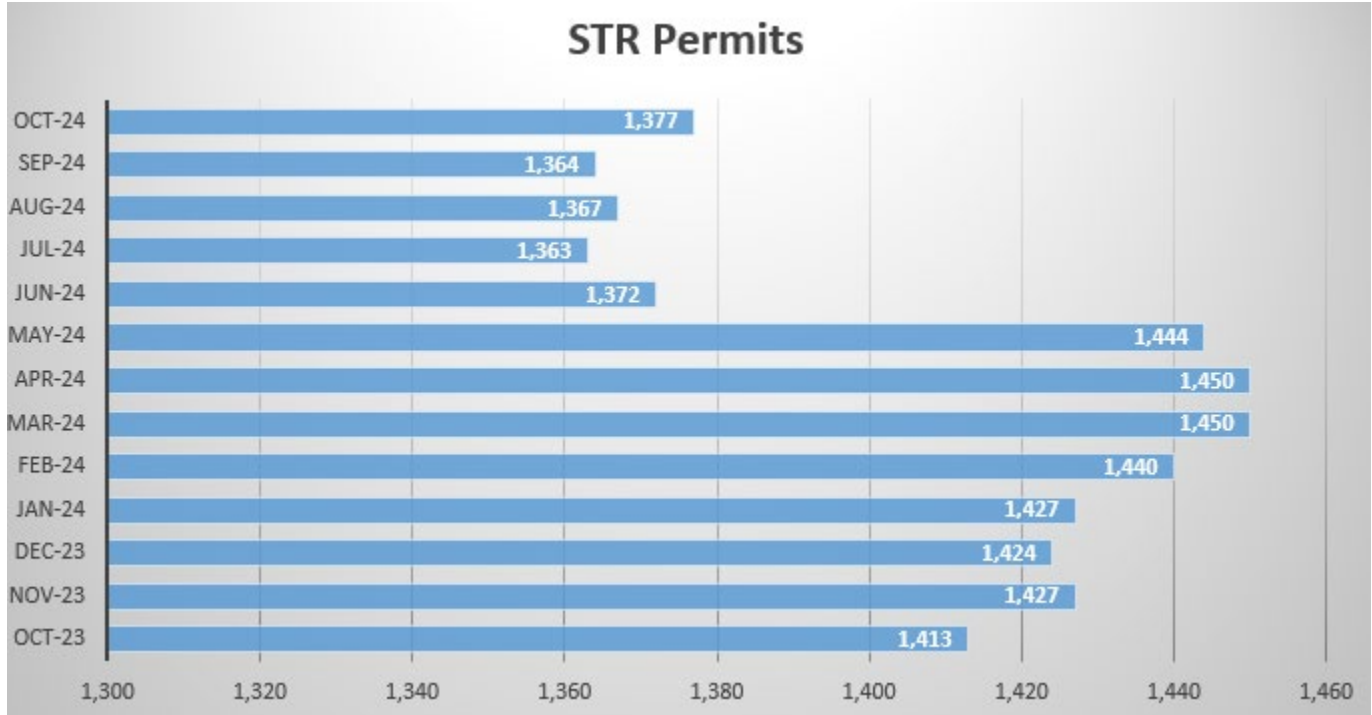
### **Month Stats**

- ❖ 1,377 Active STR Properties
- ❖ 2,906 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)

- ❖ STR Permit Fees \$ 500 – Total
- ❖ STR Permit Renewal Fees \$ 2,900 – Total
- ❖ Compliance Inspections \$ \$ 1,120 – Total
- ❖ STR Business Registration Fees \$ 1,050 – Total
- ❖ Neighbor Notifications Fees \$ 1,050 – Total

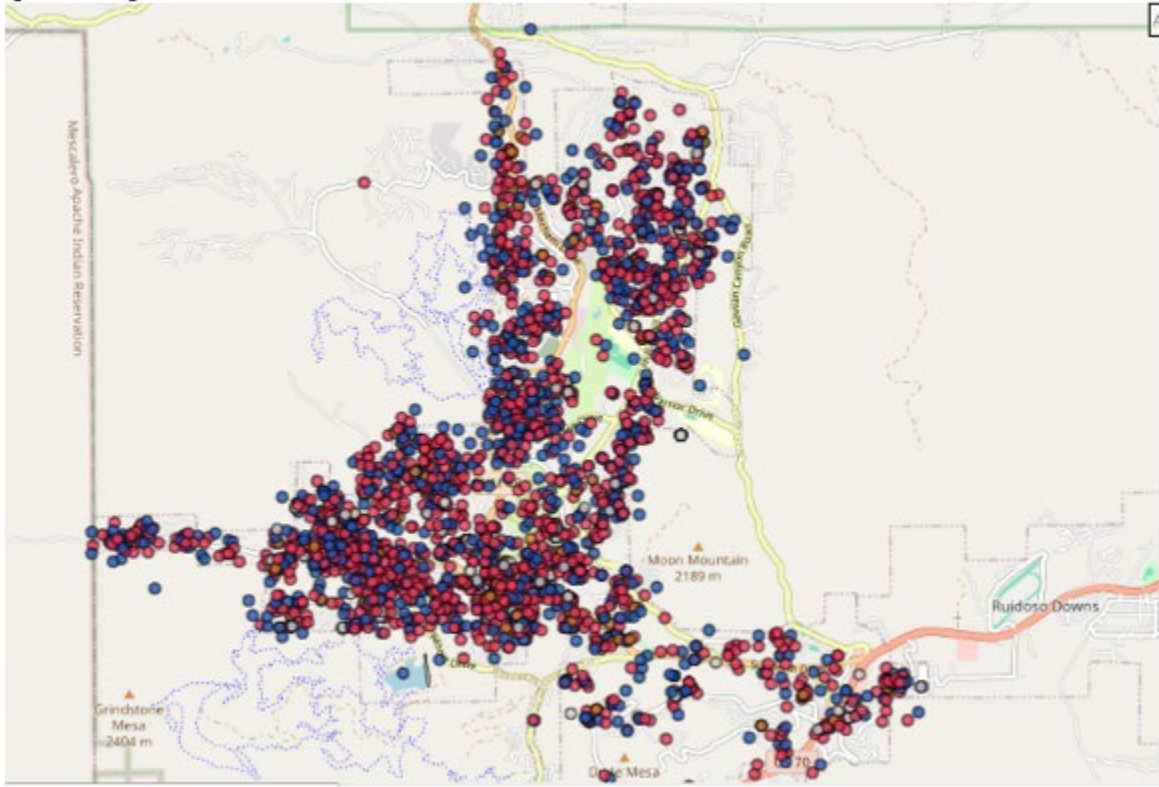
**Lodgers Tax**

- ❖ \$ 156,533.65

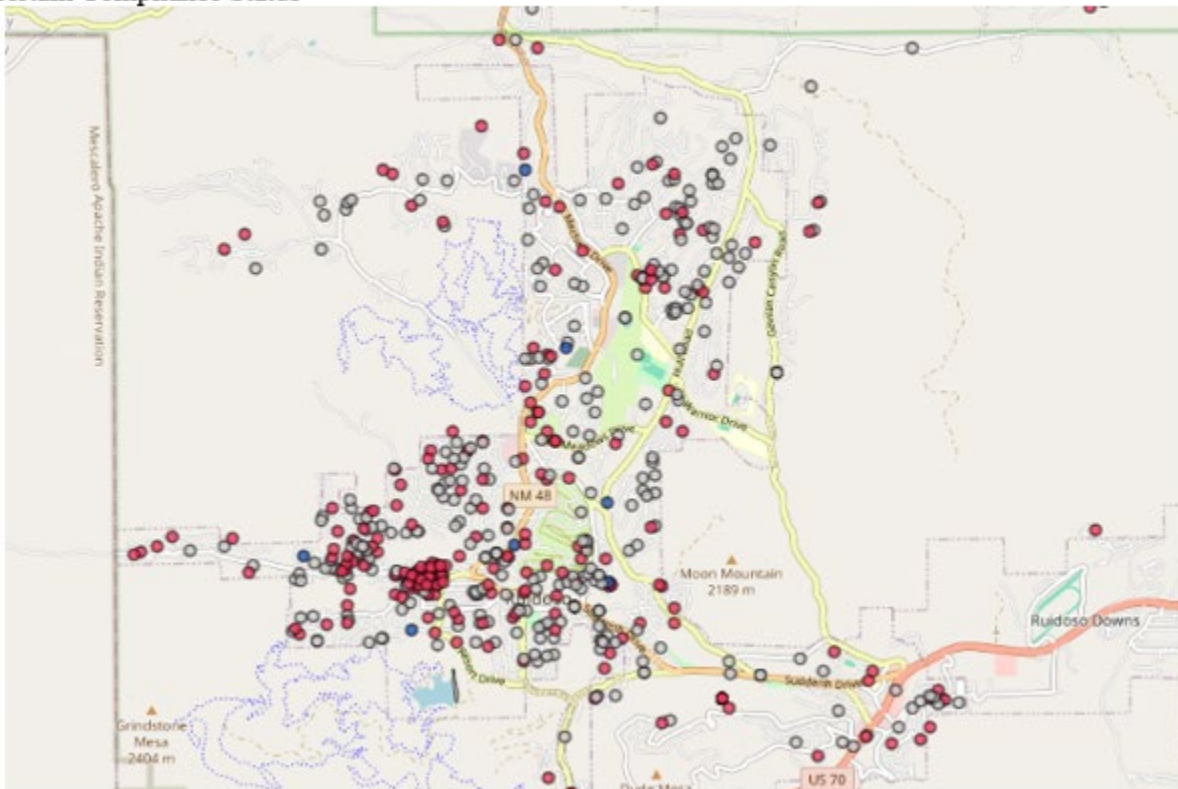




### Compliant Properties



### Uncertain Compliance Status



### Advertised Rental Size

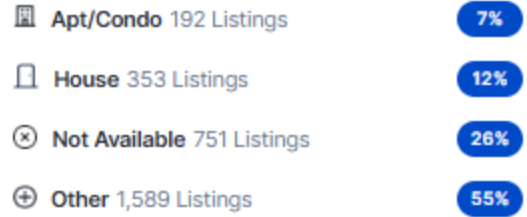


ADR (Avg. Daily Rate)

**\$226.44**

▲ 1.1% in last 30 days

### Advertised Property Type



### Building Inspections and Permit Tallies

INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
GDM/JK	20240232	1	10/1/2024	920	927	112 SINGING PINES	1	1	1	1	1	1	1	1	1	1	ROOF
GDM/JK	20240109	1	10/1/2024	930	935	138 SINGING PINES	1	1	1	1	1	1	1	1	1	1	ROOF
GDM/JK	20240284	1	10/1/2024	940	950	123 PORR	1	1	1	1	1	1	1	1	1	1	FTG (PARTIAL PASS)
GDM/JK	20230654	1	10/1/2024	1112	1120	615 WINGFIELD	1	1	1	1	1	1	1	1	1	1	FIREPLACE
GDM/JK	20240978	1	10/1/2024	1048	1052	606 WHITE MOUNTAIN MEADOWS	1	1	1	1	1	1	1	1	1	1	FIRE PLACE
GDM/JK	20240055	1	10/1/2024	1005	1025	214 EXCALIBUR	1	1	1	1	1	1	1	1	1	1	CMU
GDM/JK	20240456	1	10/1/2024	1247	1300	320 LA LUZ	1	1	1	1	1	1	1	1	1	1	FRAME REINSPECTION
GDM/JK	20240636	1	10/1/2024	1404	1410	1214 MECHEM	1	1	1	1	1	1	1	1	1	1	TEMP POWER
GDM/JK	20240497	1	10/1/2024	1311	1320	2063N TOBBOGAN	1	1	1	1	1	1	1	1	1	1	FRAME (PARTIAL PASS)
MC	20230725P	1	10/1/2024	1315	1340	150 WALTER HAGEN	1	1	1	1	1	1	1	1	1	1	GAS SERVICE
MC	20240281	1	10/1/2024	1345	1415	1002 HIGH MESA	1	1	1	1	1	1	1	1	1	1	S-PAN
MC		1	10/1/2024	1600	1615	245 JUNCTION	1	1	1	1	1	1	1	1	1	1	STR
MC		1	10/1/2024	1100	1115	604 WHITE MOUNTAIN DR #303	1	1	1	1	1	1	1	1	1	1	STR
MC		1	10/1/2024	1130	1150	104 LEACH	1	1	1	1	1	1	1	1	1	1	STR
GDM/JK	20230457	1	10/2/2024	1100	1116	301COUNTRY CLUB	1	1	1	1	1	1	1	1	1	1	PIERS & SLAB (COVERED W-OUT INSPECTION)
GDM/JK	20240335	1	10/2/2024	1124	1130	106 HEATH	1	1	1	1	1	1	1	1	1	1	DECK FINAL
GDM/JK	20230978	1	10/2/2024	1140	1147	606 WHITE MOUNTAIN MEADOWS	1	1	1	1	1	1	1	1	1	1	INSULATION (PARTIAL PASS)
GDM/JK	20240456	1	10/2/2024	1155	1200	320 LA LUZ	1	1	1	1	1	1	1	1	1	1	B FINAL
GDM/JK	20230545E	1	10/2/2024	1209	1215	106 CHIRACAHUA	1	1	1	1	1	1	1	1	1	1	TEMP TO PERM
GDM/JK	20240336	1	10/2/2024	1355	1400	252 SPENCER	1	1	1	1	1	1	1	1	1	1	SLAB & FTG
GDM/JK	20240273	1	10/2/2024	1254	1300	315 HIGH MESA	1	1	1	1	1	1	1	1	1	1	S-PAN
GDM/JK	20240281	1	10/2/2024	1306	1310	1002 HIGH MESA	1	1	1	1	1	1	1	1	1	1	INSULATION (PARTIAL PASS)
GDM/JK	20240503	1	10/2/2024	1316	1320	200 WOODWIND	1	1	1	1	1	1	1	1	1	1	SERVICE
GDM/JK	20240424	1	10/2/2024	1326	1333	269 LINCOLN HILLS	1	1	1	1	1	1	1	1	1	1	TEMP POWER
GDM/JK	20240635	1	10/2/2024	1352	1400	251 SPENCER	1	1	1	1	1	1	1	1	1	1	ENGINEERED FTG
GDM/JK	20230999	1	10/3/2024	950	1004	2715 SUDDERTH	1	1	1	1	1	1	1	1	1	1	FTG (PARTIAL PASS)
GDM/JK	20240603	1	10/3/2024	1009	1020	244 FIRST	1	1	1	1	1	1	1	1	1	1	DECK COVER (NOT READY, NOT RIGHT)
GDM/JK	20230883	1	10/3/2024	1025	1030	124 KING RICHARD	1	1	1	1	1	1	1	1	1	1	INSULATION
GDM/JK	20240667	1	10/3/2024	1039	1044	117 JACK LITTLE	1	1	1	1	1	1	1	1	1	1	PIERS
GDM/JK	20240488	1	10/3/2024	1051	1057	171 PIKES PEAK	1	1	1	1	1	1	1	1	1	1	REBAR
GDM/JK	20240105E	1	10/3/2024	1111	1117	134 WATER SPIRIT	1	1	1	1	1	1	1	1	1	1	SERVICE
GDM/JK	20240649	1	10/3/2024	1127	1130	232 SPENCER	1	1	1	1	1	1	1	1	1	1	TEMP
GDM/JK	20240218	1	10/4/2024	1038	1045	451 SUDDERTH	1	1	1	1	1	1	1	1	1	1	SHEATHING
GDM/JK	20240603	1	10/4/2024	1051	1055	244 FIRST	1	1	1	1	1	1	1	1	1	1	B FINAL REINSPECTION
GDM/JK	20230885	1	10/4/2024	1059	1102	124 KING RICHARD	1	1	1	1	1	1	1	1	1	1	E SERVICE
GDM/JK	20230945	1	10/4/2024	1110	1115	204 FOREST	1	1	1	1	1	1	1	1	1	1	S-PAN
GDM/JK	20230753	1	10/4/2024	1023	1030	102 LEACH	1	1	1	1	1	1	1	1	1	1	B FINAL



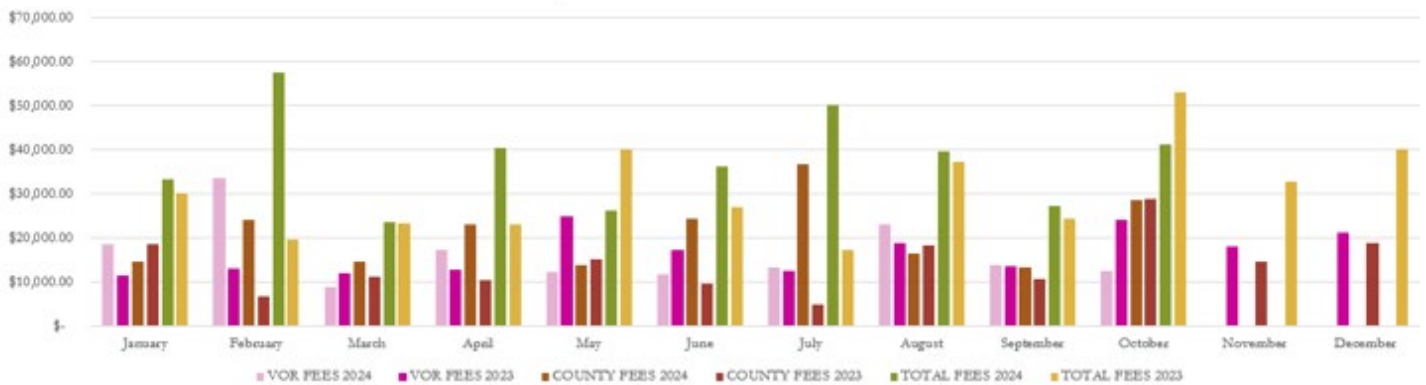
GDM JK	20230447	1	10/15/2024		1324	103 DEODAR				3									1	B-FINAL FRAME, DECK FINAL
GDM JK	20240684	1	10/15/2024		1532	139 DEER VALLEY				1									1	RE-ROOF
GDM JK	20240545	1	10/15/2024		1430	129 PINE CONE				1									1	DECK FINAL
GDM JK	20240255	1	10/15/2024		1432	114 DEER PARK				1									1	SLAB
GDM JK	20230992E	1	10/15/2024	1435		102 MULLIGAN				1									1	E-FINAL
GDM JK	20230992	1	10/15/2024		1450	102 MULLIGAN				1									1	B-FINAL
GDM JK	20240384P	1	10/15/2024		1504	259 LINCOLN HILLS				1								1	P-TOP OUT	
GDM JK	20240500	1	10/15/2024		1520	155 WALTER HAGEN				1									1	CMU
GDM JK	20240540	1	10/15/2024	1530		268 SANTIAGO				1									1	FRAME
GDM JK	20230540P	1	10/15/2024			268 SANTIAGO				1									1	P-ROUGH
GDM JK	20230540M	1	10/15/2024			268 SANTIAGO				1									1	M-ROUGH
GDM JK	20230540E	1	10/15/2024		1602	268 SANTIAGO				1									1	E-ROUGH
GDM JK	20240336	1	10/15/2024		1546	232 SPENCER				1									1	SLAB
GDM JK	20230928	1	1/16/2024			136 N EAGLE				1									1	E-FINAL
GDM JK	20240619	1	10/16/2024	1035	1045	302 FOREST				1									1	FRAME
GDM JK	20220769	1	10/16/2024	1135	1150	229 SUNDANCE				1									1	CMU
GDM JK	20230879	1	10/16/2024	1100	1130	240 TIMBERLINE				1									1	FRAME REINSPECTION
GDM JK	20230992	1	10/16/2024	800		102 MULLIGAN				1									1	E-FINAL REINSPECTION
GDM JK	20230992	1	10/16/2024		815	102 MULLIGAN				1									1	B-FINAL REINSPECTION
GDM JK	20240388	1	10/16/2024	1148	1215	110 SAN FELIPE				1									1	CMU (PARTIAL PASS)
GDM JK	20240446	1	10/16/2024	1225	1230	136 LUPINE LOOP				1									1	DECK FTG
GDM JK	20240218	1	10/17/2024		930	451 SUDDERTH				1									1	WEATHING
GDM JK	20230879	1	10/17/2024		945	240 TIMBERLINE				1									1	FRAME REINSPECTION
GDM JK	20240614	1	10/18/2024	1029	1034	103 UMBRELLA				1									1	PHOTO VOLTAIC FINAL
GDM JK	20240707	1	10/18/2024	1303	1309	111 EDENBURG				1								2	1	GAS-FINAL & M-FINAL
GDM JK	20230756	1	10/18/2024	1125	1130	200 W RIVERSIDE				1									1	INSULATION
GDM JK	20240935E	1	10/18/2024	1134	1140	202 W RIVERSIDE DR				1									1	FRAME
GDM JK	20240619	1	10/18/2024	1113	1117	302 FOREST				1									1	FRAME
GDM JK	20240218	1	10/18/2024	1152	1156	451 SUDDERTH				1									1	WEATHING (W CORRECTIONS)
GDM JK	20240624	1	10/18/2024	1201	1218	412 US HWY 70				1									1	INSPECTION
GDM JK	20240557	1	10/18/2024	1319	1323	125 PARADISE CANYON DR				1									1	SERVICE
GDM JK	20230928	1	10/18/2024	1350	1356	136 N EAGLE				1									1	E-FINAL
GDM JK	20240995E	1	10/18/2024	1055	1100	204 FOREST				1									1	E-FINAL
GDM JK	20240657	1	10/18/2024	1445	1448	1108 HULL RD				1									1	FTG
GDM JK	20240705	1	10/18/2024	1400	1406	405 CEDAR				1									1	SERVICE
GDM JK	20240660	1	10/18/2024	1427	1432	103 PLUMAS				1									1	SERVICE
GDM JK	20240550	1	10/18/2024	1450	1455	115 TOPSIDE				1									1	FTG

INSPECTOR	PERMIT #	C	R	DATE	START	END	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
GDM JK	20240618			10/18/2024	1509	1514	140 CROOKED STICK								1	1	DECK FINAL (PASS W CORRECTIONS)
GDM JK	20240703			10/18/2024	1530	1535	109 GOLDEN ROD								1	1	GENERATOR SERVICE
GDM JK	20230528E			10/18/2024	1548	1555	126 BLAZING STAR								1	1	E-FINAL (PASS W CORRECTIONS)
GDM JK	20240253			10/18/2024	1604	1608	108 CHAMISA								1	1	WEATHING (COVERED W OUT INSPECTION)
GDM JK	20240701			10/18/2024	1613	1616	204 LEE TREVINO								1	1	TEMP POWER
GDM JK	20230851			10/18/2024	1642	1656	1242 LITTLE BIG HORN			2						1	FRAME & LATH
GDM JK	20240702			10/18/2024	1500	1504	1288 LITTLE BIG HORN								1	1	SERVICE
GDM JK	20240497			10/18/2024	1412	1418	203 TOBOGGAN			1	1				2	1	P-ROUGH & M-ROUGH
GDM JK	20240713	1		10/22/2024	1048	1052	109 FIR								1	1	SERVICE
GDM JK	20240675	1		10/22/2024	1058	1102	144 BLUE SPRUCE								1	1	SERVICE (MRD)
GDM JK	20240619	1		10/22/2024	1112	1118	302 FOREST								1	1	FRAME
GDM JK	20240116	1		10/22/2024	1135	1140	102 TIMBERLINE								1	1	INSULATION
GDM JK	20240594	1		10/22/2024	1150	1353	204 CATRON								1	1	FIRE DEMO
GDM JK	20240709	1		10/22/2024	1300	1305	616 CARROZO CANYON								1	1	SERVICE
GDM JK	20240719	1		10/22/2024	1314	1323	26112 US HWY 70								1	1	PRE RE ROOF (NOT READY)
GDM JK	20240529	1		10/22/2024	1328	1333	26129 US HWY 70								1	1	FRAME
GDM JK	20220634	1		10/22/2024	1351	1407	614 EXCALIBUR								1	1	INSULATION (PARTIAL)
GDM JK	20240640	1		10/22/2024	1435	1439	210 COAL CT								1	1	ROOF FINAL(NEED FLASHING)
GDM JK	20240560	1		10/22/2024	1444	1447	125 GAVILAN CANYON RD								1	1	FRAME
GDM JK	20240545	1		10/22/2024	1453	1500	129 PINE CONE								1	1	DECK FINAL
GDM JK	20240688P	1		10/22/2024	1527	1550	306 CREE MEADOWS			1	1				1	1	PLUMBING (PASS W CORRECTIONS)
GDM JK	20240729	1		10/23/2024	1224	1230	2515 SUDDERTH DR								1	1	TEMP POWER
GDM JK	20240460	1		10/23/2024	1309	1315	168 WALTER HAGEN								1	1	SLAB
GDM JK	20240439	1		10/23/2024	1320	1322	140 BUTCH BAIRD								1	1	FTG (NOT READY)
GDM JK	20240027	1		10/23/2024	1324	1328	118 BEN HOGAN								1	1	SPAN (3)
GDM JK	20240424	1		10/23/2024	1332	1336	269 LINCOLN HILLS								1	1	E-ROUGH (PARTIAL PORCHES)
GDM JK	20230994	1		10/23/2024	1351	1402	101 CORRIDA RJO								1	1	INSULATION
GDM JK	20240628	1		10/23/2024	1430	1437	1214 MECHEM								1	1	CMU
GDM JK	20240720	1		10/23/2024	1442	1450	110 ENNSBROOK #31								1	1	SERVICE
GDM JK	20240732	1		10/24/2024	1533	1540	310 OTERO								1	1	SERVICE (SURGE PROTECTOR MISSING)
GDM JK	20240444	1		10/24/2024	1523	1527	309 MAIN								1	1	SERVICE
GDM JK	20240737	1		10/24/2024	1538	1552	104 AILEEN								1	1	SERVICE (NEED MRD)
GDM JK	20240955	1		10/25/2024	1252	1300	214 EXCALIBUR								1	1	CMU
GDM JK	20240019	1		10/25/2024	1238	1245	409 EXCALIBUR								1	1	FRAME (NO PLANS)
GDM JK	20220634	1		10/25/2024	1226	1230	614 EXCALIBUR								1	1	INSULATION REINSPECTION
GDM JK	20240218	1		10/25/2024	1307	1310	451 SUDDERTH								1	1	WEATHING
GDM JK	20240719	1		10/25/2024	1324	1330	26118 US HWY 70								1	1	DECK ROOF



Number of Permits Issued 2023 vs 2024		
MONTH	2023	2024
January	94	80
February	83	112
March	105	98
April	102	109
May	137	100
June	113	76
July	95	117
August	127	93
September	93	183
October	144	103
November	81	
December	121	
<b>TOTAL</b>	<b>1295</b>	<b>1071</b>

