

**VILLAGE OF RUIDOSO  
NOTICE OF SPECIAL MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Tuesday, January 28, 2025 at 8:00 AM. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2025-04 , a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending December 31, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof.
2. Discussion and Possible Action on Purchase of a 10,000 Gallon Horizontal AC Tank to Replace the Current Antiquated Failed Tank.
3. Discussion and Possible Action on Purchase of Chevy 4500 Mechanic Truck through CES Contract #2024-24-C120-ALL in the Amount of \$87,353.00.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Village Clerk

ADJOURN.

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 1.

**To:** Mayor Crawford and Councilors

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

**Meeting Date:** January 28, 2025

**Re:** Discussion and Possible Action on Adoption of Resolution 2025-04, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending December 31, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof.

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### **Item Summary:**

Discussion and Possible Action on Adoption of Resolution 2025-04 , a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending December 31, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof.

### **Financial Impact:**

The Village's expenditure budgets increased by \$10,079,257. The following are the adjustment amounts by fund:

General Fund Budget Decreased \$7,000  
Supplemental GRT (SGRT) Special Revenue Fund Budget Increased \$2,867,460  
Library Special Revenue Fund Budget Increased \$77,327  
Intergovernmental Grants Special Revenue Fund Budget Increased \$4,793,600  
Forestry Grant Special Revenue Fund Budget Increased \$500,000  
FEMA Capital Project Fund Budget Increased \$1,831,870  
General Improvement Capital Project Fund Budget Increased \$2,000

### **Item Discussion:**

Each quarter, the Finance department reviews changes to the budget. The following areas are reviewed: revenues, personnel, operations, capital outlay, transfers in, transfers out, and cash for each fund. DFA requires Council to pass a resolution for all budget increases, decreases, and transfers between funds.

This revision encompasses all budget changes processed October 1, 2024 through December 31, 2024 (Quarter 2 of FY 2025). The budget resolution is due to DFA on January 31, 2025.

Attached is the schedule of all the budget changes for all funds for the quarter ending December 31, 2024. This resolution will serve as the SECOND budget adjustment for FY 2025. The Internal Finance Committee reviewed and approved this budget adjustment on January 24, 2025.

Included for your review are 1) DFA Resolution Report titled Schedule of Budget Adjustments, 2) Budget Adjustments by Fund, and 3) Budget Recap by Fund and Department, and 4) Reconciliation to Cash for the General Fund.

**Recommendations:**

To Approve Adoption of Resolution 2025-04, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending December 31, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for Approval Thereof.

**ATTACHMENTS:**

Description

Resolution 2025-04

Resolution Report 123124

Budget Changes 123124

Budget Recap 123124

GF Budget Rollforward 123124

**VILLAGE OF RUIDOSO  
RESOLUTION NO. 2025-04**

**A RESOLUTION AMENDING THE FISCAL YEAR 2025 BUDGET (QUARTER  
ENDING DECEMBER 31, 2024) FOR CERTAIN FUNDS AND APPLICATION TO THE  
LOCAL GOVERNMENT DIVISION OF THE NEW MEXICO DEPARTMENT OF  
FINANCE AND ADMINISTRATION FOR THE APPROVAL THEREOF:**

**WHEREAS**, the Governing Body in and for the Village of Ruidoso, New Mexico has amended the budget for Fiscal Year 2025 (July 1, 2024 through June 30, 2025); and

**WHEREAS**, said budget amendment was developed on the basis of need and through cooperation and review with all elected officials; and

**WHEREAS**, to perform essential and necessary services for the citizens of the Village of Ruidoso, certain transfers of funds for personnel, operations and capital outlay expenditures are necessary; and

**WHEREAS**, the official meeting for the review of said documents were duly advertised on January 24, 2025, in compliance with the State Open Meetings act; and

**WHEREAS**, it is the recommendation of the Internal Finance Committee and the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for the close of the first quarter of FY 2025, ending December 31, 2024.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the Village of Ruidoso, State of New Mexico hereby adopts the budget amendment attached as part of this action and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**RESOLVED:** In session on this 28th day of January 2025.