2023/2024 VOR vs COUNTY FEES



VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2023 AND 2024

MONTH	VOR FEES 2024	VOR FEES 2023	COUNTY FEES 2024	COUNTY FEES 2023	TOTAL FEES 2024	TOTAL FEES 2023	TOTAL VALUATIONS 2024	TOTAL VALUATIONS 2023
January	\$ 18,699.69	\$ 11,542.93	\$ 14,735.60	\$ 18,530.97	\$ 33,435.29	\$ 30,073.90	\$ 3,967,568.34	\$ 2,399,262.84
February	\$ 33,567.64	\$ 13,090.93	\$ 24,063.75	\$ 6,620.37	\$ 57,631.39	\$ 19,711.30	\$ 5,264,579.36	\$ 1,971,699.88
March	\$ 8,833.76	\$ 12,068.57	\$ 14,770.01	\$ 11,309.92	\$ 23,603.77	\$ 23,378.49	\$ 1,943,372.36	\$ 1,422,718.89
April	\$ 17,218.40	\$ 12,738.93	\$ 23,181.87	\$ 10,336.65	\$ 40,400.27	\$ 23,075.58	\$ 3,130,889.53	\$ 1,701,221.52
May	\$ 12,253.36	\$ 24,955.67	\$ 13,934.31	\$ 15,113.92	\$ 26,187.67	\$ 40,069.59	\$ 2,318,754.25	\$ 5,196,354.07
June	\$ 11,681.80	\$ 17,198.71	\$ 24,431.62	\$ 9,741.08	\$ 36,113.42	\$ 26,939.79	\$ 11,576,633.96	\$ 1,913,263.89
July	\$ 13,283.81	\$ 12,524.21	\$ 36,853.94	\$ 4,824.40	\$ 50,137.75	\$ 17,348.61	\$ 12,950,037.62	\$ 969,187.05
August	\$ 23,104.57	\$ 18,964.73	\$ 16,532.40	\$ 18,259.63	\$ 39,636.97	\$ 37,224.36	\$ 2,691,420.19	\$ 4,058,135.50
September	\$ 13,925.33	\$ 13,582.58	\$ 13,313.77	\$ 10,770.85	\$ 27,239.10	\$ 24,353.43	\$ 2,487,435.20	\$ 2,476,171.15
October	\$ 12,610.47	\$ 24,115.33	\$ 28,663.47	\$ 28,931.31	\$ 41,273.94	\$ 53,046.64	\$ 5,499,231.51	\$ 6,370,781.68
November		\$ 18,013.09		\$ 14,759.70	\$ -	\$ 32,772.79		\$ 3,761,376.29
December		\$ 21,157.49		\$ 18,907.99	\$ -	\$ 40,065.48		\$ 4,824,885.89
<b>TOTAL PERMITS</b>	<b>\$ 165,178.83</b>	<b>\$ 199,953.17</b>	<b>\$ 210,480.74</b>	<b>\$ 168,106.79</b>	<b>\$ 375,659.57</b>	<b>\$ 368,059.96</b>	<b>\$ 51,829,922.32</b>	<b>\$ 37,065,058.65</b>

## NEW BUSINESS REGISTRATION SEPTEMBER 2024

CASE #	NAME	LOCATION	BUSINESS TYPE
BR2024-284	CHACON BUILDERS, LLC	OUT OF TOWN	GENERAL CONTRACTOR
BR2024-285	NORTH POLE LIGHT CO.	HOME OCCUPATION	CHRISTMAS LIGHT INSTALLATION
BR2024-287	TORINO'S	2913 SUDDERTH DR.	FRIED CHICKEN/BBQ
BR2024-288	DISPENSARY NEAR ME RUIDOSO, LLC	1803 SUDDERTH DR.	CANNABIS DISPENSARY
BR2024-289	GREENCARE LAWN SERVICES, LLC	OUT OF TOWN	LANDSCAPING, YARD CARE
BR2024-290	LEAVER RESIDENTIAL SERVICES	OUT OF TOWN	CLEANING SERVICES, YARD MAINTENANCE
BR2024-291	ATARAXIS LAND MANAGEMENT, LLC	OUT OF TOWN	FARM FENCE INSTALLATION, TREE THINING SERVICES
BR2024-293	ELEVATED MECHANICAL SERVICES	OUT OF TOWN	HVAAC PLUMBING SERVICES
BR2024-294	SAVAGE CUTS	2117 SUDDERTH DR. SUITE 12	BARBER
BR2024-295	GRIFFIN BOYS. LLC	OUT OF TOWN	BUYING & SELLING EQUIPMENT
BR2024-296	SPECIALTY PLUMBING & MECHANICAL	OUT OF TOWN	PLUMBING & MECHANICAL CONTRACTOR
BR2024-298	SIERRA BLANCA LANDSCAPING SERVICES, LLC	OUT OF TOWN	LANDSCAPING, YARD CARE
BR2024-301	A/C EN CALIENTE, LLC	OUT OF TOWN	CONTRACTOR - HVAC
BR2024-302	COLLIERS	OUT OF TOWN	REAL ESTATE AGENCY
BR2024-303	SERENITY360, LLC dba CandiFreeze	2314 SUDDERTH DR.	CANDY STORE
BR2024-304	BRIGHT DAYS ELECTRIC, LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2024-305	MCDADE-WOODCOCK, INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2024-306	COMMUNITY & FAMILY AFFINITY SERVICE INC. dba EQUITY INSURANCE GROUP	1820 SUDDERTH DR.	INSURANCE
BR2024-309	JENNIFER HOMES LLC dba TRUSTMARK ROOFING & WINDOW	OUT OF TOWN	CONTRACTOR
BR2024-310	FOX & RABBIT	OUT OF TOWN	VENDOR - HOMEMADE CRAFTS

## CONVENTION CENTER

### EVENTS

DATE	EVENT	APPROX. ATTENDEES
Oct. 4-5, 2024	Martinez Quinceanera	500
Oct. 10-13, 2024	NM 4x4 Rally	375
Oct. 16, 2024	Academic Awards	700
Oct. 18-19, 2024	Lindly Wedding & Rehearsal Dinner	60
Oct. 21-24, 2024	NM Emergency Managers Conf.	230
Oct. 26-27, 2024	Jehovah's Witness Assembly	2150
Oct. 29, 2024	Rotary Enchilada Dinner/Bingo	700
Oct 31, 2024	Trunk or Treat	800

### Upcoming Events

1. Election Training Nov. 1
2. General Election Nov. 5
3. WUI Nov. 5
4. Christmas Jubilee Nov. 5-11
5. NMSIF Safety Training Nov. 13
6. Yucca Blossoms Autumn Market Nov. 14-17
7. NM Army National Guard Retreat Nov. 19-21
8. State Farm Nov. 20-21
9. Ruidoso Evening Lions Show Nov. 22-24
10. De La Torre Wedding/Reception Nov. 30-Dec. 1

## TOURISM

# NMTD CO-OP PROGRAM FY25

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

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

## TOURISM - TOP PERFORMING SOCIAL POSTS

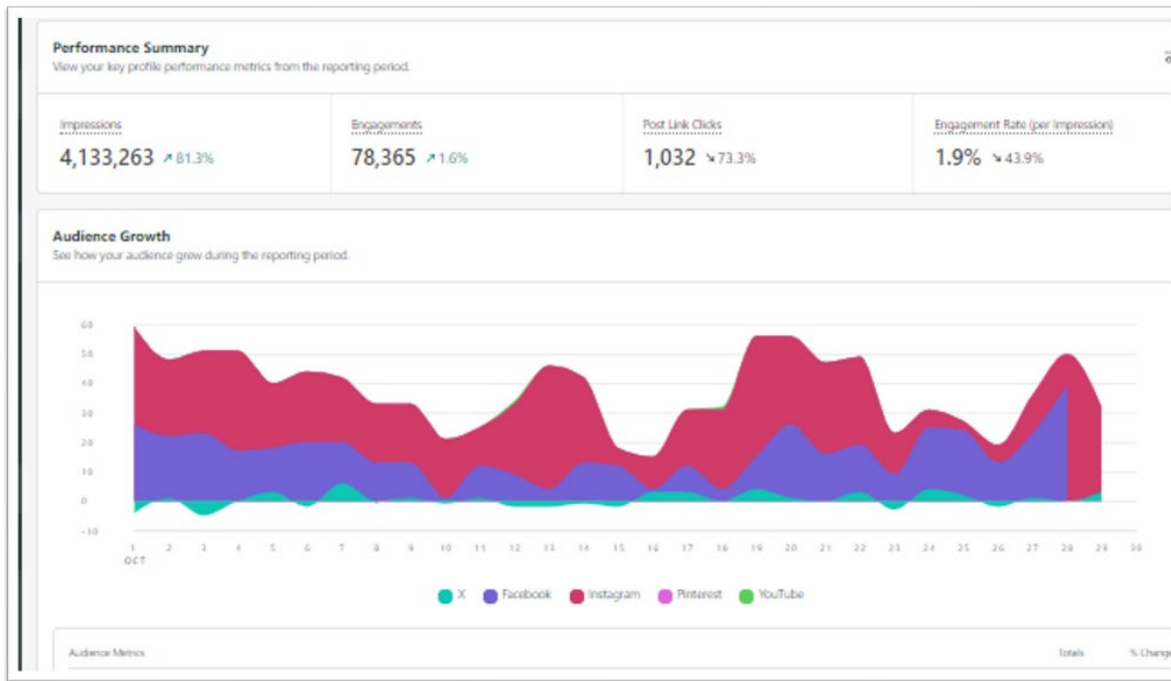
Top performing Facebook posts in October in terms of impressions:

<p><b>Impressions</b> 18,352</p>	<p><b>Impressions</b> 17,070</p>	<p><b>Impressions</b> 4,686</p>
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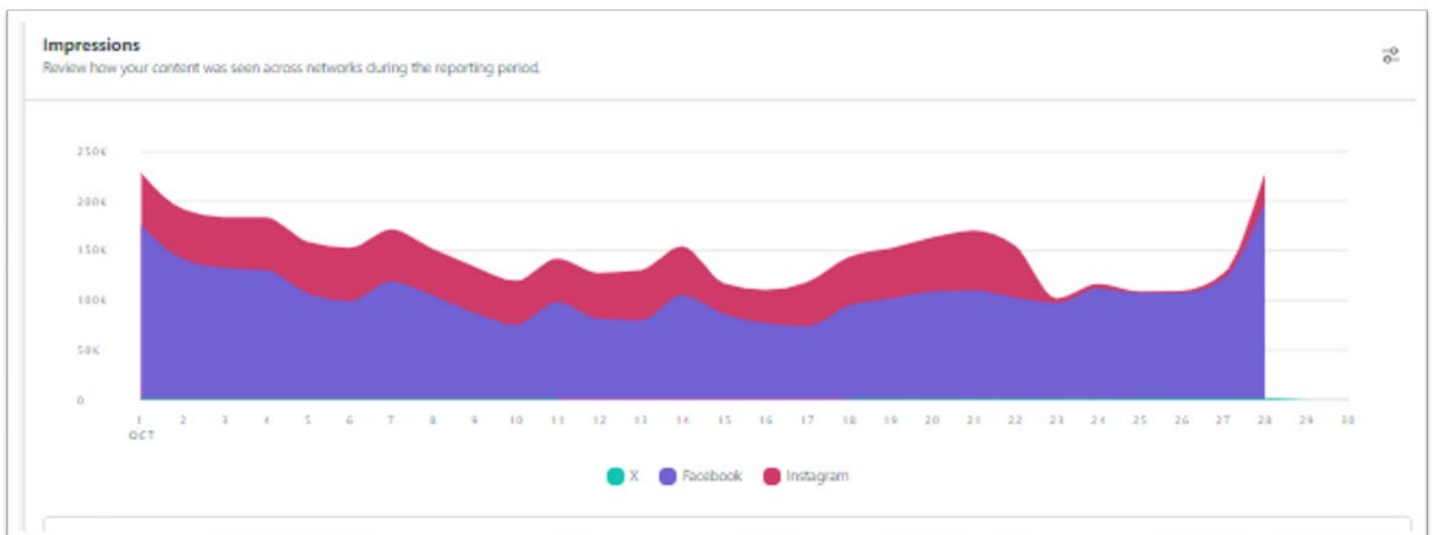
# SOCIAL OVERVIEW: OCT 2024

## Tourism Social Sites



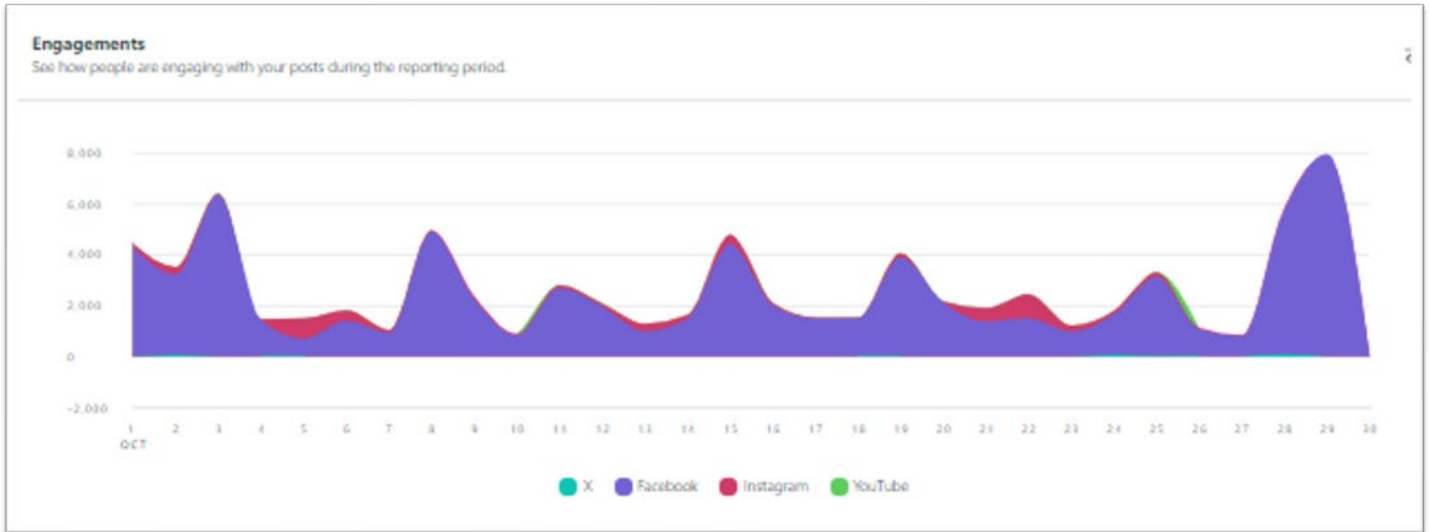
# IMPRESSIONS: OCT 2024

## Tourism Social Sites



# ENGAGEMENT: OCT 2024

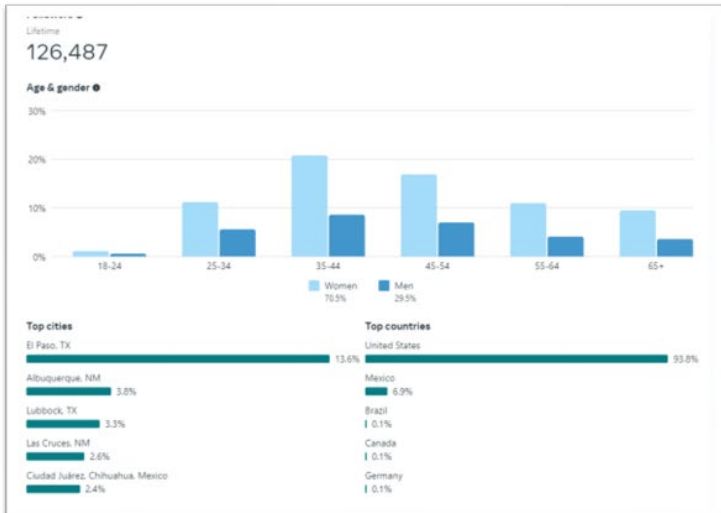
## Tourism Social Sites



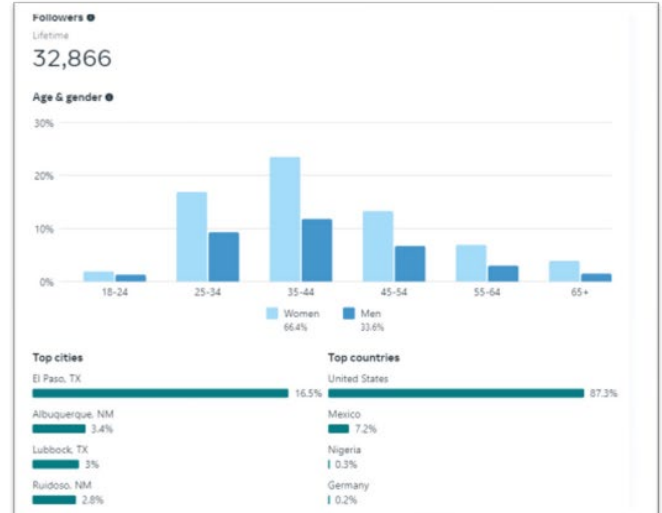
# TOURISM AUDIENCES

Audience demographics of the followers on Tourism social

Facebook page











Instagram page



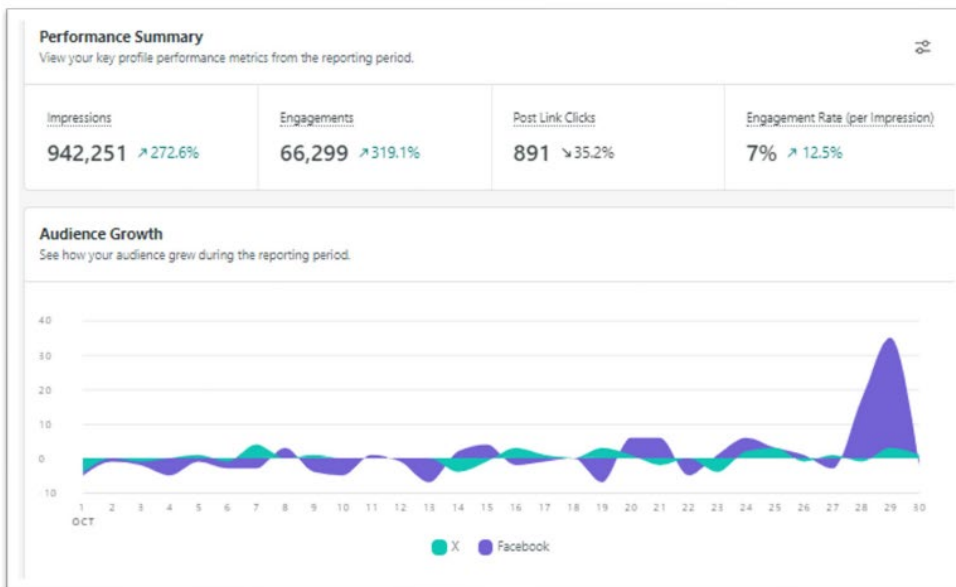
# MUNICIPAL - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in October in terms of impressions:

 <p>Village of Ruidoso Tue 10/1/2024 7:01 am MDT</p> <p>The Ruidoso Fire Department will be conducting the regularly scheduled test of the emergency sirens today....</p>  <p>Impressions 6,715</p>	 <p>Village of Ruidoso Tue 10/1/2024 8:24 am MDT</p> <p>U.S. Forest Service - Lincoln National Forest is conducting aerial reseeding and mulching on the Lincoln National</p>  <p>Impressions 14,709</p>	 <p>Village of Ruidoso Tue 10/1/2024 8:48 am MDT</p> <p>A replay of yesterday's Mondays with Mayor on 1490 AM KRUI - The Mount now available. Listen here....</p>  <p>Impressions 1,858</p>	 <p>Village of Ruidoso Tue 10/1/2024 9:00 am MDT</p> <p>A reminder that the Ruidoso DRC (Disaster Recovery Center) located at Horton Complex, 237 Service Road...</p>  <p>Impressions 2,798</p>
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## SOCIAL OVERVIEW: OCT 2024

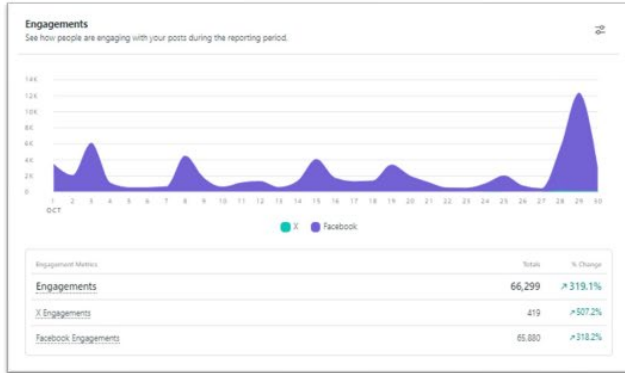
### Municipal Social Sites



The spike at the end of the month can be attributed to the start of the Blue Front Fire.

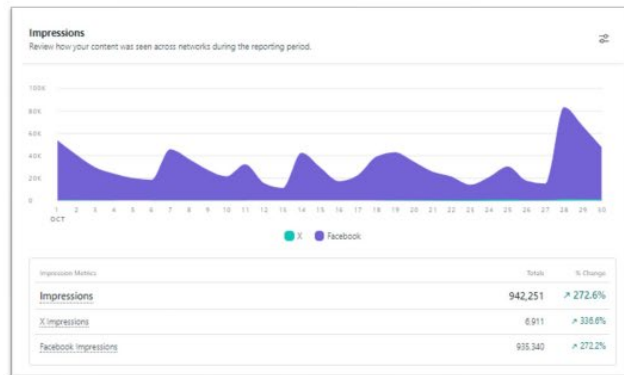
# SOCIAL OVERVIEW: OCT 2024

## Municipal Social Sites



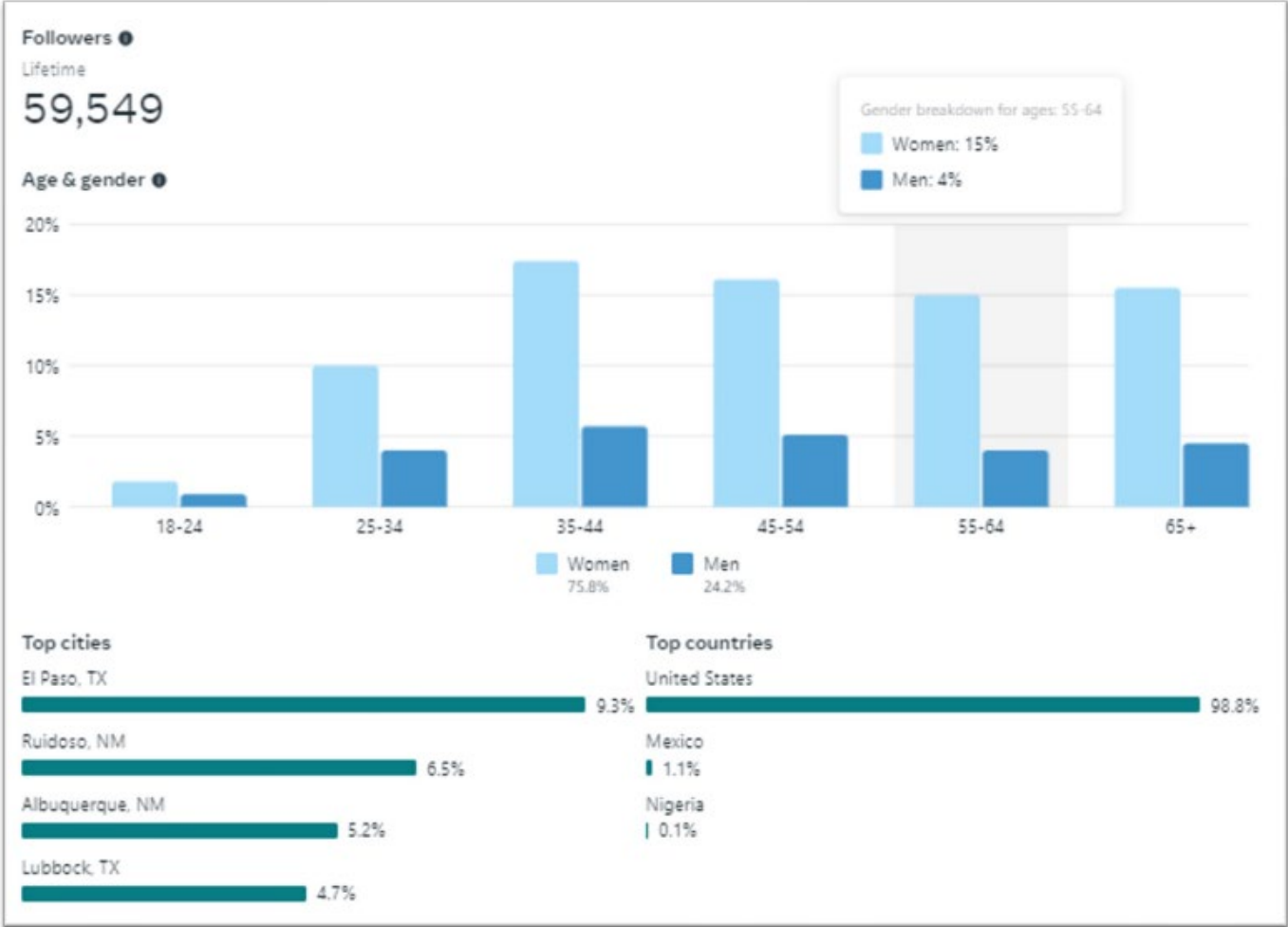
The graphics to the left indicate audience engagement and impressions compared to the same time period last year.

We are still seeing a large increase year-over-year that can be attributed to continuing wildfires and disaster recovery information.



# MUNICIPAL AUDIENCE

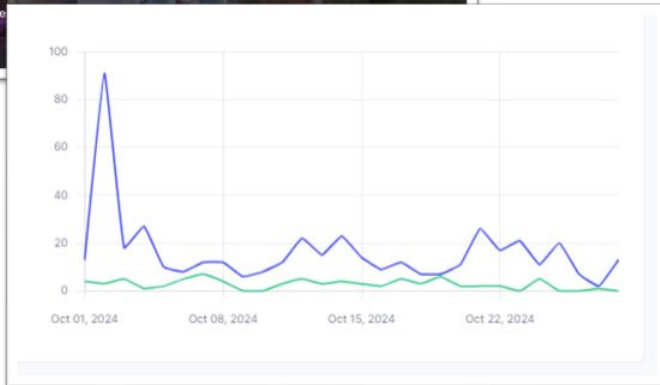
Audience demographics of the 59,549 followers on the Municipal Facebook page:



# WEBSITE –TRANSLATION TOOL

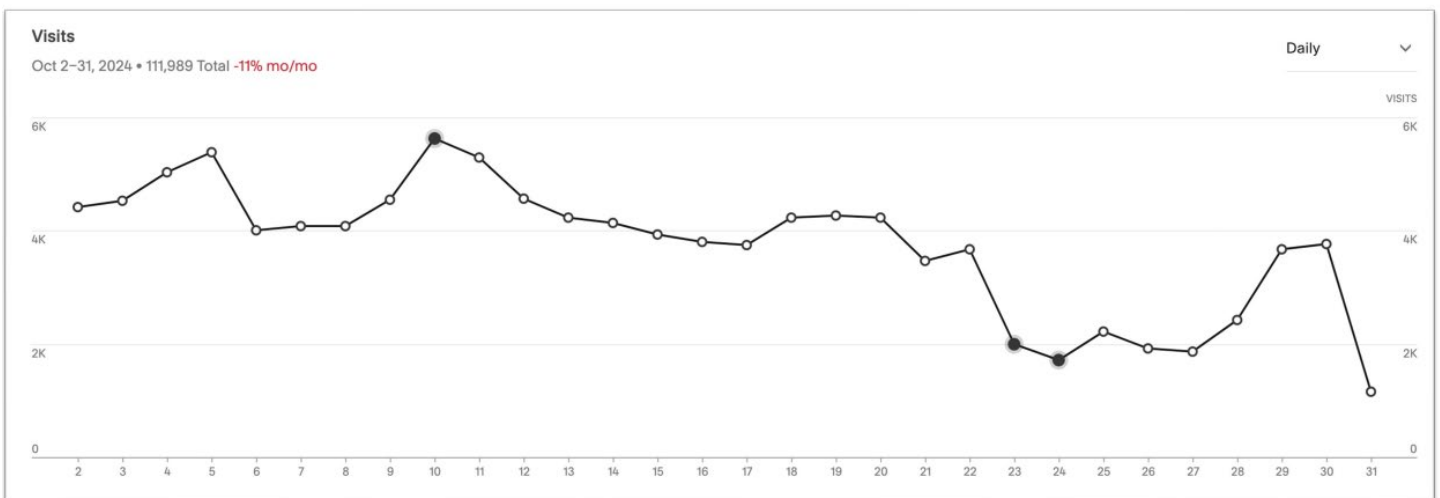


There were 531 translations by visitors on DiscoverRuidoso.com during October.



In total, the tool has been used 5,380 times in the past 12 months.

## WEBSITE ANALYTICS TOURISM: OCTOBER



# WEBSITE ANALYTICS

## TOURISM: GEOGRAPHIC STATS

▼ Texas	50,414
Dallas	16,153
El Paso	10,152
Others	2,995
Unknown	1,684
Lubbock	1,380
Fort Worth	1,107
Arlington	1,084
Austin	1,066
San Antonio	1,044

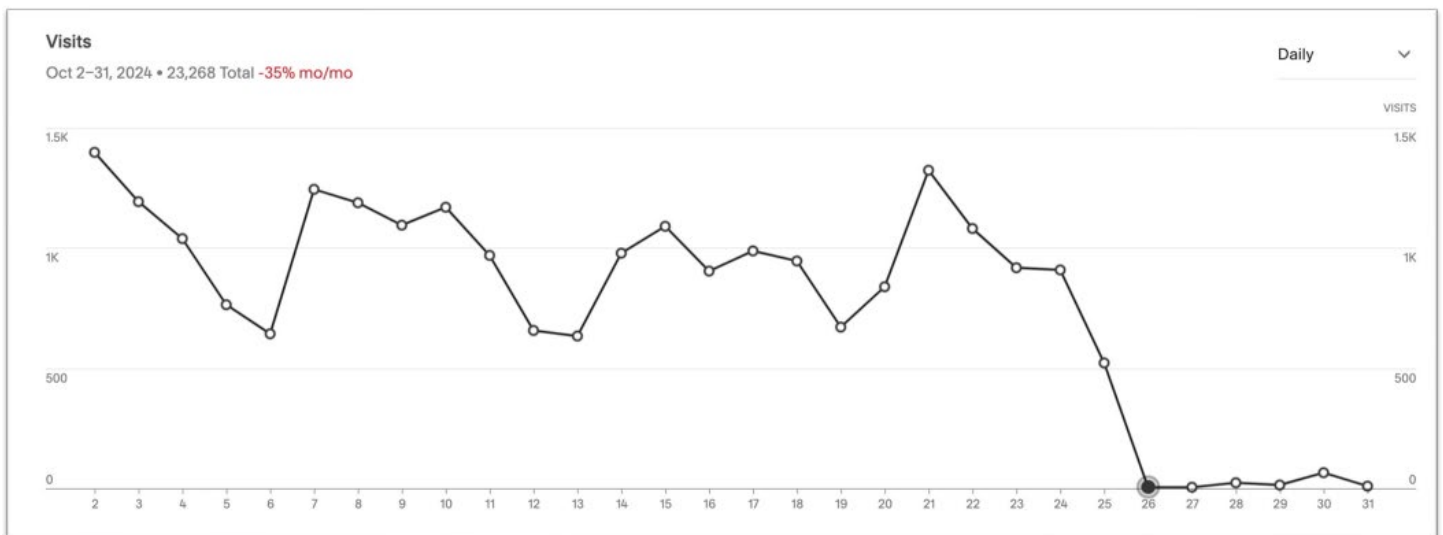
Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso driving the most traffic.

▼ New Mexico	6,999
Albuquerque	2,922
Alamogordo	854
Las Cruces	653
Roswell	402
Carlsbad	233
Rio Rancho	211

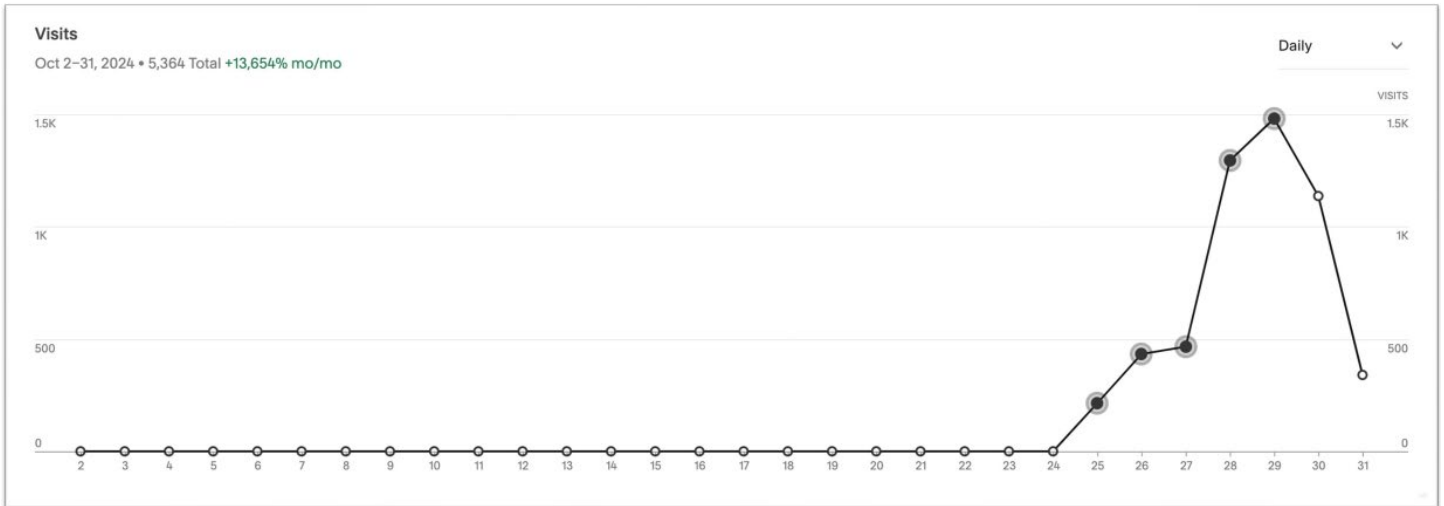
# WEBSITE ANALYTICS

## MUNICIPAL: PAGE VIEWS

### OLD WEBSITE

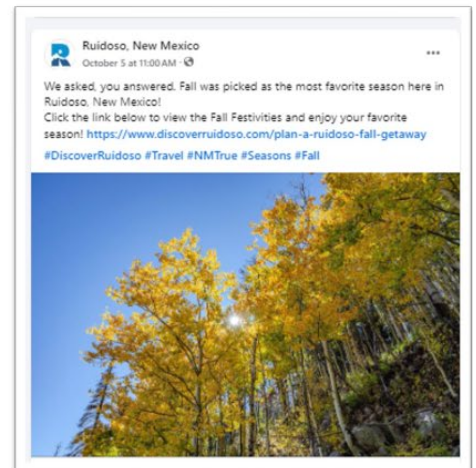
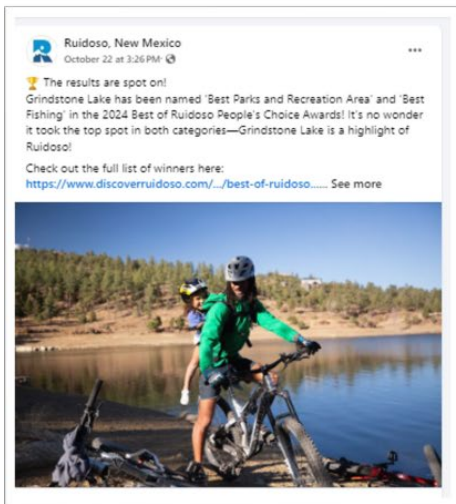


# WEBSITE ANALYTICS MUNICIPAL: VISITS NEW WEBSITE



You can see the big uptick in traffic on 10/28  
due to the start of the Blue Front Fire

## OCTOBER SOCIAL MEDIA





# OCTOBER DIGITAL



Ski New Mexico



DiscoverRuidoso.com

Go-NewMexico

# OCTOBER BILLBOARDS



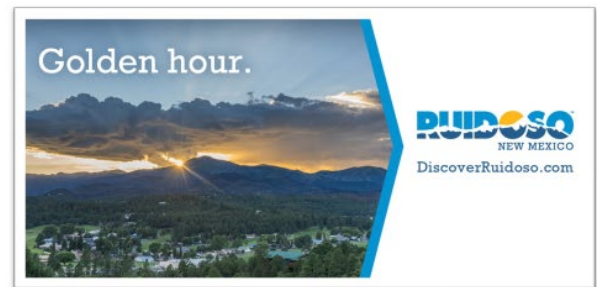
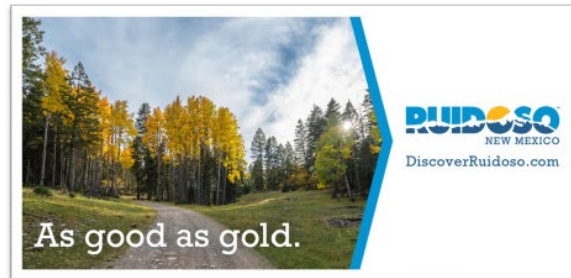
Our digital billboards in El Paso & Albuquerque featured a variety of fall messages in October.



# OCTOBER BILLBOARDS



Our new digital billboards on I-10 in El Paso were launched with 5 rotating creative executions.



# OCTOBER EVENTS

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

**LIVE MUSIC**

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

NEW MEXICO WINE & CRAFT BEER  
 FOOD VENDORS  
 KIDS ACTIVITIES

**RUIDOSO**  
 DISCOVER RUIDOSO.COM

Festival Tickets available at the gate.




**Every Saturday**  
 100 Country Club Drive | 9 am - 1 pm

**MIDTOWN MARKET**  
*saturdays*  
 JUNE-OCTOBER

**RUIDOSO**  
 PARK & RECREATION  
 LIVING IN NATURE'S PLAYGROUND

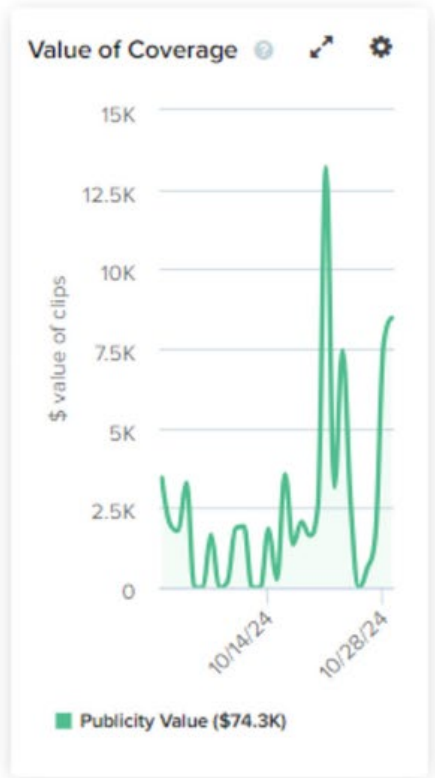
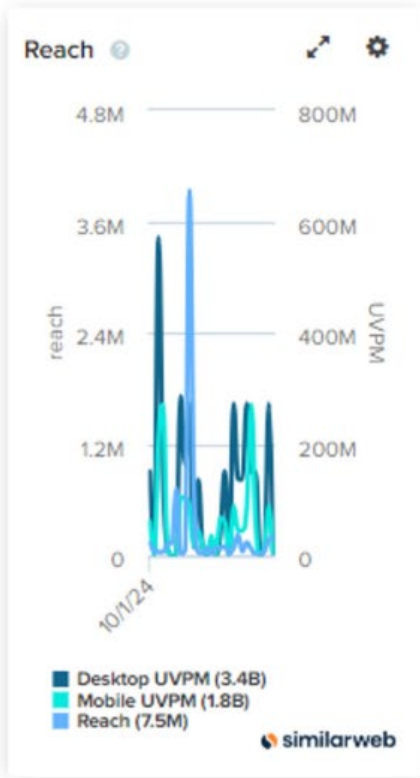
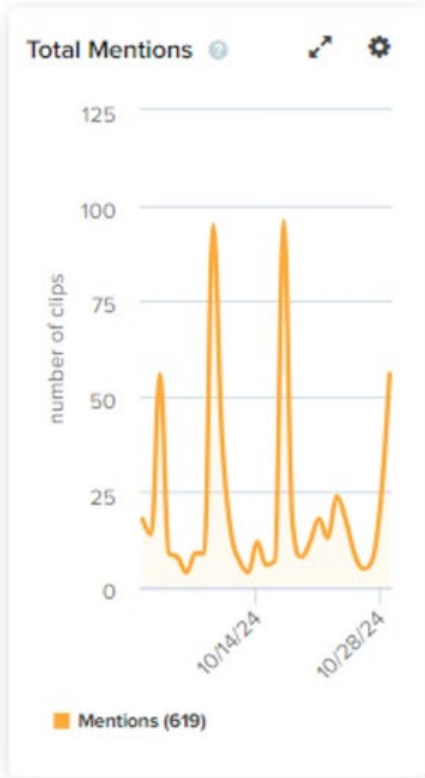


**New Mexico 4x4 Rally**

**October 11-13, 2024**  
 Ruidoso Convention Center  
 Tickets available at [NM4x4Rally.com](http://NM4x4Rally.com)

# PR: OCT 1-31, 2024

## Mentions



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

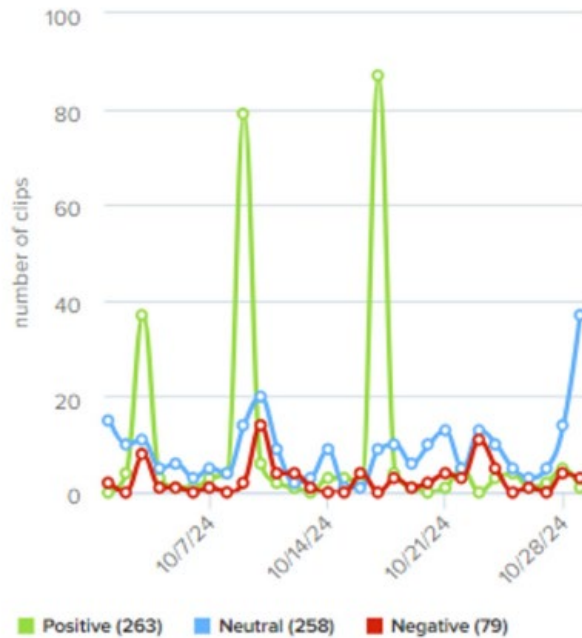
**Reach: Distribution of clips over time based on their reach. Print/broadcast is based on circulation/viewership. Online is based on unique visitors per month.**

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

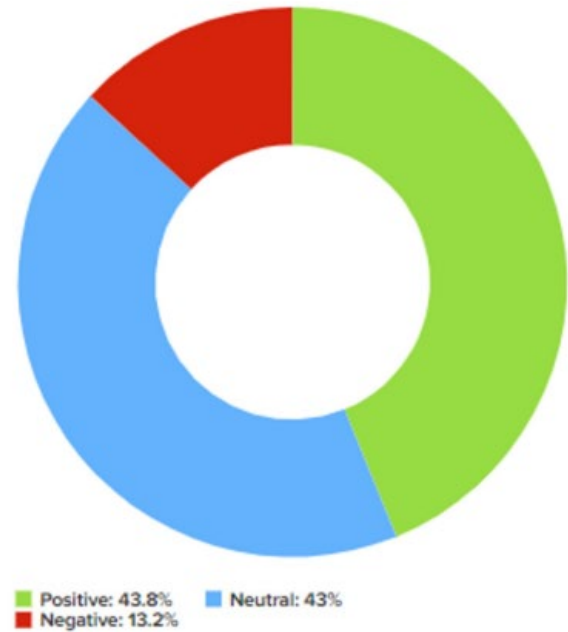
# PR: OCT 1-31, 2024

## Sentiment

Sentiment Over Time



Share of Sentiment



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

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

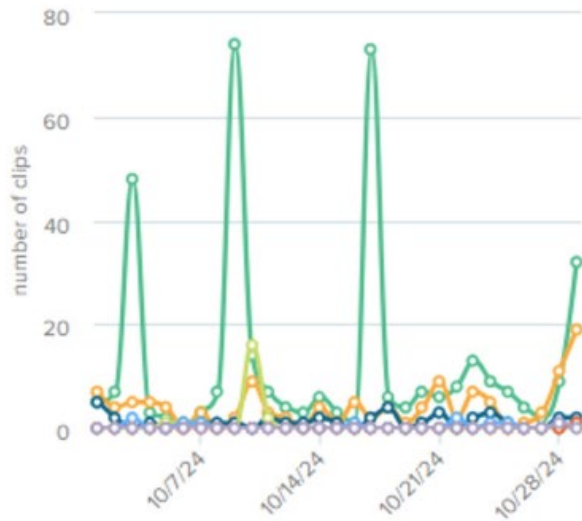
# PR: OCT 1-31, 2024

## Coverage by Media Type

ADD CHART

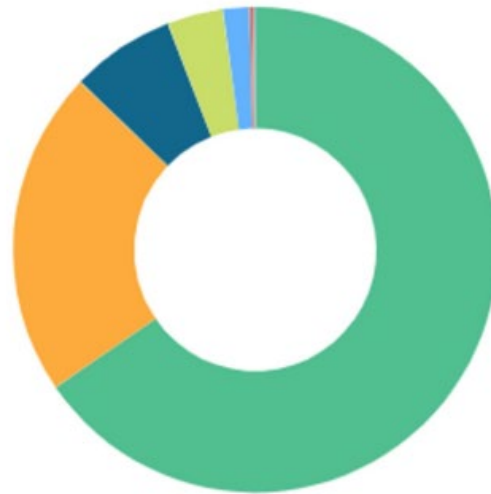


### Trend of Coverage by Media Type



Online, consumer (367)    Television station (122)  
Newspaper (39)    Radio station (21)  
Online, trade/industry (10)  
Online, news and business (1)    Blog, consumer (1)

### Share of Coverage by Media Type



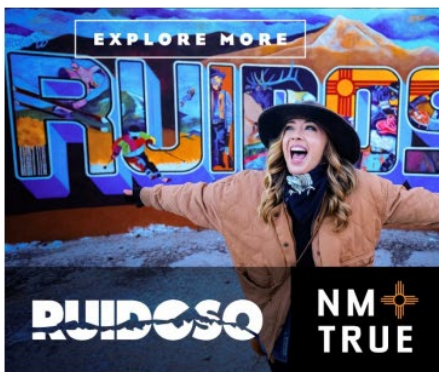
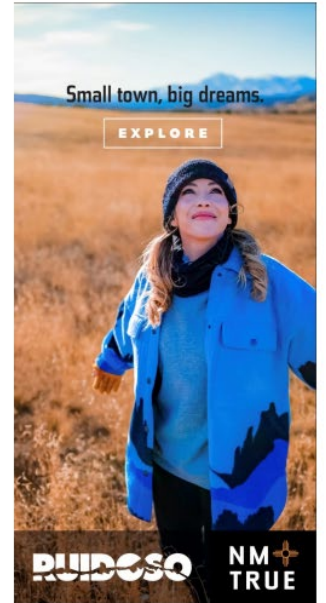
Online, consumer: 65.4%    Television station: 21.7%  
Newspaper: 7%    Radio station: 3.7%  
Online, trade/industry: 1.8%  
Online, news and business: 0.2%  
Blog, consumer: 0.2%

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

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

# NMTD CO-OP PROGRAM FY25

- October advertising with MMP
- Round 2 of creative was submitted 10/10
- InstaMeet Trip 2 took place 10/25-10/27



NEW MEXICO + TRUE



NEW MEXICO + TRUE

- RMA Trick or Treat Halloween event over 4,000 people attended.
- Trunk or Treat Churches event at the Convention Center with over 800 people in attendance.
- Received the IRONMAN Triathlon contract for a three-year commitment starting on July 12-13, 2025.
- Received the first option to have the opportunity to host the XTERRA World Championships in Ruidoso starting in September of 2026 for a three-year commitment.

## **FINANCE**

- Council monthly reports for October (Period 4 FY 2025) will be available by mid-November.

### **September 2024 Benchmarks:**

GRT Revenue is down 17.28% from PY (\$973,271 decrease).

Gasoline Tax Revenue down 17.82% from PY (\$6,003 decrease)

Lodgers' Tax Revenue down 59.28% from PY (\$585,498 decrease)

Monthly Council reports are available on the Village website.

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



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

### **Utility Billing**

- Automated meter transmitters remaining to be changed, input into the Incode billing system, or need activation is 16.
- The Utility Supervisor is coordinating with the Village Clerk to organize utility liens. They are also making sure that the lien ordinance is being followed.
- Sending the updated rates to DataProse so the back of the bills can reflect the changes that have been made.
- Department Statistics:
  - AUGUST 2024**
  - Lien Letters Sent Out: 0
  - Lien Request Sent to Village Clerk: 0
  - Payment Arrangements Process: 8
  - Leaks: 220
  - Work Orders: 553
  - Shut-Offs: 0 (Due to South Fork Fire no shutoffs for the month. We will be resuming shut offs in the first week of September.

### **IT**

- The SD-WAN installation by Windstream is complete. Connection speeds across the village to the servers are stable and users have seen an increase in download speeds for all programs they access.
- Windstream has switched to all Kinetic Construction In-House Teams.

### **Projects In Progress:**

- -Mechem and Mid-Town main feed build in progress 80% on placement
- -White Mountain Dr is at 70% placement and still being worked
- -Alpine Village Rd and NM 48 Placement is 95% placed after going back from the Fire. Splicing is at 75%

- Pike's Peak RD is 90% on underground placement, delay here also due to the fire. Splicing is 75%.
- Coconino Lane area is 100% placed and 80% spliced. It too was affected by the fire and these percentages are now as it stands since the restoration has been made.
- University Dr. is at 85% placement and splicing is 70%. This area was also affected by fire this year and the burned area is restored just pending a small portion.
- Gavilan Canyon Rd and Rain Dance Trail is 85% placed. This has buried work to still be done, but aerial is 100%. It is scheduled for splicing.
- INNSBROOK DRIVE has been started and is 35% on placement.

**Jobs Starting Next:**

- Mechem to White Mountain Dr to Raymond Buckner Dr to Sunny Slope Dr.
- White Mountain Meadows Dr to Granite Dr to Marble CT.
- White Mountain Meadows Dr and Hull RD
- Systems MD has completed the conversion Office 365G for all users. This conversion is being funded by a grant from DFA. Users who are unable to access their O365 programs or email need to contact Andrew or Systems MD. They will be able to get users set up and work.
- Systems MD installed new servers here at Village Hall on Oct 26<sup>th</sup>. The installation went as expected with minor issues that have been resolved. The installation of servers for the Police & Fire departments will be scheduled soon.
- Tyler – Incode software was moved to the cloud on Oct 17<sup>th</sup>. Transition was done quickly, and we were able to go-live in the afternoon Oct 17<sup>th</sup> and fully operational by Oct 18<sup>th</sup>. This transition is being funded by a grant from DFA.

Public Wi-Fi at the Convention Center was 448 MB of averaged daily traffic. The library served an average of 10 customers using about 1.32 GB per day. Village Hall served an average of 25 people with 11.64 GB of daily traffic. Wireless Access Points (WAPs) can reach community members in the parking lot.

**Capital Projects in Construction**

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

## **FIRE**

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

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 37.



## **PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO**

EFFECTIVE  
July 3, 2024 12:00 PM

### **FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO LEVEL I RESTRICTIONS**

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

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

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

  
Joe Kasuboski  
Fire Chief  
Ruidoso Fire Department

- ✓ There were 163 calls ran from September 1, 2024 – September 30, 2024. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use). From this point on we will only report final numbers once we have them confirmed by the State.
- ✓ Fire Staff attended Zia Gas pipeline safety training on 10/02 at ENMU.
- ✓ Three Fire Fighters attended Rope technician rescue training 9/30-10/4.
- ✓ Three Fire Fighters attended ICS 400 training in Artesia.
- ✓ Fire staff assisted with Aspen Cade Parade 10/5
- ✓ Fire staff conducted Fire Prevention programs for local schools 10/7,8,10,11.
- ✓ Assistant Chief attended the Council meeting 10/8.
- ✓ Fire department conducted new fire fighter testing 10/9.
- ✓ The Fire Chief attended the Director's meeting 10/10.
- ✓ The Chief and AC attended the Trunk or treat meeting 10/15.
- ✓ Fire staff attended ribbon cutting event at Wingfield House Museum 10/17
- ✓ Fire Staff attended Honor Guard training at Fire Station 1 10/18-19
- ✓ Fire staff responded to Roswell to assist with search and rescue efforts after flooding event 10/20-21.
- ✓ Two firefighters and 1 Lieutenant attended New Mexico Fire Expo training in Socorro 10/23-27
- ✓ Fire staff participated in Ft. Stanton Trunk or Treat event 10/26.
- ✓ Four Fire fighters attended Fire Fighter 1& 2 training in Socorro 10/28-11/1
- ✓ One Fire Lieutenant attended Fire inspector training in Gallup 10/29-11/1
- ✓ Fire staff conducted events committee meeting 10/29.
- ✓ Fire staff will assist with Mid-Town trunk or treat event 10/30.
- ✓ Fire Staff assisted with Trunk or Treat Events at Convention Center and Ruidoso Downs Racetrack 10/31

- ✓ Fire Department staff conducted medical standby at Ruidoso School sporting events.
- ✓ Fire staff continued fire hydrant inspections.
- ✓ The Chief and AC monitored the Blue Front Fire with National Forest service.

**Assistant Chief**

- AC met with the ISO team on village rating and created a plan to improve rating 10/17.
- AC conducted fire pit inspections.
- AC assisted the State Fire Marshal with business inspections.
- AC assisted State Fire Marshal with business occupancy loads.
- AC attended the Special Council meeting on 10/24.
- AC attended Blue Front fire morning briefings.

**FORESTRY**

Name:	Fiscal year	This Period
<b>Forestry Current Activities Report</b>	24/25	10/1/24 10/31/24
<b>Item:</b>		
<b>Hazard Tree Removal:</b>		
private property	19	17
village property		
<b>Public Service Visits, Insects/Disease/Misc</b>	25	7
<b>Permits issued for Tree Removal (20" plus)</b>	2	
<b>Private Property Compliance:</b>		
initial	157	41
final	202	87
acres completed	77.387	31.577
<b>New Construction :</b>		
initial Inspection and Fire Hazard Rating	13	3
final Inspection and Approval	7	4
<b>New Construction Permitting Fees :</b>		
forestry	\$1,200	\$200
solid waste	\$5,140.00	\$1,080.00
<b>Village property Treated:</b>		
new construction 620 Del Norte no charge for forestry		
house burned in South Fork Fire		

**HUMAN RESOURCES**

**HR News**

- In October, we continued to review and track the progress and completion of the Annual Employee Evaluations. HR has also been updating several employee forms including the

pg. 40

Take-Home Vehicle Agreement, Request for Pay Adjustment/Correction, Outside Employment, and the Goal Modification forms. Also in October, HR coordinated volunteers for the Aspenfest Parade float and handed out candy at the Midtown Trick-or-Treating and the Convention Center Trunk-or-Treat. These were great events to be a part of and had great employee participation for all the events. As we go into the busy holiday season, we are looking even further ahead and planning a Wellness Fair for employees for February 2025.

### **Staffing and Onboarding**

- In October we onboarded 3 new employees:
  - Kyle Hawk – Water Production – Maintenance Technician
  - Darrius Aragon – Fire Department – Firefighter
  - Louis Chavez – RWWTP – Maintenance Technician
- On November 6, 2024, we will be interviewing Temporary Ice Rink Leaders for the winter operations.
- With the retirement of Chief Chavez in late November 2024, the Deputy Chief Steven Minner will be appointed by the Mayor to the Chief of Police position on November 12, 2024.
- Non-Certified Police Officer Testing and Exams will be held on November 15, 2024.