**VILLAGE OF RUIDOSO, NEW MEXICO**

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

(SEAL)

Attest:

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

Department of Finance and Administration  
 Local Government Division  
 Financial Management Bureau  
 SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: Village of Ruidoso  
 FISCAL YEAR: 2024-2025 QTR 1  
 DFA Resolution Number: \_\_\_\_\_

| (A)<br>ENTITY     | (B)         |          |                     | (C)<br>REVENUE                    | (D)             | (E)           | (F)             | (G)  |
|-------------------|-------------|----------|---------------------|-----------------------------------|-----------------|---------------|-----------------|--|
| RESOLUTION NUMBER | ENTITY FUND | DFA FUND | FUND NAME           | EXPENDITURE TRANSFER (TO or FROM) | APPROVED BUDGET | ADJUSTMENT    | ADJUSTED BUDGET | PURPOSE  |
| 2025-             | 101         | 101      | GENERAL FUND        | 30 EXPENDITURES                   | \$24,418,114    | \$7,000       | \$24,425,114    | PD Investigative Expense   |
| 2025-             | 202         | 202      | SGRT                | 30 EXPENDITURES                   | \$19,050,895    | \$2,867,460   | \$21,918,355    | Water Line Inventory \$35K; North Loop (Country Club) Waterline \$2,832,460  |
| 2025-             | 213         | 218      | SPECIAL LIBRARY     | 10 REVENUES                       | \$0             | \$77,327      | \$77,327        | State Grants In Aid \$10,288; GO Bonds \$47,039; County Grant \$15K; CORD Grant \$5K   |
| 2025-             | 213         | 218      | SPECIAL LIBRARY     | 30 EXPENDITURES                   | \$54,980        | \$77,327      | \$132,307       | State Grants In Aid \$10,288; GO Bonds \$47,039; County Grant \$15K; CORD Grant \$5K   |
| 2025-             | 218         | 218      | INTERGOV'TAL GRANTS | 10 REVENUES                       | \$4,720,157     | \$4,793,600   | \$9,513,757     | EDA Grant for Upper Suddereth and High T \$2,328,000; State Grant for VOR Match \$465,600; NMDOT Grant for Cutler \$2,000,000  |
| 2025-             | 218         | 218      | INTERGOV'TAL GRANTS | 30 EXPENDITURES                   | \$3,913,670     | \$4,793,600   | \$8,707,270     | EDA Grant for Upper Suddereth and High T \$2,328,000; State Grant for VOR Match \$465,600; NMDOT Grant for Cutler \$2,000,000  |
| 2025-             | 297         | 299      | FORESTRY GRANTS     | 10 REVENUES                       | \$0             | \$500,000     | \$500,000       | Legaslativie Appropriation for Thinning Village Property   |
| 2025-             | 297         | 299      | FORESTRY GRANTS     | 30 EXPENDITURES                   | \$49,302        | \$500,000     | \$549,302       | Legaslativie Appropriation for Thinning Village Property   |
| 2025-             | 300         | 309      | FEMA                | 20 TRANSFERS IN                   | \$2,703,373     | \$2,107,680   | \$4,811,053     | I/F Loan for Southfork Disaster Recovery Coordinator \$1,817,550 and Floodplain Map Project \$290,130  |
| 2025-             | 300         | 309      | FEMA                | 30 EXPENDITURES                   | \$5,036,108     | \$1,831,870   | \$6,867,978     | I/F Loan for Southfork Disaster Recovery Coordinator \$1,817,550 and Floodplain Map Project \$290,130; Correct Sewer Line Project (\$335,810); Equipment Rental for Racetrack Sewer Line Pumping \$60K |
| 2025-             | 320         | 399      | GCIP                | 10 REVENUES                       | \$967,474       | \$2,000       | \$969,474       | Interest Income  |
| 2025-             | 320         | 399      | GCIP                | 30 EXPENDITURES                   | \$2,842,698     | \$2,000       | \$2,844,698     | Access Control System for Horton Complex   |
| 2025-             | 495         | 499      | OTHER DEBT          | 40 TRANSFERS OUT                  | (\$2,000,000)   | (\$2,107,680) | (\$4,107,680)   | I/F Loan for Southfork Disaster Recovery Coordinator \$1,817,550 and Floodplain Map Project \$290,130  |
|                   |             |          |                     |                                   | \$61,756,771    | \$15,452,184  | \$77,208,955    |  |
|                   |             |          |                     | <b>RECAP:</b>                     |                 |               |                 |  |
|                   |             |          |                     | Total REVENUE Adjustment          | \$5,687,631     | \$5,372,927   | \$11,060,558    |  |
|                   |             |          |                     | Total TRANSFER IN Adjustment      | \$2,703,373     | \$2,107,680   | \$4,811,053     |  |
|                   |             |          |                     | Total EXPENDITURE Adjustment      | \$55,365,767    | \$10,079,257  | \$65,445,024    |  |
|                   |             |          |                     | Total TRANSFER OUT Adjustment     | (\$2,000,000)   | (\$2,107,680) | (\$4,107,680)   |  |
|                   |             |          |                     |                                   | \$61,756,771    | \$15,452,184  | \$77,208,955    |  |

Department of Finance and Administration  
 Local Government Division  
 Financial Management Bureau

SCHEDULE OF BUDGET ADJUSTMENTS

| (A)<br>ENTITY        | (B)            |             |              |  | (C)<br>REVENUE                       | (D)                | (E)        | (F)                | (G)     |
|----------------------|----------------|-------------|--------------|--|--------------------------------------|--------------------|------------|--------------------|---------|
| RESOLUTION<br>NUMBER | ENTITY<br>FUND | DFA<br>FUND | FUND<br>NAME |  | EXPENDITURE<br>TRANSFER (TO or FROM) | APPROVED<br>BUDGET | ADJUSTMENT | ADJUSTED<br>BUDGET | PURPOSE |

ATTEST: \_\_\_\_\_  
**Jini Turri, MCM, Village Clerk** (Date) \_\_\_\_\_ **Lynn D. Crawford, Mayor** (Date)

**VILLAGE OF RUIDOSO**

**BUDGET CHANGES BETWEEN ADOPTED AND PROPOSED**

**BYE 06/30/25**

| <b>FUND</b>                       | <b>FUND #</b> | <b>BUDGET</b> | <b>REVENUES</b>     | <b>TRANSFERS IN</b> | <b>EXPENDITURES</b>  | <b>TRANSFERS OUT</b> | <b>EXCESS OF REV OVER EXP</b> |
|-----------------------------------|---------------|---------------|---------------------|---------------------|----------------------|----------------------|-------------------------------|
| General Fund                      | 101           | Q2            | \$ 21,115,647       | \$ 4,363,112        | \$ 24,425,114        | \$ 4,215,344         | \$ (3,161,699)                |
| General Fund                      | 101           | Q1            | 21,115,647          | 4,363,112           | 24,418,114           | 4,215,344            | (3,154,699)                   |
| <b>Difference Between Budgets</b> |               |               | <u>-</u>            | <u>-</u>            | <u>7,000</u>         | <u>-</u>             | <u>(7,000)</u>                |
| SGRT                              | 202           | Q2            | 10,609,304          | -                   | 21,918,355           | 437,000              | (11,746,051)                  |
| SGRT                              | 202           | Q1            | 10,609,304          | -                   | 19,050,895           | 437,000              | (8,878,591)                   |
| <b>Difference Between Budgets</b> |               |               | <u>-</u>            | <u>-</u>            | <u>2,867,460</u>     | <u>-</u>             | <u>(2,867,460)</u>            |
| Special Library                   | 213           | Q2            | 77,327              | -                   | 132,307              | -                    | (54,980)                      |
| Special Library                   | 213           | Q1            | -                   | -                   | 54,980               | -                    | (54,980)                      |
| <b>Difference Between Budgets</b> |               |               | <u>77,327</u>       | <u>-</u>            | <u>77,327</u>        | <u>-</u>             | <u>-</u>                      |
| Intergovernmental Grants          | 218           | Q2            | 9,513,757           | -                   | 8,707,270            | 25,652               | 780,835                       |
| Intergovernmental Grants          | 218           | Q1            | 4,720,157           | -                   | 3,913,670            | 25,652               | 780,835                       |
| <b>Difference Between Budgets</b> |               |               | <u>4,793,600</u>    | <u>-</u>            | <u>4,793,600</u>     | <u>-</u>             | <u>-</u>                      |
| Forestry Grants                   | 297           | Q2            | 500,000             | -                   | 549,302              | -                    | (49,302)                      |