### **Employee Committee News**

- This month the Employee Committee began sharing the *Warrior Wednesday* recognitions. The weekly email is shared to the “Office” on Wednesdays and in the Monday Morning Email. It is a collection of employee shared submissions recognizing their coworkers for their outstanding responses to the South Fork/Salt Fires, and flooding emergencies. The Committee will continue to accept submissions until November 1<sup>st</sup>.
- Midway through the month, the Committee held its annual Employee Appreciation Picnic. Employees were invited to Wingfield Park to enjoy food, prizes, and games. The Employee Committee would like to thank Village attorney Zach Cook, Systems MD, Albertsons, and Walmart for their generous sponsorship of the picnic. Their support allowed the Committee to host an event that saw an afternoon filled with employee smiles and camaraderie. We would also like to extend our gratitude and appreciation to all Village leadership and personnel for their dedication to the wellbeing of the Village and its citizens.
- The Employee Committee is gearing up for a festive October! We will be helping in the preparation of a Village of Ruidoso float and participating in the annual AspenFest parade. Members will be throwing out candy and Ruidoso Strong swag to spectators. The Committee is planning on hosting 1 fundraising event, Spooky Grams, which will go on sale on the first of the month. Finally, we will end the month with our annual Halloween Contest and potluck.

### **Safety News and Upcoming Safety Training**

- The October 2024 scheduled Defensive Driving (DDC), was held on October 9, 2024, with 25 employees in attendance.
- The November DDC class will be held on November 4, 2024. The November Accident Investigation class will be on November 5, 2024.
- On October 16, 2024, 3 employees and I attended classes at Greentree Solid Waste. The class was presented by New Mexico Self Insurer’s Fund and the topic was PPE/Safety Basics.
- The Safety Training Calendar is posted on the Health and Safety page of the VOR website and posted on Department employee bulletin boards.

- The Vector training program has been replaced with ZyWave, so far 12 employees have been assigned classes from the Parks and Rec Department. As soon as employees have set up their logon information, Supervisors can notify the Safety Coordinator and request classes to be assigned to their staff.
- This month the Safety Coordinator began taking Safety Liaisons to other departments to conduct Safety Audits so that a fresh set of eyes can look at other departments.

## **LIBRARY**

### **General Information:**

- The Library Manager attended the regular October Village Council Meeting.
- The Library Manager attended the October Director/Manager meeting.
- The Library Manager and Supervisor attended the New Mexico Library Association Conference in Carlsbad, NM on October 22 through October 25.
- The Library Manager and Supervisor attended the ribbon cutting for The Wingfield Heritage House and Museum on October 17.
- The Friends of the Ruidoso Public Library will meet November 5<sup>th</sup> at 4 pm in the Library Conference Room.
- The Ruidoso Public Library Advisory Board will meet on November 6 at 11:30 am in the Library Conference Room.
- Library Supervisor taking 2 Library Science classes this semester working toward her New Mexico Class I Certification.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield Museum and Heritage Center.
- Library staff are working on their online Infopeople Courses that last 4 to 6 weeks.
- Library Staff attended weekly Safety Meetings at Village Hall.
- Library Staff are prepping November displays for both Adult and Youth Services.

### **Outreach Services:**

- The library was closed on Saturday October 5, 2024, while the Library Staff conduct outreach programming at Aspen Fest.
- The library staff conducted outreach programming at the Ft Stanton Trick or Treat Trail on Saturday, October 26.
- Library Staff conducted outreach at the Midtown Trunk or Treat on October 30<sup>th</sup>.
- Library Staff will be conducting outreach at the Christmas Jubilee on November 9<sup>th</sup> and 10<sup>th</sup> at the Convention Center.

### **Adult Services:**

- The Small Business Administration Recovery Center is located at the Library in the Archive Room. They are open Monday through Friday from 9 am to 5 pm and on Saturday from 10 am to 2 pm.
- The Sierra Blanca Chapter of the daughter of the American Revolution met on September 4<sup>th</sup> in the Library Conference Room. They had 7 attendees.
- Nicole Vasquez from HUB Insurance was at the library to meet with employees on the morning

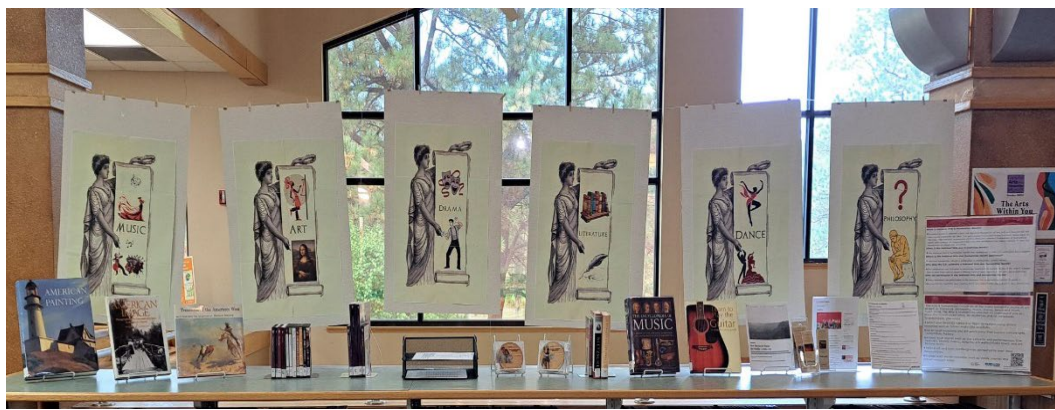
pg. 42

of October 23.

- The Ruidoso Writers Group meets every two weeks on Tuesday afternoons. There was an average of 6 attendees per meeting.
- Below are pictures of Adult Services Displays we had for October.



Haunted Reads (Library Book Guide added to our website)



Cultural Awareness (Library Guide for online cultural resources added to our website)

### **Youth Services:**

- Youth Services is continuing to plan and prep programming for Fall.
- Youth Services conducted 4 special programming for teens throughout October with a total of 60 attendees. Teen programs are usually conducted once a month with varied times.
- Youth Services conducted 5 Baby and Me story times with 60 attendees. Baby and Me Story Times are at 10:30 am on Tuesday mornings.
- Youth Services conducted 5 Pre-School Story Times with 160 attendees. Pre-School Story Time are at 10:30 am on Wednesday mornings.
- Youth Services conducted 1 Elementary Program with 100 attendees. Elementary programs are conducted at least once a month with times varied.
- Below are pictures of Youth Services Displays we had for October.
- Planning and prepping for December special programs.





**On-Going Projects:**

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

- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Due to a change in personnel over the last six months the inventory of library materials has been delayed. We hope to get the inventory started in January of 2025.
- Collection Development for Adult and Youth materials.
- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Increasing library outreach programming.
- Increasing library adult programming.

### **Statistics:**

- Library material checkouts were 3,331 and check ins were 3,381.
- Visitors total was 7,924.
- We issued a total of 51 new cards and updated 120 cards.
- Overdrive e-book checkouts were approximately 1,190. We had approximately 13 new users. There were 377 holds for e-audios and 274 holds for e-books and we had 74 holds on print materials.
- Reference questions totaled 911.
- Computer users totaled 282.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 397 times by 79 unique users.
- We added 137 material items.
- We had 17 Interlibrary Loan requests, and 17 books have been received.
- We had the Writer's Group Meet two times and had a total of 11 attendees.
- There were 786 external catalog searches, 1,206 internal searches by 184 unique users.
- Ancestry was used 5 times, Pebble Go/Next was used 2 times, Niche Academy 2 times and Mango Languages was used 3 times.
- There were approximately 12,471 actions performed in our Biblionix Integrated Library Software.

### **PARKS AND RECREATION**

# Ruidoso Schools MOU

## MAINTENANCE AND FINANCES

- Staff cleaned Parks and Restrooms, (33-man hours White Mtn.) \$924.00 personnel.
- Staff prepped the High School baseball & softball fields, repairing trail, fertilized athletic field. 64-man hours. \$1,792.00 Personnel.

**Total Supplies** **\$2400.00**

**Water -10/18/24**

**Gavilan Water Bill** **\$502.35**

**White Mountain Water Bill** **\$2,585.48**

**White Mountain Electric Bill-August** **\$547.71**

**Personnel** **\$2,716.00**



Photo Courtesy Mark Stambaugh



**\$8,751.54**

**101** TOTAL HOURS

# Parks and Facilities

## PROJECTS BY NUMBERS

- Staff cleaned parks, maintenance and buildings. 1120-man hours.
- Staff picked up trash on medians, parks, and free parkings, and cleaned graffiti, 12-man hours.
- Staff prepping athletic fields, 40-man hours.
- Staff worked events and put up tents, 104-man hours.
- Staff moved docks at Grindstone Lake, 24-man hours.
- Staff weed eated and mowed, 384-man hours.
- Staff cleaned and stored Wibit from Grindstone Lake, 48-man hours.
- Staff sprayed weeds, 8-man hours.
- Staff fertilized all athletic fields, 8-man hours.
- Staff prepping for Christmas decoration, 20-man hours.

**1,768**

TOTAL HOURS



Mark Stambaugh

Photo Courtesy Mark Stambaugh

# Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee meeting was held at Village Hall
- The Keep Ruidoso Beautiful and the Parks Department held the Toss No Mas Cleanup on 10-20-24. 105 participants cleaned up approximately 17 miles of road and waterways. Picking up 163 bags of trash and 2 piles of flood debris equaling 4675'. 29 youth also raised money for their groups or clubs. Those youth belong to the RMS Environmental Club, Girl Scout Troop #16045, and the Malpais Colts 4H Club. Our sponsors were LCMC, Otero Federal Credit Union, Schlotskys, and the Keep Ruidoso Beautiful Board. Keep Ruidoso Beautiful supplied gloves, vests, lip balm, t-shirts, and reusable cups and water bottles. Participants were fed chili dogs, chips and drinks after the event. A big thank you to all who volunteers.



# Programs & Activities

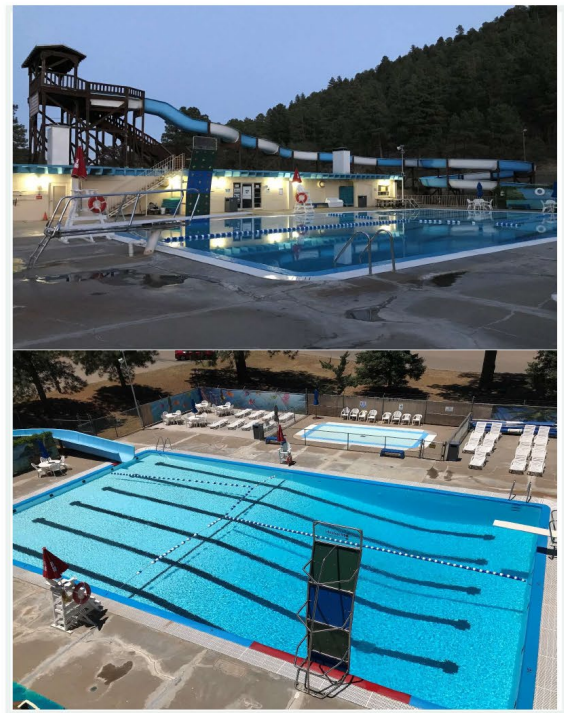
## YOUTH AND COMMUNITY ACTIVITIES

- The youth Soccer 5u, 8u, 10u, & 14u leagues had a successful fall season with 160 participants, ending with championship games and celebrations in mid-October.
- The youth Flag Football 6u, 8u, 10u, & 14u leagues also had a competitive and successful season with 228 participants, ending with Championship games and celebrations in mid-October.
- At the height of the Youth Soccer and Flag Football season there were approximately 1,200 individuals on the fields at WMRC on game days.
- Smart Start Soccer concluded the fall season with 21 participants, ages 3-5 years old.
- The Youth Volleyball 8u, 10u, & 14u season has been going strong with 154 participants and Games/Practices at the Upper and Lower Horton gyms.
- Registration for the Adult Flag Football Mini-Season has closed with 6 teams readying to begins games early November.
- The Midtown Market wrapped up the season on October 19th after 13 consecutively planned weekends.
- The Aspen fest celebration at Wingfield park had another successful year with Recreation staff assisting with the planning and setup.



# Public Pool Update

- Pest control Treatment contract was extended through the winter.
- Pool pumps, impellers are shut down and will be started once every month
- The swimming pool heater was turned off. Gas lines are shut.
- The water supply to the swimming pool was shut off.
- The facility is organized, cleaned and all the pool deck equipment was stored for the off-season.
- The climbing was taken down.
- The pool cover can be installed for the winter.



# Community Center

## STAFF AND UPDATES

- The Ruidoso Community Center has begun Falun Dafa sessions on Saturdays at 9:00am. FALUN DAFA (Falun Gong) is a traditional Chinese self-cultivation practice that improves mental and physical wellness through a series of easy to learn exercises, meditation, and development of one's "heart/mind nature".
- The center hosts a Book Club on the 4<sup>th</sup> Wednesday of each month at 1:30pm sharp. The club picks a book that they are scheduled to read for the following month then gather to discuss the book and what the book's narrative was about. The club invites everyone to attend and strives on the social side of this activity to keep everyone active in the club.
- Bridge games are held Tuesday through Friday at the center. Bridge is a game that is played with cards with a table of four where a partner is needed. The game is a mental game that helps to keep the mind alert. The game is described as communicating your hand to your partner while also bidding for the best hand. Duplicate Bridge games are associated with American Contract Bridge where tournaments are run consistently. A lighter type of game is Party Bridge which is just played for fun. Though the game is hard to describe the Community Center has RSVP Volunteers that host the games and are willing to teach anyone that wishes to attend.
- Enhanced Fitness is centered for older adults and falls on Mondays, Wednesdays, and Fridays from 9:00am to 10:00am. The class is led by certified instructor Cathi McIntosh who is hired by New Mexico Senior Olympics. The class focuses on stretching, flexibility, balance, low-impact aerobics, and strength training exercises.



Staff Members



Weekly Activities



# Community Center

## Retired and Senior Volunteer Program

- The Village of Ruidoso RSVP Program continues to grow each month with so many amazing volunteers that love to be here to help and serve the community.
- It's hard to believe it is already October. . . . . The RSVP program kicked off its MLK Day of Service Coat Drive that started October 1<sup>st</sup>. This will continue until January 20, 2025. There are eight different drop off station all over Ruidoso and one in Capitan at the Capitan Public Library. RSVP Staff will be adding more drop off bins at Village Hall, Ruidoso Library, and the Ruidoso Downs Senior Center. Staff is collaborating with Evergreen Cleaners and Christian Services of Lincoln for another productive year to get all items cleaned and out to good homes.
- Red Cross has been in our village helping our community since day one of the Southfork/Salt Fires and flooding disasters. They have been working hand in hand with our RSVP Coordinator Amber Word in spreading the word for recruitment for the last few months. Red Cross crews have been doing a wonderful job here helping our community by guiding everyone and teaching everyone about aid and recovery in our community. They have also been wonderful in the outreach part of getting our own local volunteers recruited, signed up, and trained to have as the Village's own Red Cross presence in the community. There is always hope that no future disasters arise in the future, but if so, there will be trained individuals right here to hop in and help. In just two months of Red Cross being here, they have trained 187 local people and have fully gapped (meaning signed up) 18 new full volunteers from within our community. Eight of those that have been trained are RSVP volunteers. Seven of the trained volunteers came from Mesalero which is pretty amazing!!! ☺
- The RSVP Coordinator has not only been working hard with our current Coat Drive event, but also prepping for the big Veterans Day Flag Raising event staff continuously has in November of each year for Veterans Day!! On November 11<sup>th</sup> RSVP staff and volunteers will be hosting this flag raising event starting at 10:30am where a lunch will be served. All Veterans in the area are invited to attend.
- Ruidoso will always be our natures playground. Stay safe! ☺



268

Volunteers

1,392

Volunteer Hours



## **POLICE DEPARTMENT**

### Dispatch all calls for service

Total Calls for Service- 1515

Total Positions Available- 11

Total Positions Vacant- 3

Positions Hired this month- 0

Total Applications this month – 6

### Patrol Division calls for service

Total Calls for Service- 850

Total Arrests made- 35

Total Citations Issued- 53

Total Reports taken-

Special Operations Conducted- 2

Total Positions Available- 20

Total Position Vacant- 5

Positions Hired this month- 0

Total Applications this month – 4

### ACO/Code Enforcement calls for service

Total Calls for Service- 235

Citations Issued- 0

Special Operations Conducted- 0

Reports Taken- 2

Total Positions Available- 4

Total Position Vacant- 1

Positions Hired this month- 0

Total Applications this month – 10

Criminal Investigations Division

Total Calls for Service- 10

New Cases Received- 8

Pending Cases- 20

Special Operations Conducted- 2 1 MCU Call out/1 NEU Search Warrant

Total Positions Available- 4

Position Vacant- 1-Narcotics

Positions Hired this month- 0

Total Applications this month-0

**RWWTP**

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY**

**MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
10/01/24	Tues	1.29	21.9	7.20				N/A		
10/02/24	Wed	1.26	21.6	7.34				N/A		
10/03/24	Thu	1.22	21.7	7.22				N/A		
10/04/24	Fri	1.28	21.7	7.21				N/A		
10/05/24	Sat	1.36	21.7	7.16				N/A		
10/06/24	Sun	1.49	21.8	6.91				N/A		
10/07/24	Mon	1.44	21.6	7.08				N/A		
10/08/24	Tues	1.31	21.9	6.96			55.0	N/A		
10/09/24	Wed	1.28	21.6	7.23	3.27	1.35		N/A	<b>356.5</b>	<b>218.8</b>
10/10/24	Thu	1.28	21.3	7.04				N/A	VSS 324.4	pH 7.48
10/11/24	Fri	1.27	21.4	7.24				N/A	VOL.92.7%	TEMP. 14.3
10/12/24	Sat	1.40	21.3	7.09	3.27	1.35	55.0	N/A	<b>99.1</b>	<b>99.4</b>
10/13/24	Sun	1.45	21.3	7.03				N/A	<b>%removal</b>	<b>%removal</b>
10/14/24	Mon	1.44	21.3	7.07				N/A		
10/15/24	Tues	1.27	21.2	7.15				N/A		
10/16/24	Wed	1.24	20.9	7.09				N/A		
10/17/24	Thu	1.21	20.8	7.06				N/A		
10/18/24	Fri	1.36	20.7	7.13				N/A		
10/19/24	Sat	1.39	20.8	7.09				N/A		
10/20/24	Sun	1.43	20.8	7.11				N/A		
10/21/24	Mon	1.37	20.7	7.06				N/A		
10/22/24	Tues	1.15	20.6	7.29			31.5	N/A		
10/23/24	Wed	1.17	20.4	7.05	1.60	1.21		N/A	<b>205.6</b>	<b>116.5</b>
10/24/24	Thu	1.08	20.4	7.05				N/A	VSS 183.1	pH 7.42
10/25/24	Fri	1.12	20.1	7.06				N/A	VOL.89.1%	TEMP. 13.8
10/26/24	Sat	1.18	20.0	7.17	1.60	1.21	31.5	N/A	<b>99.2</b>	<b>99.0</b>
10/27/24	Sun	1.25	20.4	6.95				N/A	<b>%removal</b>	<b>%removal</b>
10/28/24	Mon	1.19	20.5	7.22				N/A		
10/29/24	Tues	1.16	20.0	7.13				N/A		
10/30/24	Wed	1.14	20.2	7.08				N/A		
10/31/24	Thu	1.13	19.3	7.07				N/A		
<b>MONTHLY AVG.</b>		<b>1.28</b>			<b>2.44</b>	<b>1.28</b>	<b>43.3</b>			

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY**

**MONTHLY RECORD FOR FOG RESULTS**

**FOG RESULTS**

**Mescalero, New Mexico**

Collection Date	N-Hexane Extractable	Location
10/9/2024	24.0	IMG - Carrizo Canyon
10/9/2024	9.10	Palmer Loop

**Ruidoso, New Mexico**

Collection Date	N-Hexane Extractable Material	Location
10/9/2024	32.0	Metering Station

**FOG RESULTS (RWWTP - INFLUENT)**

**Ruidoso Downs, New Mexico**

Collection Date	N-Hexane Extractable	Location
10/9/2024	26.0	Wastewater Treatment Plant

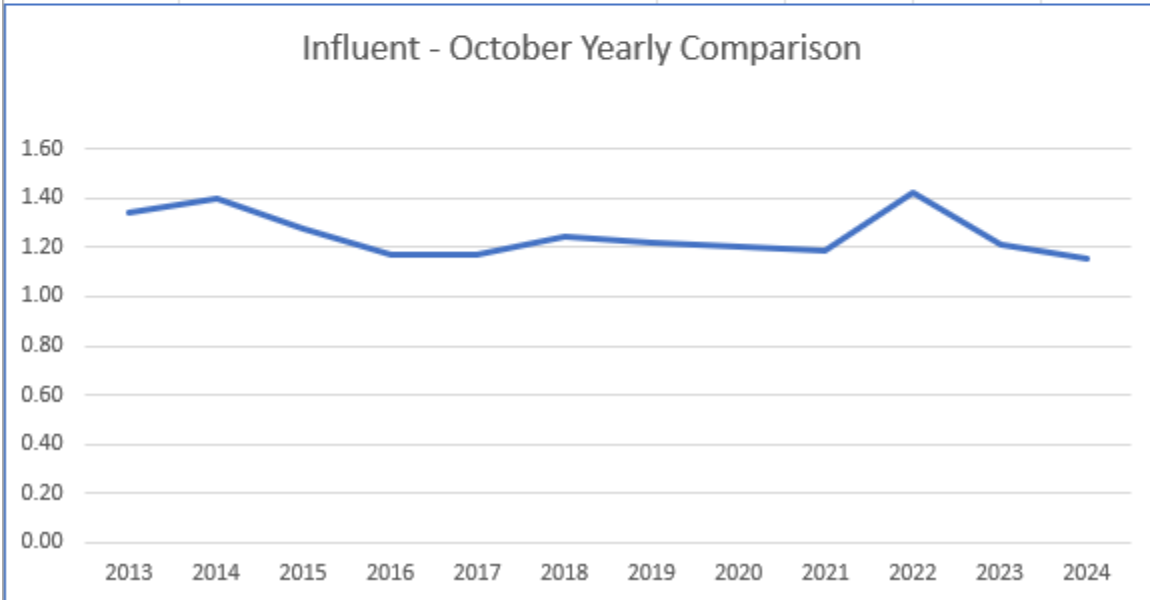


## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - October Yearly Comparison

2013	1.34
2014	1.40
2015	1.28
2016	1.17
2017	1.17
2018	1.24
2019	1.22
2020	1.20
2021	1.19
2022	1.42
2023	1.21
2024	1.15

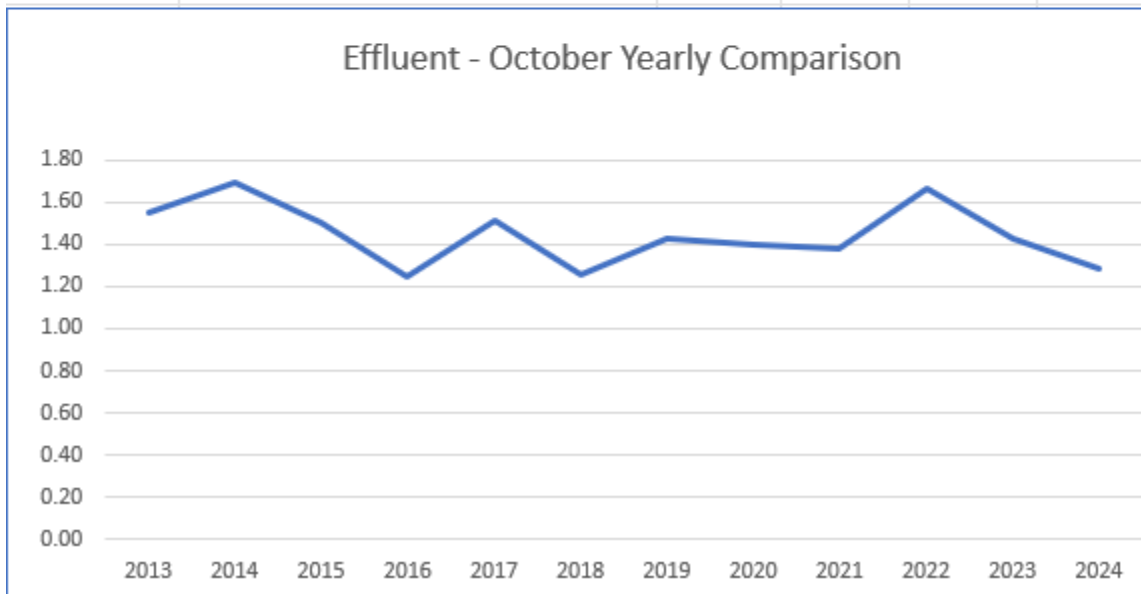


## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Effluent - October Yearly Comparison

2013	1.55
2014	1.69
2015	1.50
2016	1.25
2017	1.51
2018	1.26
2019	1.43
2020	1.40
2021	1.38
2022	1.66
2023	1.43
2024	1.28

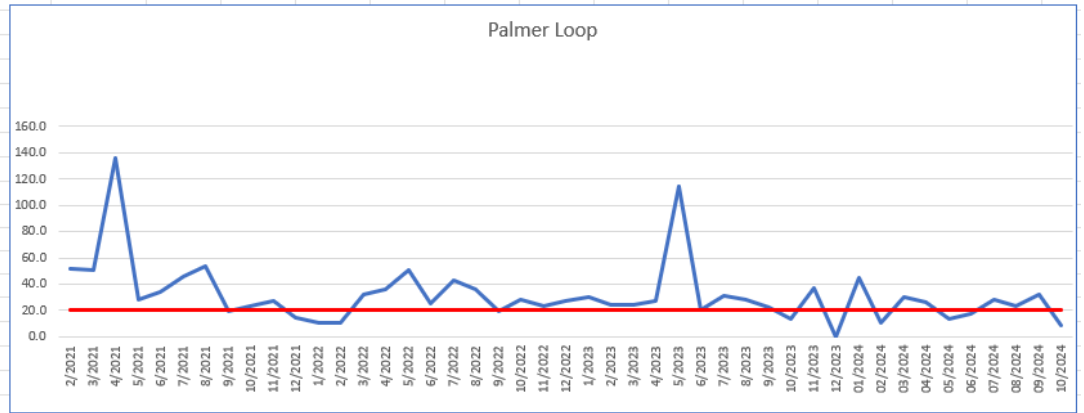


**Manager's Report - RWWTP**

FOG Results - Palmer Loop

October 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
2/2021	51.7	20
3/2021	50.6	20
4/2021	136.0	20
5/2021	28.2	20
6/2021	33.8	20
7/2021	46.4	20
8/2021	54.2	20
9/2021	19.7	20
10/2021	23.3	20
11/2021	27.4	20
12/2021	14.7	20
1/2022	10.9	20
2/2022	10.6	20
3/2022	32.0	20
4/2022	35.7	20
5/2022	50.9	20
6/2022	25.4	20
7/2022	43.1	20
8/2022	35.8	20
9/2022	19.2	20
10/2022	28.5	20
11/2022	23.7	20
12/2022	27.7	20
1/2023	30.1	20
2/2023	24.7	20
3/2023	24.2	20
4/2023	27.4	20
5/2023	114.0	20
6/2023	20.3	20
7/2023	31.7	20
8/2023	28.1	20
9/2023	22.1	20
10/2023	13.2	20
11/2023	37.1	20
12/2023	N/A	20
01/2024	45.3	20
02/2024	10.3	20
03/2024	30.0	20
04/2024	26.0	20
05/2024	14.0	20
06/2024	18.0	20
07/2024	28.0	20
08/2024	23.0	20
09/2024	32.0	20
10/2024	9.10	20

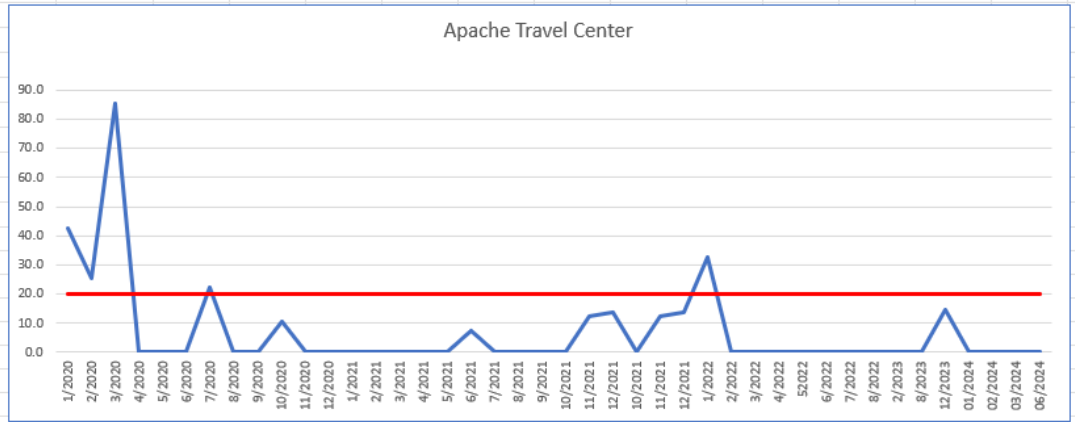


**Manager's Report - RWWTP**

FOG Results - Apache Travel Center

October 2024

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

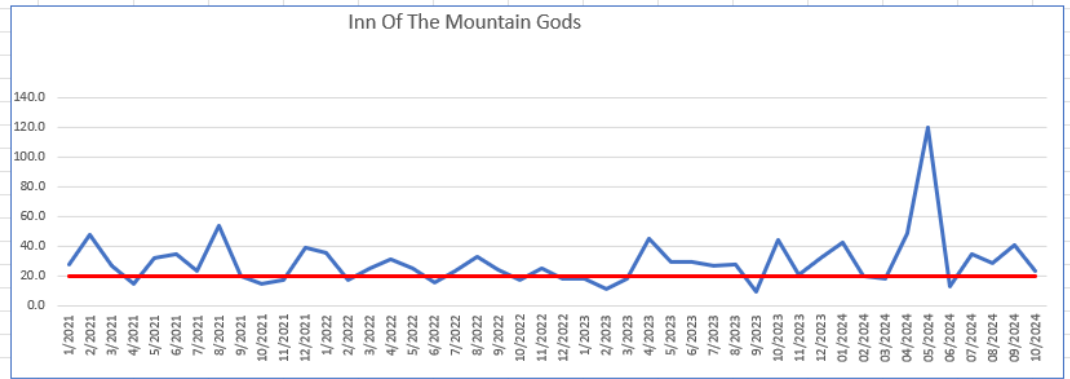


**Manager's Report - RWWTP**

FOG Results - Inn of The Mountain Gods (IMG)

October 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	27.9	20
2/2021	47.8	20
3/2021	27.0	20
4/2021	14.6	20
5/2021	32.0	20
6/2021	34.5	20
7/2021	23.5	20
8/2021	54.2	20
9/2021	20.0	20
10/2021	14.9	20
11/2021	17.4	20
12/2021	39.0	20
1/2022	35.5	20
2/2022	17.2	20
3/2022	25.3	20
4/2022	31.7	20
5/2022	25.3	20
6/2022	15.7	20
7/2022	23.6	20
8/2022	32.9	20
9/2022	24.9	20
10/2022	17.5	20
11/2022	25.7	20
12/2022	18.7	20
1/2023	18.1	20
2/2023	11.8	20
3/2023	18.0	20
4/2023	45.1	20
5/2023	29.5	20
6/2023	29.5	20
7/2023	27.2	20
8/2023	28.0	20
9/2023	9.44	20
10/2023	44.5	20
11/2023	21.1	20
12/2023	31.9	20
01/2024	42.8	20
02/2024	20.0	20
03/2024	18.0	20
04/2024	49.0	20
05/2024	120.0	20
06/2024	13.0	20
07/2024	35.0	20
08/2024	29.0	20
09/2024	41.0	20
10/2024	24.0	20

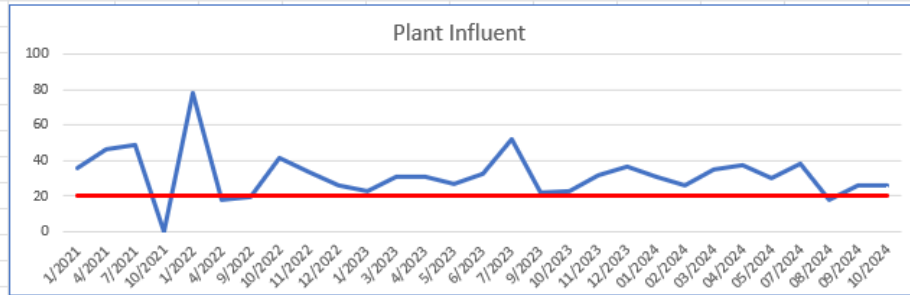


## Manager's Report - RWWTP

### FOG Results - Plant Influent

October 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	35.7	20
4/2021	46.4	20
7/2021	49.0	20
10/2021	ND	20
1/2022	77.9	20
4/2022	18.2	20
9/2022	19.4	20
10/2022	41.3	20
11/2022	33.3	20
12/2022	25.6	20
1/2023	23.1	20
3/2023	31.2	20
4/2023	30.7	20
5/2023	26.8	20
6/2023	32.8	20
7/2023	52.0	20
9/2023	21.8	20
10/2023	22.5	20
11/2023	31.9	20
12/2023	36.8	20
01/2024	30.9	20
02/2024	26.2	20
03/2024	35.0	20
04/2024	37.0	20
05/2024	30.0	20
07/2024	38.0	20
08/2024	18.0	20
09/2024	26.0	20
10/2024	26.0	20

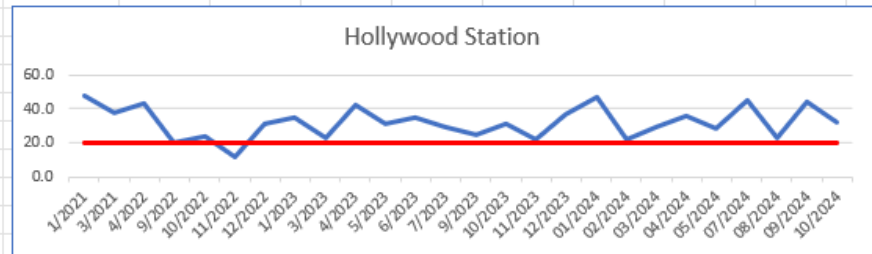


## Manager's Report - RWWTP

### FOG Results - Hollywood Station

October 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
1/2021	48.0	20
3/2021	38.0	20
4/2022	42.9	20
9/2022	20.5	20
10/2022	24.0	20
11/2022	11.5	20
12/2022	30.8	20
1/2023	34.5	20
3/2023	22.5	20
4/2023	41.9	20
5/2023	31.6	20
6/2023	34.8	20
7/2023	29.0	20
9/2023	24.5	20
10/2023	31.3	20
11/2023	21.6	20
12/2023	36.7	20
01/2024	47.1	20
02/2024	21.7	20
03/2024	29.0	20
04/2024	36.0	20
05/2024	28.0	20
07/2024	45.0	20
08/2024	23.0	20
09/2024	44.0	20
10/2024	32.0	20

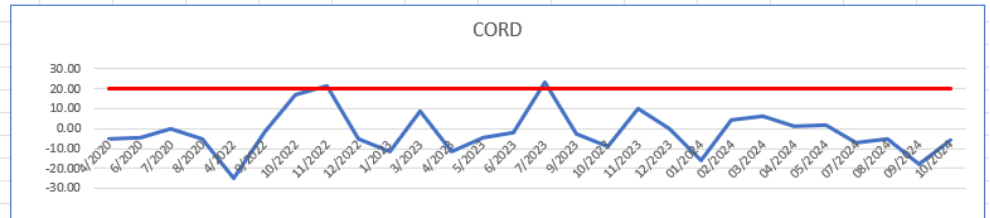


## Manager's Report - RWWTP

FOG Results - CORD

October 2024

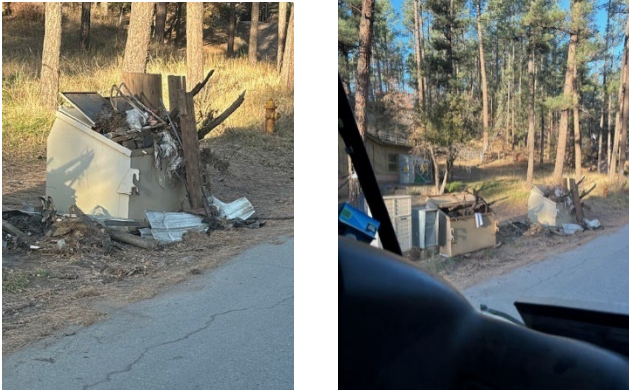
Collection Month/Year	Results (mg/L)	Target (mg/L)	
4/2020	-5.30	20	20.3-25.6
6/2020	-4.60	20	28.6-33.2
7/2020	N/A	20	32.5
8/2020	-5.20	20	37.1-31.9
4/2022	-24.7	20	18.2-42.9
9/2022	-1.10	20	19.4-20.5
10/2022	17.3	20	41.3-24.0
11/2022	21.8	20	33.3-11.5
12/2022	-5.20	20	25.6-30.8
1/2023	-11.4	20	23.1-34.5
3/2023	8.70	20	31.2-22.5
4/2023	-11.2	20	30.7-41.9
5/2023	-4.80	20	26.8-31.6
6/2023	-2.00	20	32.8-34.8
7/2023	23.0	20	52.0-29.0
9/2023	-2.70	20	21.8-24.5
10/2023	-8.80	20	22.5-31.3
11/2023	10.3	20	31.9-21.6
12/2023	0.10	20	36.8-36.7
01/2024	-16.2	20	30.9-47.1
02/2024	4.50	20	26.2-21.7
03/2024	6.00	20	35.0-29.0
04/2024	1.00	20	37.0-36.0
05/2024	2.00	20	30.0-28.0
07/2024	-7.00	20	38.0-45.0
08/2024	-5.00	20	18.0-23.0
09/2024	-18.0	20	26.0-44.0
10/2024	-6.00	20	26.0-32.0



## SOLID WASTE

### Solid Waste

- The department has 1 refuse truck down.
- The department is down one driver and will have another one retiring at the end of next month.
- Grapple pick up has picked back up.
- The department still has 1 grapple truck down.
- The department is still struggling with illegal dumping of flood debris inside the dumpsters.



### Universal Waste Systems Statistics:

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

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

Fiscal Year		Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads
<b>2024/2025</b>				
JUL		4,090.00	\$37,055.40	191
AUG		3,377.00	\$30,396.30	160
SEP		3,456.00	\$31,311.36	165
OCT		0.00	\$0.00	0
NOV		0.00	\$0.00	0
DEC		0.00	\$0.00	0
JAN		0.00	\$0.00	0
FEB		0.00	\$0.00	0
MAR		0.00	\$0.00	0
APR		0.00	\$0.00	0
MAY		0.00	\$0.00	0
JUN		0.00	\$0.00	0
	TOTAL	<b>10,923.00</b>	<b>\$98,763.06</b>	<b>516</b>
<b>TONS</b>		<b>1638.45</b>		

**Lincoln County Waste Transfer Statistics:**

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



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

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE-TAX FEE
<b>2024/2025</b>			
MARCH	26	164.26	\$9,847.39
APRIL	30	173.89	\$10,424.71
MAY	29	171.55	\$10,284.42
JUNE	20	126.55	\$7,586.67
JULY	27	170.97	\$10,249.65
AUGUST	23	134.50	\$8,063.28
SEPTEMBER	22	104.66	\$6,274.37
OCTOBER	15	98.10	\$5,881.10
NOVEMBER	0	0.00	\$0.00
DECEMBER	0	0.00	\$0.00
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	<b>192</b>	<b>1,144.48</b>	<b>\$68,611.59</b>

**Gavilan Canyon Transfer Station:**

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

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

Fiscal Year		Solid Waste Tonnage	Fee	Loads
<b>2024/2025</b>				
JUL		1,111.64	\$18,849.41	46
AUG		938.31	\$15,904.37	42
SEP		862.67	\$14,643.57	38
OCT		0.00	\$0.00	0
NOV		0.00	\$0.00	0
DEC		0.00	\$0.00	0
JAN		0.00	\$0.00	0
FEB		0.00	\$0.00	0
MAR		0.00	\$0.00	0
APR		0.00	\$0.00	0
MAY		0.00	\$0.00	0
JUN		0.00	\$0.00	0
	<b>TOTAL</b>	<b>2,912.62</b>	<b>\$49,397.35</b>	<b>126</b>

## **STREETS**

- **Trimming:**
  - Brush/ Tree Trimming: stump removal:
- **Speed Limit, Street Name & Safety Signs:** (“One Call” Marking – Installation - Repair)
  - Signs: Main, Johnson, Sudderth/1<sup>st</sup>, Ponderosa/Brady Canyon, Flume/Main, Johnson Road,
  - Graffiti:
  - Mirror:
- **Road & Right of Way Maintenance:** (Motor Grader - Backhoe Dirt Work)
  - Haul Dirt/ Aggregates/Cold Mix/Millings: Perk Canyon, Maple,

- Jersey Barrier/Orange Barricades:
- Cut Road In:
- Shoulder Work/Pick up Debris: Maple
- Water Dept. Debris Pile:
- Install/Haul Rip Rap: from 2 Rivers
- Flood Watch/Debris Removal/Clean Roads:
- **Drainage Issues: (Ditch Cleaning – Culvert Maintenance – Berm Construction)**
  - Clean Ditches/Culverts/Debris Dams: Meander, Gila Place, East Santa Rosa, Perk Canyon,
  - Drainage/Wash Outs: Perk Canyon
  - Repair / Install Berm/Swale/Install Culvert: Maple
  - Clean/Repair/ Drop Inlet/Debris Dam: village wide.
- **Utility Cuts:(Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)**
  - Haul Millings:
  - Fix Sunken Street Cuts:
  - Street Cuts:
  - Cold Mix fills: East Redwood,
- **Sweeping Streets:**
  - Swept: Sudderth, Cree Meadows, Country Club, Maple
- **Blade Work / Blade Patching: Repairing Dirt Roads/ Hot Mix Patching**
  - Blade Work/Gravel/Base Course/Millings:
  - Blade Patching:
  - Driveway Apron/Driveway Plow Damage:
  - Cold Mix/Millings on Road: Perk Canyon,
  - Making Cold Mix: Cold Mix Made
  - Road/Parking Lot Prep/Repair: Perk Canyon, Village Hall
- **Pothole Patching:**
  - White Mountain, Paradise, Coconino, Angeles, Skyview, Rio, Signal Peak, Eagle, George P White, Sequoia, Olympia, Warwick, Sunrise Court, Santa Rosa, Worcester, Course View, Swallow, Oxford, Chelsea, Lost Mountain/Chelsea, B/2<sup>nd</sup>, Resort, McBride, High Loop, Royal, Wildwood, Mustang, LL Davis, White Mountain Meadows, Vienna Terrace
- **COOP Project:**
  - Pave:
  - Clean Ditches:
  - Sweep:
- **Snow/Ice/Plowing**
- **Assisting Other V.O.R. Departments/ Entities:**
  - Traffic Control Barriers/Cones: Aspencade Parade
  - Traffic Control Barriers/Cones: Midtown Halloween Activities
  - Haul Pipe for Sewer Department
- **Over the Street Banners:**
  - 4x4 Rally
  - Christmas Jubilee
- **Guardrail Installation/Maintenance/Repair/ Bridge Maint. /Repair:**
  - Repair/Install/Reflectors/Delineators:
  - Bridge Safety Features:
  - Install Flashing Lights:
  - Guardrail Maintenance: Main Bridge #2, North Grindstone

- Cones/Barricades:
- Bridge Crossing Repair:
- **Paving/Chip Sealing/Fog Seal:**
  - Pave:
  - Chip Seal:
  - Fog Seal:
- **Stripe Public Parking Lots & Streets & Curbs**
  - Curbs:
  - Stripe: Cree Meadows, Gavilan, Paradise, Hull, Warrior, Wingfield, Center, Evergreen, Mescalero Trail,
  - Prep Paint Truck: Stripe various village roads.
- **Street Department News:**
  - Clean & Maintenance Equip. & Trucks
  - Department Participated in Aspencade Parade
  - Zia Gas Training
  - Heavy Equipment Operators: Open
  - Maintenance Worker I: Open
- **Driveway Permits:**
  - Driveway Permits:
  - Red Tag Driveways:
- **General Street Repair and Drainage Work Orders:** The goal is to keep these issues moving in a timely manner.

**Future / Ongoing: Assignments and Projects are as follows:**

Project # & Location:	Project Funds:	Type of Fund Recv'd.:	Completion Deadline:	Current Status:
COOP 23-24	Application to be submitted 2/14/23. To council Asking 25% \$76,212.00 75%\$228,636.00 Total=\$304,848.00	Received: \$257,077 VOR 25% \$64,269 NMDOT 75% \$192,808	12/31/2024 12/31/2025	Resolution to council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension.
MAP 2025	Application submitted 2/16/24 to Council. Asking 25%\$94,491.25 75%\$283,473.75 Total=\$377,965	Received: \$377,965 VOR 25% \$94,491 NMDOT 75% \$283,474	6/30/2026	Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding
COOP 2025	Application to be submitted 2/16/24. To council Asking: 25% \$83,591.25 75% \$250,773.75 Total=\$334,365.00	Received: \$334,365.00 VOR 25% \$83,591 NMDOT 75% \$250,774	12/31/2025	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding

**WATER DISTRIBUTION / WASTEWATER COLLECTIONS**

Meter crew  
 Meter cans replaced – 21  
 Leaks – 203  
 Work orders completed – 218  
 Water shutoffs – 67

Sewer crew

Sewer line rodding total feet – 1850

Sewer service lines rodded in feet – 400

Sewer main line rodded in feet – 1450

Sewer blockages – 6

Customer blockages – 3

VOR blockages – 3

Sewer repairs – 4

Manhole – 2

Lines – 2

Water Crew

Service taps ¾ inch and 2 inch – New – 4

2 inch line repairs – 3

6 inch line repairs – 1

Replace fire hydrant – 1

## **WATER PRODUCTION**

**Top priorities for Water Production** – Tank Restoration Phase 1, Alto Lake Dam Analysis Evaluation and Design, Upper Canyon Diversion Project, & Two Rivers rehabilitation design.

- **Eagle Creek Diversion** – Diverting – **101 gpm** into Alto Reservoir (it depends on the ntu's).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at 5.82 cfs)
- **Grindstone Reservoir level Elevation** – **6890.6 – 28.97' (from spillway)**.
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan, Fault, and Brown Well.
- **Alto Lake Dam** – The revised Alternative analysis evaluation and design scope was approved by OSE-DSB, and they are assisting us with funding opportunities for the design.
- **Little D Tank Rehabilitation Project** – New roof, floor, ladders, target assembly, manway, and vent was installed, the sand blasting crew will start soon.
- **Back Wash Tank – 21.75'**
- **Grindstone Lake Temp – 51.4 °F.**
- **Sanitary Survey – The survey was completed on 10/30/24 and it went well, no significant deficiencies were found.**
- **Kyle Hawk** - Started on 10/21/24 as a maintenance technician.

## **Plant #4**

- Grindstone Tank level (3 million) = **47.81' / 51.9' (Overflow)** (11/05/24).
- Raw Water = **632,000 gallons** (11/05/24).
- Water produced = **611,000 gallons** (11/05/24).
- Completed monthly fire extinguisher inspections at plant 4 on 10/24.
- Performed yard maintenance and plant cleanup.
- Plant operators are keeping a close eye on polymer flow rates.
- The actual % TOC removal was 23.3%.
- Operating all four filters at 120 gpm.
- Backwashes at Plant 4 - Filter 1 – Thirteen times, Filter 2 – Eight times, & Filter 3 - Nine times  
Filter 4 – Ten times.

- Generator test (without load) is every Wednesday at 9:00 a.m. (SCADA alarms when generator starts and shuts down).
- Generator test (with load) is once a month on the first at 9:00 a.m.

### **Plant #3**

- West Alto Tank level (5 million each) = **57.10' / 57.2' (Overflow)** (11/05/24).
- East Alto Tank level (5 million each) = **56.36' / 57.2' (Overflow)** (11/05/24).
- Water production – **1,444,000 gallons** (11/05/24).
- Raw water to plant – **1,501,000 gallons** (11/05/24).
- Completed monthly fire extinguisher inspections at plant 3 on 10/24.
- Water Plant Operators are running Zeta Potential Analysis daily.
- Eagle Creek flow - **101.0 gpm**.
- Working on fence repairs.
- Maintenance crews are performing plant cleanup.
- Operators are utilizing potential data to make polymer adjustments to optimize plant performance.
- Eagle Creek Diversion – Jack Johnson installed (2) new intakes on 09/30/2024.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Backwashes at Plant 3 - Filter 1 – Two times, Filter 2 – One time, & Filter 3 - Two times. The backwashes are lower since there is little surface water available.
- The actual % TOC removal was 7.1%.
- The stucco repair at Alto WTP is completed but still needs to be painted.
- The inside wall repair at Alto WTP is still pending but should be completed within the next two weeks.

### **Wells/Booster Stations & Misc. Items**

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 10/24.
- North Fork Wells – The analog output module at the NF control building was replaced.
- Monitoring PRV's daily and repairing as needed.
- The double wide at Cherokee well/interconnect was demolished on site and debris was hauled off.

### **Projects**

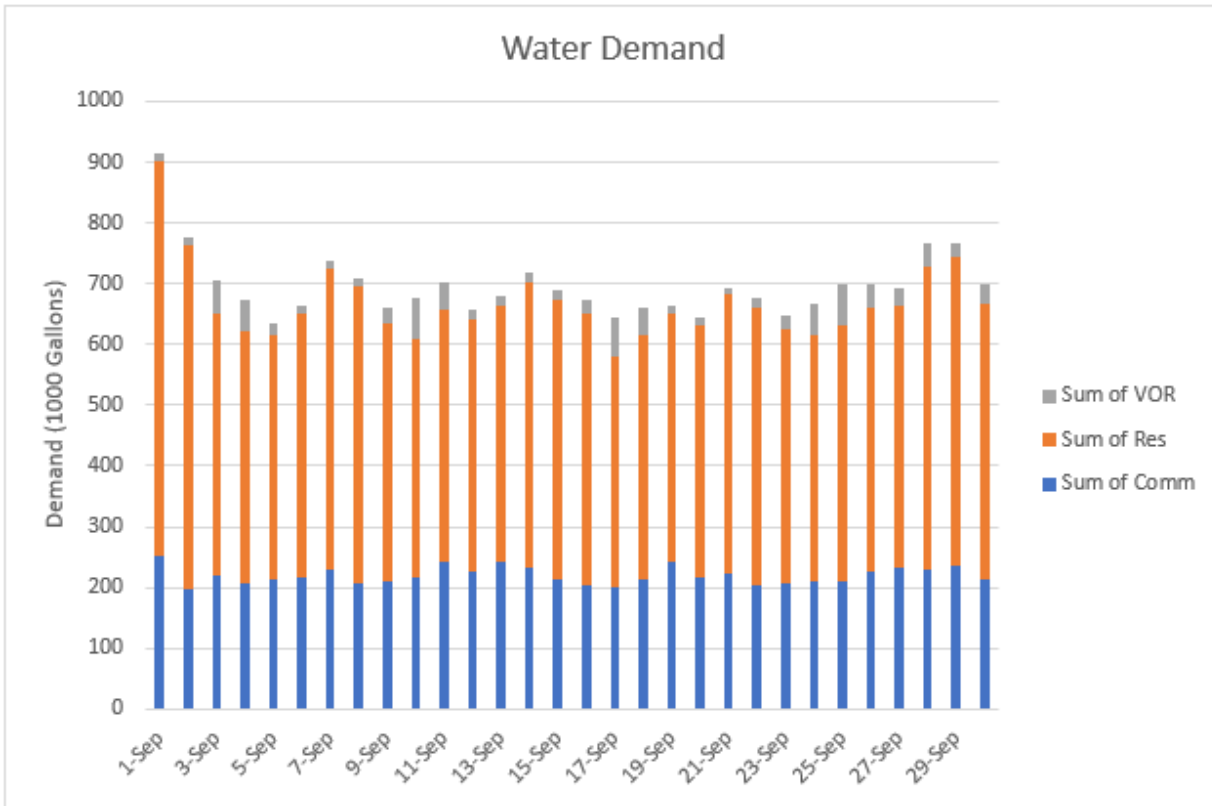
- The Upper Canyon Diversion Rehabilitation/Upgrade Project has started.
- Little D tank rehabilitation project – The installation of the new roof, floor, ladder, manway, target assembly, and vent are completed.
- Little D tank rehabilitation project - The sand blasting crew will be starting on the inside of the tank the week of 11/4/24.
- I received a revised cost proposal from AECOM for the Alternatives Analysis Evaluation and Design Scope for Alto Lake Dam.
- The (2) Alto and (2) Backwash Tanks were inspected (outside only) by D&R. The reports are in engineering review.

### **NMED/EPA/OSE**

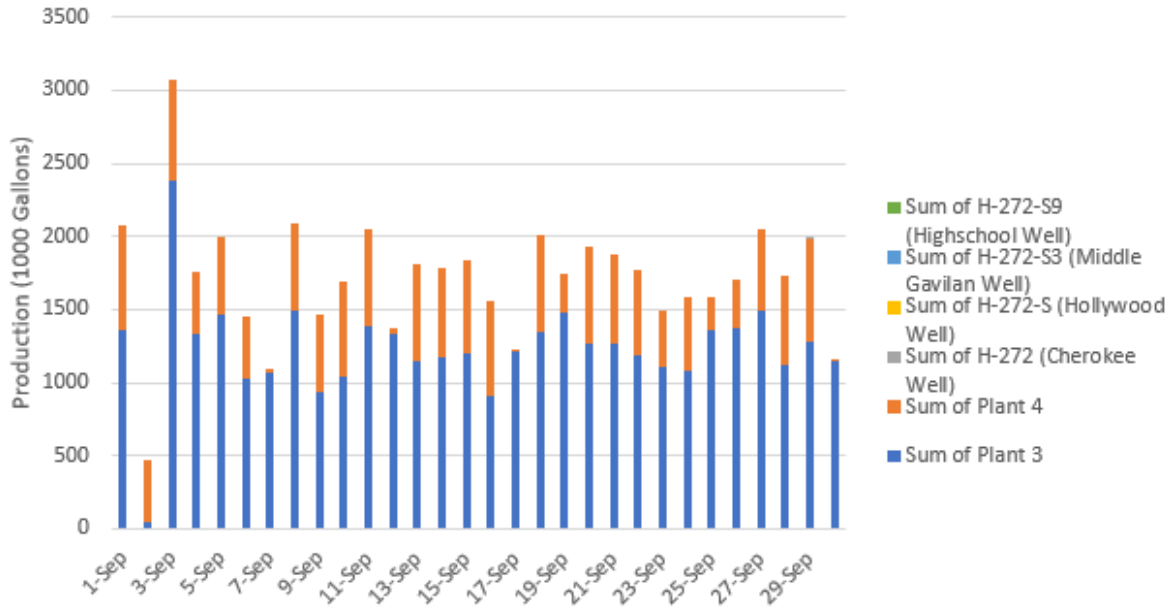
- Completed (20) Bac-T sampling for October.
- Completed May TOC samples for plant 3 & 4.
- Completed SUVA samples for October.

- Submitted MOR and TOC to NMED on 10/02/2024.
- Submitted Seepage data to NMOSE- DSB on 10/02/2024.
- Submitted AECOM's revised SOW for Alto DAM alternative analysis evaluation and design scope to NMOSE-DSB and it was approved.

**WATER RESOURCE**



# Water Production





# AGENDA MEMORANDUM

## Village of Ruidoso

Village Manager Report - 2.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Kerry Gladden - The Agency

**Meeting Date:** November 12, 2024

**Re:** Update on Village Website

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**Item Summary:**

Update on Village Website

**Financial Impact:**

N/A

**Item Discussion:**

Village Website

**Recommendations:**

Discuss Update on Village Website

# AGENDA MEMORANDUM

## Village of Ruidoso

Village Manager Report - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Michael Martinez, Deputy Village Manager

**Meeting Date:** November 12, 2024

**Re:** Update on 603 Mechem

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**Item Summary:**

Update on 603 Mechem

**Financial Impact:**

None

**Item Discussion:**

Update on 603 Mechem.

**Recommendations:**

None

# AGENDA MEMORANDUM

## Village of Ruidoso

Village Manager Report - 4.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Update on Parks and Recreation Winter Festivities

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**Item Summary:**

Update on Parks and Recreation Winter Festivities

**Financial Impact:**

None

**Item Discussion:**

Update on Parks and Recreation Winter Festivities

**Recommendations:**

None

# AGENDA MEMORANDUM

## Village of Ruidoso

Public Hearings - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Public Hearing for Ordinance 2024-05, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

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### **Item Summary:**

Public Hearing for Ordinance 2024-05, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

### **Financial Impact:**

None

### **Item Discussion:**

Public Hearing for Ordinance 2024-05, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

### **Recommendations:**

To Approve Ordinance 2024-05, an Ordinance Modifying Chapter 54 Land Use, Article IV- Flood Hazard Regulations, Sections 54-327 Basis for Establishing Areas of Special Flood Hazard, 54-329 Compliance with Article and Other Regulations and Section 54-338 Specific Standards.

### **ATTACHMENTS:**

Description

Ordinance 2024-05

# VILLAGE OF RUIDOSO

## ORDINANCE 2024-05

AN ORDINANCE AMENDING THE VILLAGE OF RUIDOSO MUNICIPAL CODE OF ORDINANCE; CHAPTER 54 LAND USE ARTICLE IV-FLOOD HAZARD REGULATIONS SECTIONS 54-327 BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD, 54-329 COMPLIANCE WITH ARTICLE AND OTHER REGULATIONS AND 54-338 SPECIFIC STANDARDS:

**WHEREAS** the Governing Body of the Village of Ruidoso is updating the Land Use ordinance within the Village of Ruidoso; and

**WHEREAS** the fire and flood events as a result of the 2024 Southfork and Salt Fires have proved that a revision of building within floodplain designations requires additional safeguards to protect and promote the health and safety of the community and the build-back efforts; and

**WHEREAS** the Village, in assistance to the Floodplain managers and watershed resource teams, is providing additional tools to assist in the floodplain management process; and

**WHEREAS**, the Governing Body of the Village of Ruidoso has determined that these amendments are necessary; and

**WHEREAS** the Planning Commission of the Village of Ruidoso conducted a duly advertised public hearing to consider this ordinance on September 3, 2024, and October 1, 2024, and the Planning Commission has unanimously recommended approval of the modification to Chapter 54, Article IV, Sections 54-327, 54-329 and 54-338.

**NOW, THEREFORE BE IT ORDAINED** by the Governing Body of the Village of Ruidoso that Chapter 54 sections 54-327, 54-329 and 54-338 are hereby amended by the addition of new text and modification or deletion of existing text as follows:

<b>Bold Underline</b> is text that is proposed for adoption. <del>Strike-out</del> is language deleted.
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### Chapter 54 – LAND USE

#### ARTICLE IV. – FLOOD HAZARD REGULATIONS

##### Sec. 54-327 – Basis for establishing areas of special flood hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Ruidoso," dated November 5, 2014, with accompanying flood insurance rate maps, **dated November 5, 2014 (Panel Numbers: 35027C2059E and 35027C2080E) and November 16, 2011 (Panel Numbers: 35027C1890D, 35027C1895D, 35027C2052D, 35027C2056D, 35027C2057D, 35027C2055D, 35027C2058D, 35027C2066D, and 35027C2067D)** and flood hazard boundary-floodway maps, and any revisions thereto, are hereby adopted by reference and declared to be a part of this article.

These additional resources can be used by the floodplain manager for the purpose of issuing a floodplain permit or determining floodplain BFEs or other required floodplain determination elements.

(1)estBFE Viewer.

(2)inFRM tools (interagency flood risk management).

**Sec. 54-329 – Compliance with article and other regulations**

No structure or land shall hereafter be located or altered or have its use changed without full compliance with the terms of this article and other applicable regulations. **All appropriate State and Federal permits have been obtained before the issuance of an approved permit by the Village of Ruidoso.**

**Sec. 54-338- SPECIFIC STANDARDS**

In all areas of special flood hazard where base flood elevation data has been provided as set forth in [section 54-327](#), [54-334](#)(8) or [54-337](#), the following provisions are required:

(1) *Residential construction.* New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated ~~to or~~ **a minimum of two feet** above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the enforcement officer that the standard of this subsection, as proposed in [section 54-335](#), is satisfied.

(2) *Nonresidential construction.* New construction or substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated ~~to or~~ **a minimum of two feet** above the base flood level, or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that such design, specifications and plans are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

(3) *Enclosures.* New construction and substantial improvements with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) a. Manufactured homes that are placed or substantially improved within zones A1—30, AH and AE on the community's FIRM on sites:

1. Outside of a manufactured home park or subdivision;
2. In a new manufactured home park or subdivision;
3. In an expansion to an existing manufactured home park or subdivision; or
4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood;

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated ~~to or~~ **a minimum of two feet** above the base flood elevation, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(5) *Recreational vehicles*. Recreational vehicles placed on sites within zones A1—30, AH and AE on the community's FIRM shall either:

- a. Be on the site for fewer than 180 consecutive days;
- b. Be fully licensed and ready for highway use; or
- c. Meet the permit requirements of this article and the elevation and anchoring requirements for manufactured homes in subsection (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

(6) *Evacuation plan*. A plan for evacuating residents of all manufactured home parks or subdivisions located within floodprone areas shall be developed and filed with and approved by the enforcement officer. (Code 1985, § 10-9-18; [Ord. No. 2014-09](#), 10-28-14)

Passed, Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Lynn D. Crawford, Mayor

SEAL

ATTEST:

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Jini Turri, Village Clerk



# AGENDA MEMORANDUM

## Village of Ruidoso

Public Hearings - 2.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Public Hearing for Consideration of a Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

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### **Item Summary:**

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

### **Financial Impact:**

None.

### **Item Discussion:**

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

### **Recommendations:**

To Approve Wine Grower Off-Site Liquor License to Pecos Flavors Winery, LLC for the Proposed Location at 1056 Mechem Dr., Ruidoso, NM.

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Appointment of Steven A. Minner as Chief of Police and Administration of Oath of Office.

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**Item Summary:**

Discussion and Possible Action on Appointment of Steven A. Minner as Chief of Police and Administration of Oath of Office.

**Financial Impact:**

None.

**Item Discussion:**

Discussion and Possible Action on Appointment of Steven A. Minner as Chief of Police and Administration of Oath of Office.

**Recommendations:**

To Approve Appointment of Steven A. Minner as Chief of Police and Administration of Oath of Office.

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 2.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action 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.

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### **Item Summary:**

Discussion and Possible Action 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 Approve 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
<b>Grant Allocation Notification</b>	<ul style="list-style-type: none"> <li>- <i>SAVE</i> and/or <i>PRINT</i> a copy for your records.</li> </ul>
<b>FY25 State Aid Grant Agreement</b>	<ul style="list-style-type: none"> <li>- 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.</li> <li>- 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.</li> <li>- <i>Grant agreements</i> must be electronically signed via DocuSign by <b>January 6, 2025</b>.</li> </ul>
<b>4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016</b>	<ul style="list-style-type: none"> <li>- <i>SAVE</i> and/or <i>PRINT</i> copies for your records.</li> <li>- Ensure compliance with all requirements this year, to remain eligible for FY26 funding.</li> </ul>
<b>State Grants-in-Aid Expenditures Guidance Sheet - Revised October 2024</b>	<ul style="list-style-type: none"> <li>- <i>SAVE</i> and <i>PRINT</i> a copy for your records.</li> <li>- 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.</li> <li>- Provide a copy to finance and any other individuals that are involved with purchases for the library.</li> </ul>
<b>State Aid Expenditures Tracking Sheet - <i>This will arrive in a separate email labeled as such</i></b>	<ul style="list-style-type: none"> <li>- When received, <i>SAVE</i> the spreadsheet, and use it to track/maintain accurate records for FY25 state aid expenditures.</li> <li>- 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.</li> </ul>
<p><b>What Happens Next?</b></p> <p>Email <a href="mailto:Carmelita.Aragon@dca.nm.gov">Carmelita.Aragon@dca.nm.gov</a> with questions</p>	<ul style="list-style-type: none"> <li>- 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.</li> <li>- <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.</li> <li>- 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.</li> <li>- <b>Spend ALL</b> FY25 state aid funds in compliance with the 4.5.2 NMAC <b>by June 30, 2025</b>.</li> </ul>


**NEW MEXICO STATE LIBRARY**

1209 Camino Carlos Rey • Santa Fe, NM 87507

**FY2025 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION**

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

Regular Items - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Adam Sanchez, Public Works Director

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action 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.

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### **Item Summary:**

Discussion and Possible Action 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 Approve 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:

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

- 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

Regular Items - 4.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ron Sena, Village Manager

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action 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 \$1,699,976.05 Including NMGRT.

---

### **Item Summary:**

Discussion and Possible Action 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 \$1,699,976.05 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 Approve 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  
Task Order & Scope  
EDA Grant

**TASK ORDER  
FROM  
VILLAGE OF RUIDOSO  
TO  
BOHANNAN HUSTON, INC.**

1. **Task Order Number:** RFP-2024-003P-BH-03
2. **Title:** US 70/NM 48 Intersection Design
3. **Project Number:** \_\_\_\_\_
4. **Location:** US 70/NM 48 Intersection
5. **Scope of Services Required:** Scope of Services and Associated Fees Attached
6. **Village Contact:** Ronald Sena  
**Bohannan Huston Contact:** Kurt D. Thorson, P.E.
7. **Estimated Performance Time:** \_\_\_\_\_
8. **Estimated Cost:** Not to Exceed \$1,699,976.05, Including NMGRT
9. **The parties hereto executed the original Task Order on: (date)** \_\_\_\_\_

\_\_\_\_\_  
**Lynn D. Crawford**  
**Mayor**  
**Village of Ruidoso**

\_\_\_\_\_  
**Kurt D. Thorson, P.E.**  
**Senior Vice President**  
**Traffic & Transportation**  
**Bohannan Huston, Inc.**

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

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

**Attest:** \_\_\_\_\_  
**Jini S. Turri**  
**Village Clerk**

November 6, 2024

Mr. Ron Sena  
Village Manager  
Village of Ruidoso  
313 Cree Meadows Dr.  
Ruidoso, NM 88345

Re: Task Order Request #1 - US70 / NM 48 Intersection Design  
Task Order # 2024-003P-03

Dear Ron:

Attached is the task order for the US 70 / NM 48 Intersection Design. The estimated fee for this task will be \$1,699,976.05 including 7.625% GRT.

We look forward to working with you and the rest of the Village staff on this project. If you have any questions or need any additional information from us, please don't hesitate to contact me.

Sincerely,



Kurt D. Thorson, P  
Senior Vice President  
Traffic & Transportation

Leslie Small  
Chief Operating Officer  
Bohannon Huston Inc.

*Leslie Small*

KDT/CV/jma

Attachment

cc: Logan Brandenburg, BHI

**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 Bohannon 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 storm drain and 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.

**SCOPE OF SERVICES AND ASSOCIATED FEES  
US 70 / NM 48 INTERSECTION DESIGN  
TASK ORDER #2024-003P-03  
TO: RON SENA  
NOVEMBER 6, 2024  
PAGE 4 OF 8**

**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.

Draft Preliminary, Draft Final, 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 7 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. Private utility conflicts are assumed to need relocation plans (by others).

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

**SCOPE OF SERVICES AND ASSOCIATED FEES  
US 70 / NM 48 INTERSECTION DESIGN  
TASK ORDER #2024-003P-03  
TO: RON SENA  
NOVEMBER 6, 2024  
PAGE 5 OF 8**

preferred alt will still work well) Project limits will be along NM 48 from the intersection with Mescalero 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 as well as new and/or modified inlet on US70)

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

- 11-series: Existing utilities sheets
- 13-series: Cross sections

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  
US 70 / NM 48 INTERSECTION DESIGN  
TASK ORDER #2024-003P-03  
TO: RON SENA  
NOVEMBER 6, 2024  
PAGE 7 OF 8**

**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)

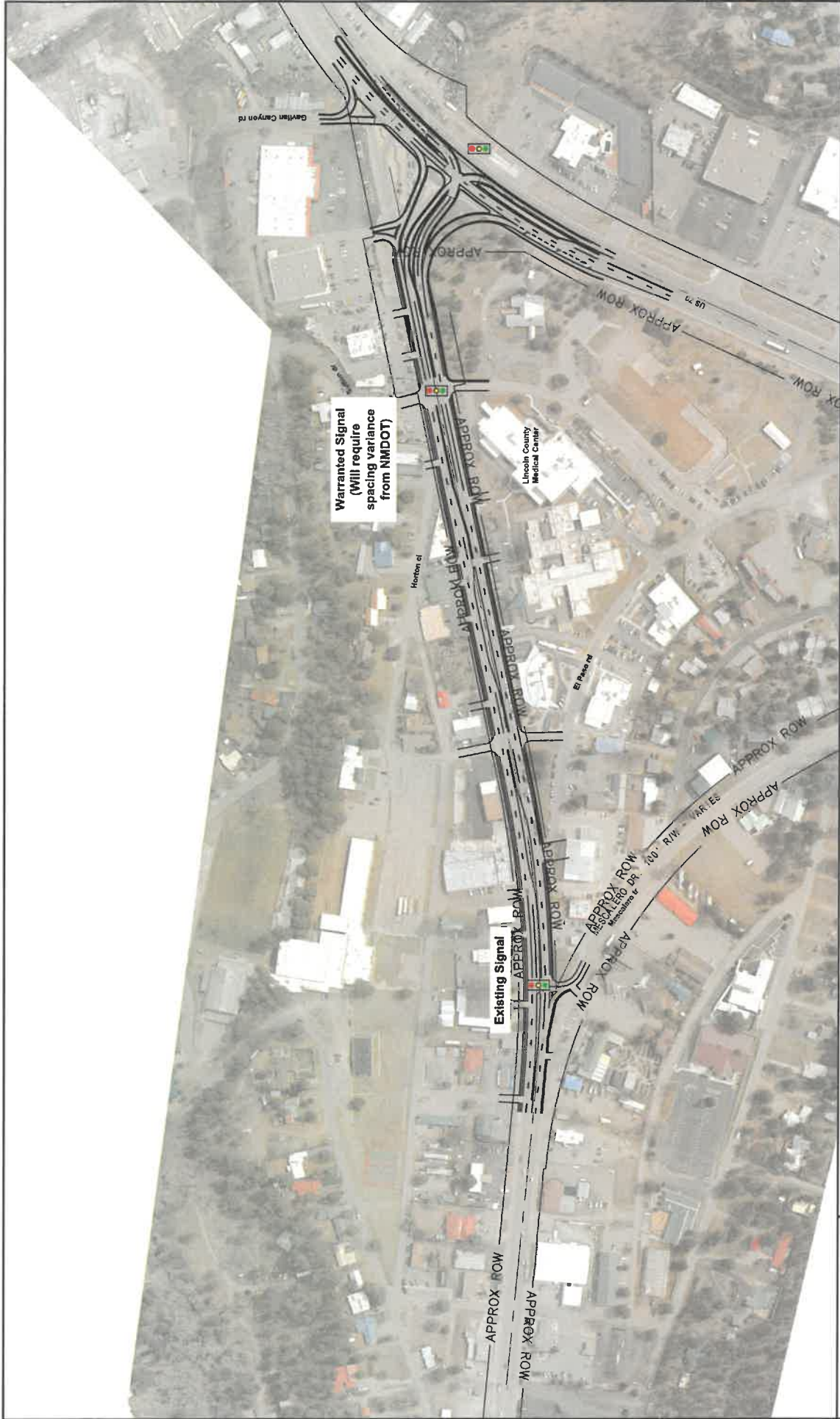
**Assumptions:**

- 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.
- 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

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

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
- This scope of work assumes private utility conflicts will require relocation plans (by others). Special inlet designs to avoid utility impacts are excluded in this scope of work.
- The scope assumes the Village will obtain and provide right of entry for the channel downstream of the intersection for survey and drainage evaluation.
- This scope assumes that the Village will provide as-bults for US 70 widening, NM 48 infrastructure and adjacent development.
- This scope assumes that the Village will provide H&H information for the Middle Rio Ruidoso and Cherokee Bill watersheds. This scope assumes that hydrographs from the Middle Rio Ruidoso and Cherokee Bill will be provided by others to be incorporated into BHI's models.
- SWMM modeling will not be needed. SWMM modeling takes additional effort, and if needed, may impact the scope and fee.
- Private utilities will relocate any utility conflicts with the storm drain. This scope does not include any special inlet designs to accommodate existing utilities.
- This scope does not include improvements to the downstream ditch/channel from the intersection CBC to the river. This downstream area is in an existing floodway and floodplain and this project will not improve the floodplain situation in this area (the downstream properties will remain in a floodway/floodplain.
- US 70 drainage solution assumes adding up to 7 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. Only one version (1D or 2D) of HEC-RAS will be utilized for the analysis and if a revision of that model (e.g. 2D to 1D) is required by FEMA or the community, the revision will be per a separate contract.
- 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. The existing flow across NM48 and through the properties to the north toward Rio Ruidoso will still occur for larger storm events and this drainage system will improve the condition but not prevent runoff from reaching these properties.



PROPOSED HIGH CAPACITY TEE  
INTERSECTION CONCEPT  
DESIGN FROM 2020 STUDY

US 70/NM 48 ROUNDABOUT FEASIBILITY AND LOCATION STUDY  
Village of Ruidoso, NM

**Bohannon & Huston**  
www.bhnc.com  
800.877.5332





ALTERNATIVE HIGH CAPACITY  
TEE INTERSECTION CONCEPT

US 70/NM 48 ROUNDABOUT FEASIBILITY AND LOCATION STUDY  
Village of Ruidoso, NM

**Bohannon**  **Huston**  
www.bhnc.com 800.877.8332





VILLAGE OF RUDOLPH  
UPPER MERIDIAN REGION  
TASK ORDER #2024-0314-03  
Proposed Fee and Staff Hour Estimate  
1/16/2024

Table with columns: Task, Description, Fee, Staff, Title, Hours, Rate, Total, and various sub-tasks. Includes sub-tasks for 80% Design, 90% Design, and Submittal Review.







VILLAGE OF HUDSON  
 UTR TASK ORDER #2524-037P43  
 Proposed Fee and Staff Hour Estimate  
 11/02/2014

Task	Task Description	Proposed Fee and Staff Hour Estimate											Total Hours	Direct Expenses	Labor Cost			
		Project Manager	Senior Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer				Design Engineer		
15	Task 10 - Meetings and Coordination	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	TR7ABD North Dakota Team Meeting (Transporation - Virtual)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
2	TR7ABD Draft Socioe Report Review Meeting (Virtual)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
4	TR7ABD Final Socioe Report Review Meeting (Virtual)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	TR7ABD 80% Review Meeting (Transporation - Virtual)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	TR7ABD 90% Review Meeting (Transporation - Virtual)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	TR7ABD Pre-FEIS Review Meeting (Virtual)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	TR7ABD Pre-FEIS Review Meeting (Virtual)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
6	TR7ABD Principal Oversight	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Subtotal Task 10		43	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47
Total		472	1242	92	1073	1872	1872	289	0	0	0	0	0	0	0	0	0	0
Direct Expenses + Labor																		
Markup																		
Including estimated GRT																		



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

**Fee Summary**

Task 1 - Survey and Mapping	\$ 74,048.25
Task 2 - Environmental	\$ 38,276.30
Task 3 - Public Involvement	\$ 67,135.00
Task 4 - Geotechnical	\$ 28,125.00
Task 5 - SUE & Utility Coordination	\$ 122,031.00
Task 6 - Drainage Analysis	\$ 410,154.60
Task 7 - Scoping Report	\$ 71,925.00
Task 8 - Roadway Design	\$ 440,900.00
Task 9 - Right-of-Way Mapping	\$ 265,011.25
Task 10 - Meetings and Coordination	\$ 61,930.00
	<b>PROJECT TOTAL</b> <u>\$ 1,579,536.40</u>
	Estimated GRT (7.625%) <u>\$ 120,439.65</u>
	<b>TOTAL FEE (including estimated GRT)</b> <u>\$ 1,699,976.05</u>



Corporate Headquarters  
9444 Balboa Avenue  
Suite 100  
San Diego, CA 92123  
619.702.1700  
619.702.1711 Fax

30 October 2024

Kurt Thorson  
Bohannon Huston  
7500 Jefferson Street NE  
Albuquerque, NM 87109

Subject: Environmental Compliance Services in Support of the Proposed NM 48/US 70 Interchange Improvements in Ruidoso, Lincoln County, New Mexico.

Dear Mr. Thorson:

Epsilon Systems Solutions, Inc. (Epsilon Systems) is pleased to submit a Firm Fixed Price (FFP) estimate of \$34,626.30 for Environmental Compliance Services in support of the proposed NM 48/US 70 Interchange Improvements in Ruidoso, Lincoln County, New Mexico.

The Scope of Work (SOW) assumes pedestrian archaeological and biological survey of the project area, to be defined in consultation with New Mexico Department of Transportation (NMDOT). Epsilon Systems will coordinate with the Hazardous Material Investigation Bureau (HMIB) and prepare an Initial Site Assessment (ISA) Letter. This effort will also include the preparation of an NMDOT-compliant Categorical Exclusion (CE), A Cultural Resources Report, Historic Cultural Property Inventory (HCPI) Form(s) for documented cultural resources, a NMCRIS Investigation Abstract Form (NIAF), and a Biological Assessment (BA). The SOW also assumes coordination with USACE and preparation of a Preconstruction Notification (PCN). Epsilon Systems will also provide assistance with the Public Involvement component of the project, taking part in two meetings.

Deliverables for this project will include:

1. Phase A/B Existing Environmental Conditions
2. NMDOT CE
3. ISA Letter/HMIB Coordination
4. Natural and Cultural Resource Surveys
5. Preparation of an NMDOT-compliant BA
6. USACE Coordination and PCN Preparation
7. Preparation of an NMDOT-compliant Cultural Resources Report, NIAF, and HCPI Form(s), as appropriate
8. Participation in two Public Meetings

If the scope of work is expanded by the project proponent, Bohannon Huston, etc., then the additional tasks will be covered under a change order to the contract.

It is anticipated that this effort will have a period of performance (POP) from the execution date to three months after the execution date.

An invoice shall be submitted upon completion of the effort. Payment terms will be NET 30 days.

LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES NOR FOR ANY LOSS OF GOODWILL, PROFITS, DATA, OR LOSS OF USE ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS CONTRACT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Should you have any questions, please contact the technical point of contact, Brad Beacham, via telephone at 575-528-8197 or via email at [beacham@epsilonsystems.com](mailto:beacham@epsilonsystems.com).

Sincerely,

*Tawnee Carrillo*

Tawnee Carrillo  
Contracts Administrator

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.**

**Bohannan Huston**

**Epsilon Systems Solutions, Inc.**

\_\_\_\_\_  
Kurt Thorson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tawnee Carrillo  
Contracts Administrator

\_\_\_\_\_  
Date



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.

*Capable | Flexible | Dependable*  
**"The New Standard in Quality and Service."**

## 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](mailto: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

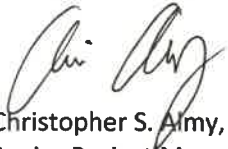
- Project located in Ruidoso, NM: Mobilization costs are included in the fees shown above.
- Survey effort associated with collecting SUE surface markings is included in the fees shown above.

- 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](mailto:calmy@comcast.net).

Sincerely,

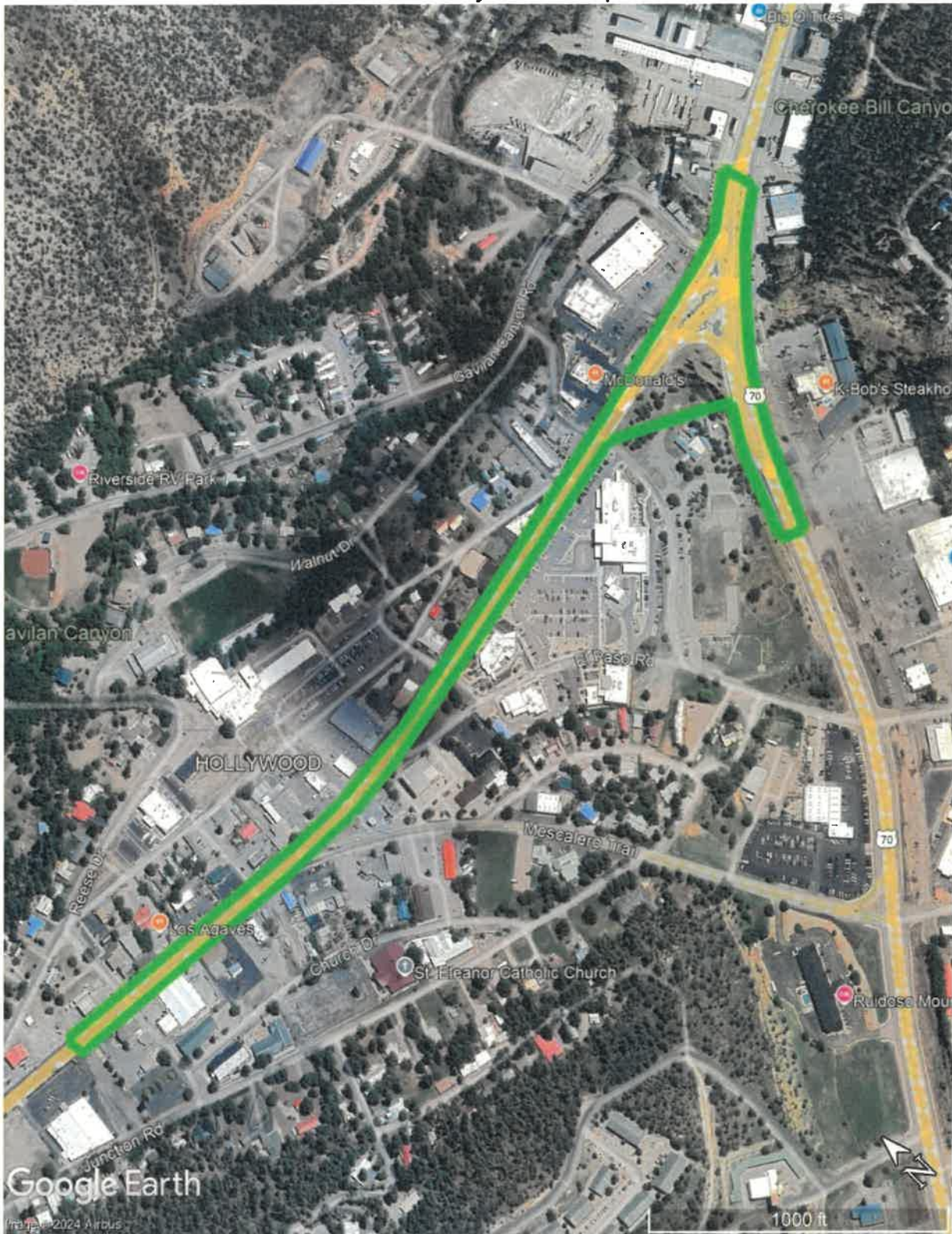
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Chris Almy".

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

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

Exhibit A – Project Limits Map





**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**

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 5.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Cheryl Gerthe, Human Resources Manager

**Meeting Date:** November 12, 2024

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

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### **Item Summary:**

Discussion and Possible Action 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 Approve 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

Regular Items - 6.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action 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 and Possible Action 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. The sirens will be installed at the following locations: (1) Upper Canyon, 1142 Main Rd. (2) Wax Pine at Davis (3) Pikes Peak (Water Tower) (4) Off Top of Camelot overseeing Hwy 70-Hell Hole (5) Gavilan Canyon and Hull Rd (6) Station 1 (7) Wingfield Park (8) 1085 Mechem Ruidoso Police Dept. and (9) Winter Park off of Ski Run Rd.

### **Recommendations:**

To Approve 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](http://www.omni-warn.com)

PHONE

1-833-360-9276

FOR

**Ruidoso, New Mexico**

TO

Eric Queller

EMAIL

[EricQueller@ruidoso-nm.gov](mailto: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

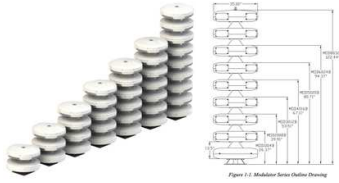
### Voice Capable Sirens

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.

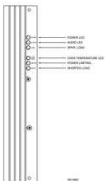


8,547.00  
x 3  
20% discount  
20,512.80

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](#)

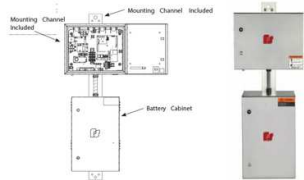
10,760.00  
x 3  
20% discount  
25,824.00

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

### AC Power Option

<p>2001TRBP  <b>Transformer Rectifier 48VDC</b></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  <b>Transformer Rectifier Install Kit</b></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  <b>Transformer Rectifier 24VDC</b></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  <b>Transformer Rectifier Install Kit</b></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  <b>Install Transformer &amp; AC Electrical Service</b></p> <p>Electrician will install electrical service for siren site.  Factory technician will install transformer rectifier.  Addition of necessary conduit &amp; wire for install.</p> <p>After discussion with PNM, electrical services must be installed underground with a rack system for meter base &amp; breaker panel.</p> <ul style="list-style-type: none"> <li>- PNM Approved Rack System</li> <li>- Meter Base (PNM approved commercial can with bypass)</li> <li>- 6-circuit NEMA 3 breaker enclosure</li> <li>- Grounding equipment</li> <li>- 2" PVC &amp; Fittings (Conduit ran to PNM Ped)</li> <li>- Up to 100' ditch (amended ditch price if area is to rocky)</li> <li>- Permit and labor</li> </ul>	<p>8,125.00  x 6  48,750.00</p>

### Installation & Commissioning

<p>TK-IO-CUSTINS-OW-CONTROL-POINT  <b>Install Service: Control Point</b></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"> <li>• Install new base station and interface with system</li> <li>• Optimize &amp; program control point.</li> </ul>	<p>3,250.00  x 1  3,250.00</p>
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<p>TK-IO-CUSTINS-SIREN  <b>Install Service: Warning Siren</b></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"> <li>• PNM to provide installation crew</li> <li>• PNM to provide digger truck</li> <li>• PNM to provide bucket truck</li> <li>• PNM to provide removal of old sirens</li> <li>• OmniWarn to assist PNM with installation of pole &amp; siren</li> <li>• OmniWarn to install and commission control cabinet</li> <li>• OmniWarn to provide digital voice chips &amp; custom messages</li> <li>• Adhering to established protocols for siren installations.</li> <li>• Erecting utility pole using industry-standard installation techniques</li> <li>• Performing on-site surveys and 811 locates for comprehensive project planning.</li> <li>• The authorized installer is responsible for providing trucks and essential hardware required for the installation.</li> </ul>	<p>1,875.00  x 6  11,250.00</p>
<p>TK-IO-CUSTINS-TRAVEL  <b>Travel Accommodations</b></p> <p>Travel, hotel, per diem - 7 days</p>	<p>3,750.00  x 1  3,750.00</p>
<p>ISYS-SYSOPT (C1-SETUP)  <b>CommanderOne Setup</b></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  <b>Shipping &amp; Handling</b></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;"><b>Total</b></p>	<p style="text-align: right;">309,447.54</p> <p style="text-align: right;"><b>\$309,447.54</b></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 <b>DC Controller 2 Way Upgrade Kit</b></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 <b>Antenna Mounting Bracket - Pole</b></p> <ul style="list-style-type: none"> <li>• Antenna bracket, pole mount</li> </ul>	<p>159.00 x 3 20% discount 381.60</p>
<p>OMNI-BVH-35 <b>Antenna Kit: 150-174MHZ VHF</b></p> <ul style="list-style-type: none"> <li>• Federal Signal high gain antenna kit with grounding plane.</li> <li>• High quality, corrosion-resistant components</li> <li>• Light weight, easy to ship and install</li> <li>• Compatible with (AMB-P) pole mount and (AMB-W) wall mount</li> <li>• 35ft LMR400 Coax, Type N male</li> </ul> 	<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](http://www.omni-warn.com)

### PHONE

1-833-360-9276

### FOR

**Ruidoso, New Mexico**

### TO

Eric Queller

### EMAIL

[EricQueller@ruidoso-nm.gov](mailto: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 <b>50ft Galvanized Steel Pole</b> <ul style="list-style-type: none"> <li>• 50ft Galvanized Steel Pole</li> <li>• Direct Bury</li> <li>• Poles provided by OmniWarn</li> </ul>	5,285.00 x 3 15,855.00
TK-IO-CUSTINS-OW-IK-SP-DCM <b>INSTALL KIT - STEEL POLE MATERIAL - MECHANICAL</b> Conduit, Wire, Grounding, Hardware, Etc.	768.75 x 3 2,306.25

### AC Power Option

2001TRBP <b>Transformer Rectifier 48VDC</b> 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 <b>Transformer Rectifier Install Kit</b> 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 <b>Install Transformer &amp; AC Electrical Service</b> 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"> <li>- PNM Approved Rack System</li> <li>- Meter Base (PNM approved commercial can with bypass)</li> <li>- 6-circuit NEMA 3 breaker enclosure</li> <li>- Grounding equipment</li> <li>- 2" PVC &amp; Fittings (Conduit ran to PNM Ped)</li> <li>- Up to 100' ditch (amended ditch price if area is to rocky)</li> <li>- Permit and labor</li> </ul>	8,125.00 x 3 24,375.00

### Siren Installation

<p>TK-IO-CUSTINS-SIREN  <b>Install Service: Warning Siren</b></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"> <li>• PNM to provide installation crew</li> <li>• PNM to provide digger truck</li> <li>• PNM to provide bucket truck</li> <li>• PNM to provide removal of old sirens</li> <li>• OmniWarn to assist PNM with installation of pole &amp; siren</li> <li>• OmniWarn to install and commission control cabinet</li> <li>• Adhering to established protocols for siren installations.</li> <li>• Erecting utility pole using industry-standard installation techniques</li> <li>• Performing on-site surveys and 811 locates for comprehensive project planning.</li> <li>• The authorized installer is responsible for providing trucks and essential hardware required for the installation.</li> </ul>	<p>2,250.00  x 3  6,750.00</p>
<p>TK-IO-CUSTINS-TRAVEL  <b>Travel Accommodations</b></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  <b>Shipping &amp; Handling</b></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  <b>Total</b></p>	<p style="text-align: right;">70,249.76  <b>\$70,249.76</b></p>

**Download PDF Quote**

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**Purchase Order Instructions**

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

## Remittance Instructions

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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 Siren 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

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 7.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Ronald Sena, Village Manager  
Adam Sanchez, Public Works Director  
Judi Starkovich, Finance Director

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC., in the Amount of \$1,817,550.00, Including NMGRT

---

### **Item Summary:**

Discussion and Possible Action on Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC, in the Amount of \$1,817,550.00, Including NMGRT.

### **Financial Impact:**

Amount is a reimbursable expense through FEMA public disaster reimbursement.

### **Item Discussion:**

Discussion and Possible Action on Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC, in the Amount of \$1,817,550.00, Including NMGRT.

Task Order RFP #2025-002P-01 is for a period of one (1) Year.

### **Recommendations:**

To Approve Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC, in the Amount of \$1,817,550.00, Including NMGRT.

### **ATTACHMENTS:**

Description  
Task Order

**TASK ORDER  
FROM  
VILLAGE OF RUIDOSO  
TO  
D.W. DUKES, LLC.**

1. **Task Order Number:** RFP-2025-002P-01
2. **Title:** Disaster Recovery Coordinator Professional Services
3. **Project Number:** Southfork Fire
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Scope of Work attached as Attachment "A"
6. **Village Contact:** Ronald Sena  
**D.W. Dukes, LLC Contact:** Dennis Dukes
7. **Estimated Performance Time:** One year beginning Oct. 24, 2024 and ending Oct. 23, 2025
8. **Estimated Cost:** Not to Exceed \$1,817,550.00, Including NMGRT
9. **The parties hereto executed the original Task Order on: (date)** \_\_\_\_\_

\_\_\_\_\_  
**Lynn D. Crawford**  
**Mayor**  
**Village of Ruidoso**

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

\_\_\_\_\_  
**Dennis Dukes**  
**Owner**  
**D.W. Dukes, LLC**

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

**Attest:** \_\_\_\_\_  
**Jini S. Turri**  
**Village Clerk**

## Attachment "A"

### Estimated Time and Cost (including expenses):

Task ID	Task Description	Labor Hours	Cost
1	Damage Site Grouping	60	\$ 14,165
2	Site Visit - Group of Damage Sites	1,100	\$ 233,801
3	Essential Elements of Information ("EEI")	640	\$ 131,336
4	Damage Description and Dimensions ("DDD")	450	\$ 92,346
5	Scope of Work ("SOW") & Cost Estimate	765	\$ 156,988
6	Hazard Mitigation Proposal ("HMP")	620	\$ 127,232
7	Insurance Review	75	\$ 15,391
8	Environmental & Historic Preservation ("EHP") Review	365	\$ 74,903
9	FEMA Final Reviews	245	\$ 50,278
10	Applicant Final Review	210	\$ 43,095
11	Obligation	75	\$ 15,391
12	Request Drawdown of Funds	1,655	\$ 339,627
13	Non-FEMA Federal Disaster Relief Program Programmatic and Policy Advice	240	\$ 49,251
14	All Recovery Efforts Planning and Coordination	200	\$ 41,043
15	Meetings	240	\$ 49,251
16	Hazard Mitigation Grant Program Applications	135	\$ 27,704
17	Federal Dispute Resolution	1,035	\$ 218,198
<b>Sub-Total</b>		<b>8,110</b>	<b>\$ 1,680,000</b>
<b>Gross Receipts Tax at 8.1875%</b>			<b>\$ 137,550</b>
<b>Total</b>			<b>\$ 1,817,550</b>

### Detailed Task Descriptions:

1. Damage Site Grouping
2. Site Visit - Group of Damage Sites for FEMA Table-Top Review
  - a. Visit Site, Inspect, Take Field Notes & Sketch
  - b. Organize Photos by Damaged Site and Date
  - c. Develop Summary Spreadsheet with GPS at Each Impact Site and Culvert
  - d. Develop Historical Google Street View Screenshots and Compare to Site Visit Photos and Field Notes
  - e. Develop Damage Description and Dimensions in Summary Spreadsheet
  - f. Develop Google Earth Map of Group with Damage Sites Pinned
  - g. Meet with FEMA to provide Site Visit Data Package
  - h. Respond to FEMA Request for Information regarding Site Visit Package
3. Essential Elements of Information ("EEI")
  - a. Obtain, Review, and Submit Maintenance Records
  - b. Obtain, Review, and Submit Work Completed Documentation, i.e. Contract: Procurement, Invoices, etc; Force Account: Timesheets, Equipment Logs, Material Purchases, etc.
  - c. Obtain, Review, and Submit Insurance

- d. Obtain, Review, and Submit Supporting Documentation, i.e. Professional Reports, Historical Data, etc.
- 4. Damage Description and Dimensions ("DDD")
  - a. Review FEMA DDD in Grants Portal
  - b. Provide Comments and Review Final Product
- 5. Scope of Work ("SOW") & Cost Estimate
  - a. Review FEMA SOW and Cost Estimate in Grants Portal
  - b. Respond to FEMA Request for Information regarding SOW and Cost Estimate
  - c. Provide Comments and Review Final Product
  - d. Provide PE Stamped Cost Estimate when necessary
- 6. Hazard Mitigation Proposal ("HMP")
  - a. Develop HMP or Review FEMA's HMP
  - b. Respond to FEMA Request for Information regarding HMP
  - c. Provide Comments and Review Final Product
- 7. Insurance Review
  - a. Respond to FEMA Request for Information regarding Insurance
- 8. Environmental & Historic Preservation ("EHP") Review
  - a. Respond to FEMA Request for Information regarding EHP
- 9. FEMA Final Reviews
  - a. Respond to FEMA Request for Information at Final Reviews
- 10. Applicant Final Review
  - a. Provide Comments and/or Review Final Product
- 11. Obligation
  - a. Track Obligation
  - b. Provide Notice of Obligation
  - c. Provide Copy of Final Obligated Project Worksheet
- 12. Request Drawdown of Funds
  - a. Track and Review Work Completed Documentation
  - b. Prepare Drawdown Request Package having all Supporting Documentation
- 13. Non-FEMA Federal Disaster Relief Program Programmatic and Policy Advice
  - a. Research, Respond, Coordinate
- 14. All Recovery Efforts Planning and Coordination
  - a. Strategic Planning and Coordination
- 15. Meetings
  - a. Prepare, Attend, Participate in Recovery meetings with the Village and Federal Agencies
- 16. Hazard Mitigation Grant Program Applications
  - a. Determine Estimated Available Funds
  - b. Identify Measures with Estimated Costs
- 17. Federal Dispute Resolution
  - a. Research
  - b. Develop Responses
  - c. Prepare Appeals

## H. APPENDIX H - FEE SCHEDULE

Name	Position Title	Hourly Rate
Dennis Dukes, PE	Owner, Project Manager, Subject Matter Expert	\$ 235.15
Terry Anderson / Bill Kelly	Senior Construction Manager, Subject Matter Expert	\$ 222.70
Brandon Dukes, EIT	Project Engineer, Subject Matter Expert	\$ 159.25
Hazel Joanes	Senior Policy Advisor, Subject Matter Expert	\$ 200.30
Lindsay Dukes	Administrative Assistant	\$ 63.15

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 8.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Final Change Order No. 4 with Mesa Verde, for the Links Trail Project Resulting in a Decrease of \$106,896.54 Including NMGRT.

---

### **Item Summary:**

Discussion and Possible Action on Final Change Order No. 4 with Mesa Verde, for the Links Trail Project Resulting in a Decrease of \$106,896.54 Including NMGRT.

### **Financial Impact:**

Contract amount will be reduced and purchase order closed.

### **Item Discussion:**

This Change Order Will Close Out the Links Trail Project with Mesa Verde Completing This Project.

### **Recommendations:**

To Approve Final Change Order No. 4 with Mesa Verde, for the Links Trail Project Resulting in a Decrease of \$106,896.54 Including NMGRT.

### **ATTACHMENTS:**

Description

Final Change Order RT20030



### NEW MEXICO DEPARTMENT OF TRANSPORTATION T/LPA CHANGE ORDER COVER SHEET

Contractor: Mesa Verde

Date: 10/02/24

Federal Participation: Non-Participating

T/LPA: Village of Ruidoso

NMDOT District: 2

Change Order Type: Supplemental Agreement

Control Number (CN): RT20030

Change Order Number: 4

**DESCRIPTION OF CHANGE:**

Final adjusting Change Order - adjustments for over/under runs

**REASON FOR CHANGE:**

Final adjusting Change Order - adjustments for over/under runs

**ATTACHMENT(S):**

Factor Sheet: N/A

Prior Approval (Form A-1090a): N/A

Independent Analysis: N/A

Other: N/A If Yes, List All:

TIME EXTENSION: 0 Working Days

TOTAL AMOUNT OF CHANGE ORDER: (\$ 106,896.54)

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs herein are estimates only. By approving this change order the Contractor acknowledges and certifies that the compensation provided herein properly and adequately compensates the Contractor for the additional work described in this change order, and the Contractor hereby waives any claim under the Contract for additional compensation for such work.

**APPROVALS:**

Print Name

Signature

Date

Contractor: Mesa Verde Enterprises, Inc.



11.6.24

T/LPA Person in Responsible Charge: \_\_\_\_\_

T/LPA Project Manager: Kevin MurtGH

Kevin J  
Murtagh

Digitally signed by Kevin J. Murtagh  
DN: cn=Kevin J. Murtagh, o=BHI, ou,  
email=kmurtagh@bhinc.com, c=US  
Date: 2024.10.29 08:35:40 -0600

10/26/2024

NMDOT District Coordinator: \_\_\_\_\_

NMDOT District Engineer: \_\_\_\_\_

NMDOT CLE: 225

**NEW MEXICO DEPARTMENT OF TRANSPORTATION  
 T/LPA CHANGE ORDER FACTOR SHEET**

Control Number (CN): RT20030

To Accompany Change Order Number: 4

*To Adjust the Following Item(s):*

Item No.	Item Description	Unit	Unit Price	~ Quantities ~			Amount	% Over/Under
				Previous	Revised	Difference		
107000	BASE BID - ENVIRONMENTAL COMMITMENTS	LS	\$ 12,331.39	1.00	0.00	(1.00)	\$ (12,331.39)	-100.0%
203000	BASE BID - UNCLASSIFIED EXCAVATION	CY	\$ 825.47	1.00	0.00	(1.00)	\$ (825.47)	-100.0%
203100	BASE BID - BORROW	CY	\$ 291.96	15.00	33.00	18.00	\$ 5,255.28	120.0%
203211	BASE BID - UNSTABLE SUBGRADE STABILIZATION	SY	\$ 107.57	500.00	0.00	(500.00)	\$ (53,785.00)	-100.0%
207000	BASE BID - SUBGRADE PREPARATION	SY	\$ 5.57	6,800.00	7,328.00	528.00	\$ 2,940.96	7.8%
417000	BASE BID - MISCELLANEOUS PAVING	SY	\$ 69.12	7,300.00	7,328.00	28.00	\$ 1,935.36	0.4%
515000	BASE BID - REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	\$ 2,757.30	2.00	2.36	0.36	\$ 992.63	18.0%
603100	BASE BID - TEMPORARY STABILITANT	ACRE	\$ 1,600.60	2.30	0.00	(2.30)	\$ (3,681.38)	-100.0%
608106	BASE BID - DRIVE PAD 6"	SY	\$ 432.22	14.00	17.00	3.00	\$ 1,296.66	21.4%
632000	BASE BID - CLASS A SEEDING	ACRE	\$ 10,299.10	1.90	0.00	(1.90)	\$ (19,568.29)	-100.0%
663850	BASE BID - WATER VALVE ADJUSTMENT	EA	\$ 1,645.81	3.00	2.00	(1.00)	\$ (1,645.81)	-33.3%
704000	BASE BID - RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	\$ 6.30	105.00	79.00	(26.00)	\$ (163.80)	-24.8%
704705	BASE BID - RETROREFLECTORIZED PAINTED MARKINGS 24"	LF	\$ 16.41	70.00	90.00	20.00	\$ 328.20	28.6%
201000	ADD ALT - UNSTABLE SUBGRADE STABILIZATION	SY	\$ 132.21	170.00	0.00	(170.00)	\$ (22,475.70)	-100.0%
207000	ADD ALT - SUBGRADE PREPARATION	SY	\$ 5.24	1,530.00	1,700.00	170.00	\$ 890.80	11.1%
603100	ADD ALT - TEMPORARY STABILITANT	ACRE	\$ 1,662.10	0.60	0.00	(0.60)	\$ (997.26)	-100.0%
632000	ADD ALT - CLASS A SEEDING	ACRE	\$ 10,695.30	0.50	0.00	(0.50)	\$ (5,347.65)	-100.0%
302000	CO#3 - BASE BID-RECLAIM EXISTING ASPHALT	SY	\$ 10.19	7,300.00	7,328.00	28.00	\$ 285.32	0.4%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%

NOTE: ( ) indicates a negative amount

**Total: \$ (106,896.54)**

**Adjustment for GRT:**

Amount		GRT Rate			
(106,896.54)	x	0.000%	=		\$ 0.00

**Total this Change Order: (\$ 106,896.54)**

Original Contract Amount: \$ 1,071,087.50

Previous Revised Contract Amount: \$ 1,054,211.50

**Current Contract Amount After this Change: \$ 947,314.96**

Total Contract Percentage Change this Change Order: -10.14%

Total Contract Percentage Change to Date: -11.56%

# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 9.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Final Change Order No. 5 with Mesa Verde, for the Moon Mountain Trail Project Resulting in a Decrease of \$580.54 Including NMGRT.

---

### **Item Summary:**

Discussion and Possible Action on Final Change Order No. 5 with Mesa Verde, for the Moon Mountain Trail Project Resulting in a Decrease of \$580.54 Including NMGRT.

### **Financial Impact:**

This Final Change Order Will Decrease the Project Cost by \$580.54.

### **Item Discussion:**

This Change Order Will Close Out the Moon Mountain Trail Project with Mesa Verde Completing This Project.

### **Recommendations:**

To Approve Final Change Order No. 5 with Mesa Verde, for the Moon Mountain Trail Project Resulting in a Decrease of \$580.54 Including NMGRT.

### **ATTACHMENTS:**

Description

Final Change Order RT20040

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
T/LPA CHANGE ORDER COVER SHEET

Contractor: Mesa Verde

Date: 10/02/24

Federal Participation: Non-Participating

T/LPA: Village of Ruidoso

NMDOT District: 2

Change Order Type: Supplemental Agreement

Control Number (CN): RT20040

Change Order Number: 5

DESCRIPTION OF CHANGE:

Final adjusting Change Order - Adjustments for over/under runs

REASON FOR CHANGE:

Final adjusting Change Order - Adjustments for over/under runs

ATTACHMENT(S):

Factor Sheet: N/A

Prior Approval (Form A-1090a): N/A

Independent Analysis: N/A

Other: N/A If Yes, List All:

TIME EXTENSION: 0 Working Days

TOTAL AMOUNT OF CHANGE ORDER: (\$ 580.54)

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs herein are estimates only. By approving this change order the Contractor acknowledges and certifies that the compensation provided herein properly and adequately compensates the Contractor for the additional work described in this change order, and the Contractor hereby waives any claim under the Contract for additional compensation for such work.

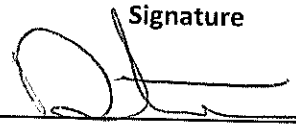
APPROVALS:

Print Name

Signature

Date

Contractor: Mesa Verde Enterprises, Inc.



11-6-24

T/LPA Person in Responsible Charge: \_\_\_\_\_

T/LPA Project Manager: Kevin Murtagh

Kevin J  
Murtagh

Digitally signed by Kevin J Murtagh  
DN: cn=Kevin J Murtagh, o=SHI, ou,  
email=kmurtagh@hhinc.com, c=US  
Date: 2024.10.29 08:33:14 -0600

10/26/2024

NMDOT District Coordinator: \_\_\_\_\_

NMDOT District Engineer: \_\_\_\_\_

NMDOT CLE: \_\_\_\_\_



# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 10.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Eddie Ryan, Manager of Events and Strategic Partnerships  
Michael Martinez, Deputy Manager

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Host Venue Agreement with Ironman70.3 in the Amount of \$300,000.00 to Host the Ironman 70.3 New Mexico-Ruidoso Race Event in 2056-2026 and 2027.

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### **Item Summary:**

Discussion and Possible Action on Host Venue Agreement with Ironman70.3 in the Amount of \$300,000.00 to Host the Ironman 70.3 New Mexico-Ruidoso Race Event in 2056-2026 and 2027.

### **Financial Impact:**

Amounts will have to be budgeted in corresponding fiscal year.

### **Item Discussion:**

Discussion and Possible Action on Host Venue Agreement with Ironman70.3 in the Amount of \$300,000.00 to Host the Ironman 70.3 New Mexico-Ruidoso Race Event in 2056-2026 and 2027. A commitment of \$100,000.00 is required for each event year.

### **Recommendations:**

To Approve Host Venue Agreement with Ironman70.3 in the Amount of \$300,000.00 to Host the Ironman 70.3 New Mexico-Ruidoso Race Event in 2056-2026 and 2027.

### **ATTACHMENTS:**

Description

IRONMAN CONTRACT

Payment Schedule

This Host Venue Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation (“**WTC**”) and the host party indicated below (“**Host**”). WTC and Host are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**.”

<b>HOST:</b>	<b>VILLAGE OF RUIDOSO</b> 313 Cree Meadows Drive Ruidoso, NM 88345 Attn: Mayor Lynn Crawford Email: <a href="mailto:lynn Crawford@ruidoso-nm.gov">lynn Crawford@ruidoso-nm.gov</a> Legal Notices Email: <a href="mailto:lynn Crawford@ruidoso-nm.gov">lynn Crawford@ruidoso-nm.gov</a>
<b>Location(s):</b>	Ruidoso, New Mexico (the “ <b>Venue</b> ”)
<b>Race(s)/Event:</b>	In each Race Year (defined below), WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the “ <b>Race</b> ”) and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Race and any additional races added under <u>Item B-1(d)</u> , an “ <b>Event</b> ”).
<b>Official Name of Event:</b>	The official name of the Event will be <b>IRONMAN® 70.3® NEW MEXICO - RUIDOSO</b> . WTC may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[ <i>Title Sponsor</i> ] IRONMAN® 70.3® NEW MEXICO - RUIDOSO, presented by [ <i>Presenting Sponsor</i> ]”).
<b>Race Date(s)</b>	The Race each year of the Term will occur on the following applicable dates (each, a “ <b>Race Date</b> ”): <ul style="list-style-type: none"> <li>• <b>2026 Race Date:</b> July 11-12, 2026</li> <li>• <b>2027 Race Date:</b> July 10-11, 2027</li> <li>• <b>2028 Race Date:</b> July 15-16, 2028</li> </ul>
<b>Term of Agreement:</b>	This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the <b>2028 Event</b> , unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the “ <b>Term</b> ”).
<b>Annual Payment:</b>	With respect to each Event, Host shall, under the terms of <u>Exhibit A</u> , pay WTC the amounts stated in <u>Exhibit A</u> (each, an “ <b>Annual Payment</b> ”).
<b>Host Support Services:</b>	Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC’s benefit), the services, equipment, value in-kind, personnel, and other items set forth in <u>Exhibit C</u> (collectively, the “ <b>Host Support Services</b> ”) for each Event.
<b>Sponsorship &amp; Expo Vendor Referrals:</b>	Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties.
<b>Sponsorship Benefits:</b>	WTC shall provide Host with a sponsorship benefits package (for use solely by Host) to include Expo booth space, signage (advertising only the Host) at certain locations along the Race course, placement of Host’s logo on all public Event-related printed material produced by WTC, and placement of Host’s logo and Host’s banner advertisements on the Event Website.
<b>Hospitality Package:</b>	Should the Event include VIP/Hospitality packages, WTC shall provide Host with a hospitality package (for use solely by Host) to include twenty (20) complimentary sponsor hospitality passes for the Event for use by Host’s employees and representatives, which passes grant access to certain selective benefits at the Event (not all Events may offer a full suite of hospitality benefits). WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.



**Additional Terms:**

The following exhibits, attached hereto, contain additional terms of this Agreement: Exhibit D (regarding intellectual property rights); and Exhibit E (general terms).

The Parties have executed and delivered this Agreement as of the Effective Date.

**WTC:**  
**WORLD TRIATHLON CORPORATION**

**HOST:**  
**VILLAGE OF RUIDOSO**

By: \_\_\_\_\_  
Name: SHANE FACTEAU  
Title: COO

By: \_\_\_\_\_  
Name: LYNN D. CRAWFORD  
Title: MAYOR





**EXHIBIT A**

**Annual Payments:**  
**Wire Transfer Instructions**

Race Year	Annual Payment	Installment Amount	Due Date
2026	\$100,000.00	\$50,000.00	January 15, 2026
		\$50,000.00	June 15, 2026
2027	\$100,000.00	\$50,000.00	January 15, 2027
		\$50,000.00	June 15, 2027
2028	\$100,000.00	\$50,000.00	January 15, 2028
		\$50,000.00	June 15, 2028

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY  
 Routing Number: 026009593  
 Account Name: World Triathlon Corporation  
 Account Number: 898052297785  
 SWIFT Code: BOFAUS3N

**[HOST TO INSERT]** Host's billing contact information:

- Contact Name:
- Email address:
- Telephone number:

**WTC will not change payment instructions and/or banking details by e-mail communication. If Host receives an e-mail from WTC requesting that Host wire or otherwise transfer funds, Host must confirm the request and any corresponding instruction(s) by telephone with WTC before Host initiates any transfer. Please confirm the request by calling WTC's Accounts Receivable Department at (813) 327-5613. WTC will not be responsible for any funds wired to an incorrect account.**

\* \* \* \* \*



**EXHIBIT B**

**Event Specifics**

**B-1. General.**

- a. **Authorization: Ownership.** Host authorizes WTC to prepare and conduct an Event in and around the Venue during each year of the Term (each, a “Race Year”). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race.
- b. **Name.** When referring to any Event, Host shall (and shall use reasonable efforts to cause relevant third parties to) at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
- c. **Event Changes.** WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
- d. **Additional Races.** WTC shall have the option to conduct, as part of any or all Events, a WTC-owned 5K Fun Run, and/or a SPRINT distance event, and/or a 5150™, IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run contemporaneously (e.g., during the same weekend) with the Race. WTC may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit D) under this Agreement.
- e. **World Championship Entries.** With respect to certain eligible top finishers of the Race, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship (“**Championship Slots**”). The number of Championship Slots applicable to each Race will be determined by WTC in its sole discretion, and may change each year.

**B-2. Certain Obligations of Host.**

- a. **Host Support Services.** Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host’s own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.
- b. **Compliance with Law.** In connection with each Event and Host’s performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.
- c. **Operational Aspects.** In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.
- d. **Intellectual Property of WTC.** Except with respect to the Event Logo (the use of which by Host being subject to Exhibit D), Host shall not, without WTC’s prior written consent, use any intellectual property rights of WTC, including without limitation the Ironman®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock ‘n’ Roll® marks and names, the “M-Dot” logo, and the “K-Dot” logo. Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.



- e. Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
- f. Representations. Host covenants that each of the representations and warranties made by Host in Item E-2 will be true and complete at all times during the Term.
- g. Unauthorized Drones. During the Event, Host shall make commercially reasonable efforts to prohibit the use of drones in and around the Race course by third parties that have not been approved by WTC.

**B-3. Certain Obligations of WTC.** Subject to the terms of this Agreement, and with respect to each Event:

- a. Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design, Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. WTC may require that each Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.
- b. Expo. WTC shall provide for a multi-day vendor exposition at each Event (the "**Expo**"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN®-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.
- c. Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Event (the "**Event Website**"), including a live global streaming webcast of the Race. WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

**B-4. Official Announcements; Promotions by Host.**

- a. Host Website. Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.
- b. Announcements. Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of WTC in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:
  - i. are entirely administrative in nature, such as announcements informing the public



regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);

ii. include only information in the public domain; and

iii. are not for purposes of marketing or promotion.

c. Other Matters. Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

\* \* \* \* \*



**EXHIBIT C**

**Host Support Services**

With respect to each Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

- C-1. Approvals & Permits.** Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, and Host's provision of the Host Support Services (collectively, the "**Approvals & Permits**"). Host shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).
  
- C-2. Coordination of Welcome Experience with Host Hotels.** With respect to all official Event/Host hotels Host shall:
  - a. Coordinate all official Event/Host hotel partners & housing services for the Events
  - b. Conduct pre-Event training with hotel staff to understand demographic of guests
  - c. Coordinate welcome signage onsite
  - d. Coordinate Event-branded key cards with all hotel partners
  - e. Be responsible for Event information inventory at each official Event/Host hotel
  - f. Coordinate all accommodation partners & housing service for the Event
  
- C-3. Coordination of Auxiliary Work Space.** Host will provide good and efficient locations for auxiliary work space, including warehouse/storage space. Host shall supply the necessary workspace for the following Event needs and functions:
  - a. Victory celebration area (Finish Area)
  - b. Meeting rooms
  - c. Executive board rooms
  - d. Paved area for operations, logistics, shipping, and receiving
  
- C-4. Equipment and Supplies.** Host shall provide the following equipment and supplies for the Event:
  - a. All necessary 20x20 tents - to be installed by Host, with direction from WTC;
  - b. All necessary 20x40 tents - to be installed by Host, with direction from WTC;
  - c. 250 cones;
  - d. 6,000ft of temporary fencing - to be installed by Host, with direction from WTC; and
  - e. 4 generators
  
- C-5. Event Lighting.** To the extent lighting is already present at the Venue and available for use by Host, Host shall supply lighting for the Venue areas such as the transition area, swim, bike, and run courses, medical, and the finish area. To the extent such lighting is not already present at such sites or is not available for use by Host, any additional lighting required shall be supplied at the cost of Host, including three (3) light towers to be made available to WTC.
  
- C-6. Economic Impact Studies.** To the extent the Parties agree that an economic impact study of the Event is necessary, Host shall be responsible for covering the cost of an economic impact study. As necessary to facilitate each study, WTC shall provide certain aggregate demographic and registration information (i.e., no personal data or contact information). WTC and Host will mutually agree upon the scope of each study



and will work together to arrange for such study to be conducted. The report following such study shall be provided to WTC within sixty (60) days of each Event.

- C-7. **Hotel Rooms.** Host shall provide (or cause to be provided) to WTC **twenty (20)** complimentary hotel room nights **prior to each Event week** and **eighty (80)** complimentary hotel room nights **during Event week** at the official Event/Host hotel(s). All such hotels must be within five (5) miles of the Event's swim start location. Host shall also assist WTC with the coordination of local hotels and other entities to facilitate arrangements for local accommodations, travel, and tourist activities.
- C-8. **Law Enforcement Services.** Law Enforcement personnel and services for traffic control and for implementation of traffic control plans. Host, at no cost to WTC, shall ensure a special command post will be temporarily installed on the site, bringing together all three emergency services (police, fire, and ambulance), private security, volunteer security personnel, and communications.
- C-9. **Lead Agency.** Host shall serve as the "lead agency" to support the operational activities of the Event, including but not limited to facility and venue acquisition, permitting, police and emergency services acquisition, parking acquisition, communications acquisition, local accommodations, travel, volunteer recruitment, media, public awareness, and advocacy.
- C-10. **Lavatories.** Host shall supply the VIP restroom trailers for the Event.
- C-11. **Local Promotion & Advertising of the Event.**
  - a. **Visual Promotion.** Host shall invest in local visuals and infrastructure featuring the Event-specific colors and branding for each Event and shall maintain and place Event banners for each Event. Host shall work within the guidelines and graphic standards of WTC and will develop a strategic visual action plan in partnership with WTC. Host shall install and remove all such promotional visuals and equipment. Such installation will take place forty-five (45) days before each Event and materials will be removed no later than five (5) days after the Tuesday following each Event.
  - b. **Advertising Promotion.** Host shall run radio, outdoor, print and digital advertising (tagged with the Event information and the Event Logo (except for on radio)), in markets up to 300 miles away from the Venue. Advertising within the greater **Ruidoso** market will include pre-Event notification information, particularly as related to traffic impact reports required by government agencies and/or permits (as applicable). All content for Event-related advertising must be pre-approved in writing by WTC. As may be requested from time to time by WTC, Host shall assist with public relations for the Event. Host shall promote the Event in Host's owned media including coverage on its website, magazines, frequent social media posts, and emails to its residents.
- C-12. **Media Coverage.** Host shall promote the Event in Host's owned media including coverage using its website, printed materials, frequent social media posts, and emails to its subscribers.
- C-13. **No Construction.** Host shall use its best efforts to ensure that no structural, engineering, beautification, or other works occur that could in any way interfere with the Race or any other aspect of the Event.
- C-14. **Notifications.** All local residents and businesses within the Venue that are impacted by the Event must be properly notified by the Host. This includes the effects of road closures, traffic advisories, etc.
- C-15. **Operations Support Staff.** Host shall arrange and/or subcontract for sufficient manpower to adequately assist WTC with operations for the Event (e.g., including but not limited to, the set up/take down of all Event venues, Race courses, finish line and celebration areas, banquet facilities, Expo space, and ancillary functions) (the "**Operations Support Staff**"). The Operations Support Staff shall report directly to WTC's Race Director. Host shall cover all costs associated with locating and hiring the Operations Support Staff, including without limitation, all payments and benefits.



- C-16. Parking and Shuttle Services.** Host shall provide (or cause to be provided) satellite parking lots (with parking lot attendants) outside of the operations perimeter. Host shall provide (or cause to be provided) dedicated Race day shuttle buses to transport athletes and spectators in and around the Venue if WTC determines it is necessary to move attendees from satellite lots to the Venue.
- C-17. Public Grants and Support.** Host shall use best efforts to raise public grants and support for the Event. Host shall be entitled to keep any and all sponsorship fees, grants, financial support, or subventions of any nature whatsoever from or paid to Host by the federal government, any state government, any municipal government, government board, government institution, or government firm relative to the Event.
- C-18. Race Course Exclusivity and Condition.** Host shall ensure that all roads, waterways, and all other public spaces to be used for the Race are closed to the public (to the extent such closure(s) are possible, but at a minimum, Host shall restrict access to all roads, waterways, and other public spaces to the best of its ability) during the Race (and for a reasonable period before and after the Race) and are made exclusively available to WTC during such periods. Host shall ensure that all Race routes within Venue limits are in good condition during the Event.
- C-19. Street Cleaning.** Host shall be responsible for sweeping and cleaning up all streets and other areas prior to and after each Event.
- C-20. Swim Ingress/Egress.** Host shall ensure that there is safe and adequate ingress/egress for the swim portion of the Races. Host shall pay and/or waive all access fees in connection with the swim portion of the Event including, without limitation, all site fees, visitor fees, park rentals, and all other fees related to user or access to the swim area facilities and amenities within the Venue.
- C-21. Terrorism and Counterterrorism Measures.** To the extent such measures are required by law or to the extent such measures are deemed necessary by local law enforcement (e.g., for the safety of the Event participants and spectators), Host shall be responsible for any and all costs for counterterrorism measures required in connection with the Event, including, without limitation, anti-terrorism personnel, equipment (e.g., suppression vehicles, jersey barriers, surveillance, etc.), and services.
- C-22. Venues/Facilities.** Host shall provide venues for the Event which shall consist of a large, centralized area for the transition area(s), swim bike and run routes, finish line, athlete recovery area, concessions, parking, VIP hospitality, merchandise sales, and spectator viewing. Host shall also provide adequate space to accommodate athlete check-in, consumer expo, merchandise sales, secured warehouse/storage space and parking. Host acknowledges that certain facilities will be required from the Monday before each Race until the Monday immediately following each Race.
- C-23. Volunteer Recruitment.** Host shall be responsible for assisting WTC with the recruitment of approximately 1,500 experienced Event volunteers who will, throughout the course of the Event, participate in volunteer activities in connection with the Event.

\* \* \* \* \*



**EXHIBIT D**

**Intellectual Property Rights**

- D-1. Grant of Limited Rights.** Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit D-1) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to WTC's prior written approval, which will not be unreasonably withheld. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D-1.
- D-2. No Use on Products.** Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.
- D-3. Ownership: Goodwill.** Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

\* \* \* \* \*





**EXHIBIT D-1**

**Trademark Standards & Usage Guidelines: Event – Specific Logo**

**Sample Event Logo**

Each Event will feature one or more IRONMAN® 70.3®-branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo. The following is an example of an event logo *from a different event*:



WTC may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo.

**General**

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

**Pre-Approval Requirement**

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to [approvals@ironman.com](mailto:approvals@ironman.com) for review by WTC. Please allow at least **ten (10) business days** for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed **disapproved**.

**Trademark Ownership & Required Notice**

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC. Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

**IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation.  
Used herein by permission.**

**Other Requirements**

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host’s obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

**General**

Do not use “iron” (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., “ironwoman”, “ironfamily”, or “ironmate”), as two separate words (e.g., “iron woman”, “iron family”, or “iron mate”), or as a hyphenated word (e.g., “iron-woman”, “iron-family”, or “iron-mate”). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

**Please adhere to the following regarding use of the terms “IRONMAN®” and “IRONMAN® 70.3®”:**

- IRONMAN® must be a single word, **never** hyphenated, and **never** capitalized as “IronMan”.
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1)

CONFIDENTIAL PROPRIETARY



character space.

- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONMAN” must never be used as a standalone term or to denote distance. (e.g., never as “Ironman distance” or “Iron distance”).
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONMAN” must never be used as a standalone term or to denote distance. (e.g., never as “half ironman”, “half ironman distance”, or “half iron distance”).
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “70.3” must never be used as a standalone term to denote distance. (e.g., never as “70.3 miles”).
- IRONMAN® should never be abbreviated as “IM.”
- IRONMAN® 70.3® should never be abbreviated as “IM70.3.”
- Stand-alone references to “an IRONMAN” or “a 70.3” are improper. Please add “triathlon” to such phrases (e.g., “an IRONMAN® 70.3® triathlon”).

**Please adhere to the following regarding use of the terms “IRONKIDS®”:**

- IRONKIDS® must be a single word, never hyphenated, and “IronKids” is always capital letter “I” and capital letter “K” when used in title case.
- IRONKIDS® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONKIDS” must never be used as a standalone term or to denote distance. (e.g., never as “IronKids distance”).
- IRONKIDS® should never be abbreviated as “IK.”
- Stand-alone references to “an IRONKIDS” are improper. Please add “dip ‘n’ dash” or “fun run” or other applicable word to such phrase (e.g., “an IRONKIDS® fun run”).

\* \* \* \* \*



## EXHIBIT E

### General Terms

#### **E-1. Financial Matters.**

- a. **Annual Payments.** With respect to each Event, Host shall pay to WTC the Annual Payment under the terms of Exhibit A.
- b. **Sponsorship & Expo Vendor Referrals: Revenue Share.** Host shall comply with the Sponsorship & Expo Vendor Referrals terms outlined in the table on Page 1.
- c. **Taxes.** The Annual Payment(s) set forth in Exhibit A are exclusive of taxes or fees, which are the responsibility of Host. All taxes and fees (including without limitations any foreign taxes and fees (e.g., sales tax, HST, VAT)) shall be borne by Host and shall be applied in accordance with the then applicable tax laws for each respective state, province, country, or otherwise.
- d. **Entry Fees: Other Revenues.** Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.
- e. **Costs.** To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.
- f. **Costs of Additional Security Measures.** Should local and/or governmental authorities determine that enhanced security measures are necessary and must be implemented surrounding the Event, and should such measures have additional costs associated with them, the Parties will work together to discuss a reasonable and appropriate allocation of expenses to cover such costs.

#### **E-2. Representations and Warranties.** Each Party represents and warrants that:

- a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;
- b. This Agreement is a legal, valid, and binding obligation of such entity, enforceable against such entity in accordance with its terms; and
- c. Neither the execution, delivery, nor performance of this Agreement by it violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency (collectively, "**Authorities**") is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to WTC, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by WTC of this Agreement).

**E-3. Business Partner Code of Conduct.** In performing its obligations under this Agreement, Host covenants to comply with WTC's Business Partner Code of Conduct ("**Partner Code**"), as amended by WTC from time to time, available at <https://legal.ironman.com/Partner-Code>. Host acknowledges WTC's right to monitor compliance with the standards and requirements set forth in the Partner Code, and agrees to provide written responses to queries and, to the extent necessary, to grant reasonable access to relevant documentation to



the extent required to monitor compliance with the Partner Code. To the extent there is a conflict between the terms of this Agreement and the Partner Code, the terms of the Agreement shall prevail.

**E-4. Ambush Marketing.**

- a. **“Ambush Marketing”** means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- b. Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:
  - i. causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;
  - ii. ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);
  - iii. using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;
  - iv. preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;
  - v. causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and
  - vi. cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

**E-5. Termination.**

- a. Subject to Item E-5(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- b. Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:
  - i. at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit C); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors;



- ii. if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or
  - iii. if Host causes, engages in, or permits any Ambush Marketing.
- c. Effects of Termination: Survival.
- i. Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
  - ii. If this Agreement is terminated by WTC under the terms of Item E-5(a) or Item E-5(b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC.
  - iii. Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.
  - iv. All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Item E-1 (Financial Matters), Item E-7(Confidentiality), Item E-8 (Exclusivity), Item E-9 (Indemnification: General Limitation of Liability; Liquidated Damages), Item E-11 (Assignment; Binding Effect), Item E-12 (Relationship of the Parties), Item E-13 (Jurisdiction and Dispute Resolution), Item E-14 (Rights and Remedies), Item E-15 (Notices), Item E-16 (Enforcement of Agreement), Item E-17 (No Oral or Implied Waivers or Modifications), Item E-18 (Entire Agreement), and Item E-19 (Interpretation).

**E-6. Force Majeure.** In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("**Force Majeure Event**"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

**E-7. Confidentiality.**

- a. During the Term and the 36-month period thereafter, each Party (the "**Receiving Party**") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents, or materials, owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "**Confidential Information**").
- b. Confidential Information does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party



from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

- c. The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
- d. The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, but only if such officers and employees shall have entered into appropriate confidentiality agreements for secrecy and nonuse of Confidential Information which by its terms shall be enforceable by injunctive relief by the disclosing Party. The Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.
- e. The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.
- f. If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

**E-8. Exclusivity.**

- a. Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the “**Event Period**”), Host shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:
  - i. include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
  - ii. include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
  - iii. occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
  - iv. in any way jeopardize or adversely impact Event production or operations;
  - v. infringe on any WTC intellectual property rights; or



- vi. include or constitute Ambush Marketing or otherwise promote themselves as purportedly being part of or in connection with the Event).
- b. Advertising Other Triathlon, Running, & Cycling Companies or Long-Distance Triathlons, Marathons, & Cycling Races. During the Term, Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to World Triathlon (f/k/a International Triathlon Union), Professional Triathletes Organization (PTO), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, CLASH Endurance, Topman Triathlon and HITS Triathlon (or any of their respective successors or assigns), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by World Triathlon), (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by World Triathlon), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC, (iv) any other endurance series or events, including but not limited to any running series or company and any cycling series or company, (v) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any running or cycling races, or (vi) any running or cycling races, unless such race is owned or operated by WTC or any subsidiary or licensee of WTC.
- c. Non-Competition. During the Term and the twenty-eight (28)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon, running event, or cycling event located, in whole or in part, within the Venue or anywhere within 75 miles of the Venue if such event features any race distance longer than that of: an "Olympic" distance triathlon (as such distance is defined by World Triathlon), a 5k run, or 60k cycling event.

**E-9. Indemnification: General Limitation of Liability: Liquidated Damages.**

- a. Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents; (iii) any facilities, venues, or accommodations provided by or on behalf of such Party that violate any applicable laws (including, without limitation, the Americans with Disabilities Act); or (iv) any dangerous conditions on, or with respect to, any roads, facilities, venues, or accommodations controlled or maintained by such Party.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS (AS DEFINED HEREIN) BY HOST, UNDER THE TERMS OF THIS AGREEMENT, THAT ARE RECEIVED AND RETAINED BY WTC DURING THE THEN PRECEDING 24-MONTH PERIOD. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING



AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

- c. The Parties acknowledge that the goodwill inherent in the IRONMAN 70.3® brand and the Event Logo arises and is maintained, in large part, by each and every IRONMAN 70.3® event worldwide, including the Event, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support the Event as scheduled, absent a Force Majeure Event, will cause WTC irreparable harm, and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach results in any Event not taking place when and as contemplated by this Agreement, Host shall pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of \$400,000.00 (USD) ("**Liquidated Damages**"). The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC, are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.
- d. This Section will survive the expiration or termination of this Agreement for any reason.

**E-10. Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that, any such excess coverage follows form of the primary coverage. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

**E-11. Assignment: Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

**E-12. Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

**E-13. Jurisdiction and Dispute Resolution.**

- a. Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "**Tampa Court**").
- b. Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of





this Agreement (“**Dispute**”), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association (“**AAA**”) whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

- c. **Enforcement.** If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys’ fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.
- d. **Arbitration Charges.** Each Party shall initially bear an equal share of the arbitrator’s compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)’ compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party’s failure to pay its share of the deposits for the arbitrator’s compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)’ impartiality or ability to proceed with the arbitration.
- e. **General.** The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

**E-14. Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

**E-15. Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to WTC:

**WORLD TRIATHLON CORPORATION**  
3407 West Dr. Martin Luther King Jr. Blvd., Ste. 100  
Tampa, Florida 33607  
Attention: Chief Legal Officer  
E-mail: [Legal@ironman.com](mailto:Legal@ironman.com)



(or to such other person or address as WTC identifies to Host in accordance with this Section)

If to Host: to the address listed on page 1 of this Agreement, to the attention of Legal Department (or to such other person or address as Host may communicate to WTC in accordance with this Section).

- E-16. Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.
- E-17. No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.
- E-18. Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.
- E-19. Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

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## Jini Turri

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**From:** Edward Ryan  
**Sent:** Tuesday, November 12, 2024 8:53 AM  
**To:** Judi M. Starkovich; Jini Turri  
**Cc:** Lynn D. Crawford; Ronald L. Sena; Michael Martinez  
**Subject:** RE: XTERRA and IRONMAN upcoming payments  
**Attachments:** 2026-2028 HVA Ruidoso v1 (11Nov2024).pdf

Hi Jini and Judy,

Last Thursday night, IRONMAN's board decided to launch the first IRONMAN Ruidoso Triathlon in 2026. Below is the **revised payment schedule for both IRONMAN and XTERRA**. I've also attached the updated IRONMAN agreement for 2026-2028.

Thank you!

Best regards,

Eddie

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Total: \$60,000

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*July 11-12, 2026*

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*September 2026 (TBD)*

Total: \$360,000

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July 15-16, 2028

Total: \$100,000 + 100 hotel room nights for staffing

- First payment of \$50,000: Due on or before January 15, 2028
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**XTERRA World Championship 2028**

September 2028 (TBD)

Total: \$360,000

- First payment (or full payment): Due on or before July 2028

Eddie Ryan

**Manager of Events and Strategic Partnerships**

**Ruidoso Film Liaison**

313 Cree Meadows Drive, Ruidoso, NM 88345

Phone: (575) 258-4343 Ext. 1008

Cell: (575) 315-4945

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



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# AGENDA MEMORANDUM

## Village of Ruidoso

Regular Items - 11.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Eddie Ryan, Manager of Events and Strategic Partnerships  
Michael Martinez, Deputy Manager

**Meeting Date:** November 12, 2024

**Re:** Discussion and Possible Action on Memorandum of Understanding with XTERRA Global, LLC, for Hosting 2026-2027 and 2028 XTERRA World Championship Events in the Amount of \$1,080,000.00.

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### **Item Summary:**

Discussion and Possible Action on Memorandum of Understanding with XTERRA Global, LLC, for Hosting 2026-2027 and 2028 XTERRA World Championship Events in the Amount of \$1,080,000.00.

### **Financial Impact:**

Amounts will have to be budgeted in corresponding fiscal year.

### **Item Discussion:**

Discussion and Possible Action on Memorandum of Understanding (MOU) with XTERRA Global, LLC, for Hosting 2026-2027 and 2028 XTERRA World Championship Events in the Amount of \$1,080,000.00. This MOU requires a commitment of \$360,000.00 in FY 26, FY 27 and FY 28.

### **Recommendations:**

To Approve Memorandum of Understanding (MOU) with XTERRA Global, LLC, for Hosting 2026-2027 and 2028 XTERRA World Championship Events in the Amount of \$1,080,000.00. This MOU requires a commitment of \$360,000.00 in FY 26, FY 27 and FY 28.

### **ATTACHMENTS:**

Description  
XTERRA Memorandum of Understanding  
Payment Schedule

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum") is entered into on **November 12, 2024** (the "Effective Date"), by and between the **Village of Ruidoso**, located at 313 Cree Meadows Dr, Ruidoso, New Mexico 88345 (the "First Party"), and **XTERRA Global LLC**, located at 45 So. 7th Street #1810, Minneapolis, Minnesota 55402 (the "Second Party"). First Party and Second Party may be referred to individually as a "Party" or collectively as the "Parties."

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### 1. MISSION

The mission of this partnership is to establish a framework for an agreed-upon host fee and partnership terms for the **2026 XTERRA World Championship** event in **Ruidoso, New Mexico**.

### 2. PURPOSE AND SCOPE

This Memorandum provides the foundation for any future contracts related to this partnership, detailing the initial terms and objectives for collaboration.

### 3. OBJECTIVES

The Parties shall work collaboratively to develop policies and procedures supporting the 2026 XTERRA World Championship in **Ruidoso, New Mexico**. The Village of Ruidoso will provide support through its Local Organizing Committee (LOC) and will contribute **\$350,000 USD**, plus **\$10,000 in lodging**, for the 2026 event as part of the partnership/host fee. These funds may be provided in cash, sponsorships, grants, donations, or event vendor site fees, and will ensure that the services meet or exceed industry standards.

### 4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This Memorandum does not bind either Party to proceed with the partnership unless definitive agreements are executed. However, provisions under **Governing Law** and **Confidentiality** are binding and enforceable.

The anticipated responsibilities of each Party include:

#### **Village of Ruidoso:**

- Establish and operate the LOC, as described in the LOC documentation.
- Support community marketing and collaborate with XTERRA Global LLC.
- Organize a community festival and awards ceremony, utilizing local resources.

#### **XTERRA Global LLC:**

- Provide full marketing support.
- Manage race/event production for XTERRA Triathlon and related events.
- Oversee race management and operations.
- Ensure branding and experiential guidelines align with XTERRA standards.

## **5. TERM OF UNDERSTANDING**

This Memorandum will be effective for **11 months** from the Effective Date and may be extended by written mutual agreement.

## **6. CONFIDENTIALITY**

The Parties agree to maintain the terms of this MOU and related documents in strict confidence, disclosing them only to officers, representatives, advisors, directors, or employees who are necessary to evaluate this MOU, provided they agree to uphold confidentiality.

## **7. LEGAL COMPLIANCE**

The Parties agree to fulfill their responsibilities in compliance with applicable laws and regulations. If either Party cannot fulfill its duties, it will promptly notify the other Party to resolve the issue.

## **8. LIMITATION OF LIABILITY**

No rights or limitations of rights shall arise from this Memorandum, except as explicitly provided.

## **9. NOTICE**

All notices or communications required under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed in the opening paragraph or any updated address provided in writing.

## **10. GOVERNING LAW**

This Memorandum shall be governed by the laws of the **State of Minnesota**.

## **11. AUTHORIZATION AND EXECUTION**

Signing this Memorandum does not constitute a formal commitment. The signatories intend to strive toward the goals and objectives outlined in this MOU.

**SIGNATURES:**

**First Party:**

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

**Lynn D. Crawford**

**Mayor of Ruidoso**

Village of Ruidoso

313 Cree Meadows Dr

Ruidoso, New Mexico 88345

(Date)

**Second Party:**

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

**Steve Andrus**

**Americas Tour Manager**

XTERRA Global LLC

45 So. 7th Street #1810

Minneapolis, Minnesota 55402



## Jini Turri

---

**From:** Edward Ryan  
**Sent:** Tuesday, November 12, 2024 8:53 AM  
**To:** Judi M. Starkovich; Jini Turri  
**Cc:** Lynn D. Crawford; Ronald L. Sena; Michael Martinez  
**Subject:** RE: XTERRA and IRONMAN upcoming payments  
**Attachments:** 2026-2028 HVA Ruidoso v1 (11Nov2024).pdf

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Thank you!

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Eddie Ryan

**Manager of Events and Strategic Partnerships**

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