| Forestry Grants                   | 297           | Q1            | -                   | -                   | 49,302               | -                    | (49,302)                      |
| <b>Difference Between Budgets</b> |               |               | <u>500,000</u>      | <u>-</u>            | <u>500,000</u>       | <u>-</u>             | <u>-</u>                      |
| FEMA                              | 300           | Q2            | 9,702,333           | 4,811,053           | 6,867,978            | -                    | 7,645,408                     |
| FEMA                              | 300           | Q1            | 9,702,333           | 2,703,373           | 5,036,108            | -                    | 7,369,598                     |
| <b>Difference Between Budgets</b> |               |               | <u>-</u>            | <u>2,107,680</u>    | <u>1,831,870</u>     | <u>-</u>             | <u>275,810</u>                |
| General Capital                   | 320           | Q2            | 969,474             | -                   | 2,844,698            | -                    | (1,875,224)                   |
| General Capital                   | 320           | Q1            | 967,474             | -                   | 2,842,698            | -                    | (1,875,224)                   |
| <b>Difference Between Budgets</b> |               |               | <u>2,000</u>        | <u>-</u>            | <u>2,000</u>         | <u>-</u>             | <u>-</u>                      |
| Other Debt                        | 495           | Q2            | 22,030,000          | -                   | -                    | 4,107,680            | 17,922,320                    |
| Other Debt                        | 495           | Q1            | 22,030,000          | -                   | -                    | 2,000,000            | 20,030,000                    |
| <b>Difference Between Budgets</b> |               |               | <u>-</u>            | <u>-</u>            | <u>-</u>             | <u>2,107,680</u>     | <u>(2,107,680)</u>            |
| TOTAL VOR                         |               | Q2            | 112,268,951         | 14,129,977          | 112,394,759          | 14,129,977           | (125,808)                     |
| TOTAL VOR                         |               | Q1            | 106,896,024         | 12,022,297          | 102,315,502          | 12,022,297           | 4,580,522                     |
| <b>Difference Between Budgets</b> |               |               | <u>\$ 5,372,927</u> | <u>\$ 2,107,680</u> | <u>\$ 10,079,257</u> | <u>\$ 2,107,680</u>  | <u>\$ (4,706,330)</u>         |

| FUND #                       | FUND NAME                | DEPT# | REVENUES          | TRANSFERS IN     | TOTAL REVENUES    | PERSONNEL         | SUPPLIES         | SERVICES         | DEBT SERVICE | TOTAL OPERATIONS (SUP+SVS+DS) | C/O              | SUBTOTAL          | TRANSFERS OUT    | TOTAL EXPENDITURES | NET                |
|------------------------------|--------------------------|-------|-------------------|------------------|-------------------|-------------------|------------------|------------------|--------------|-------------------------------|------------------|-------------------|------------------|--------------------|--------------------|
| <b>GENERAL FUND</b>          |                          |       |                   |                  |                   |                   |                  |                  |              |                               |                  |                   |                  |                    |                    |
| 101                          | GENERAL FUND             | 000   | 21,115,647        | 4,363,112        | 25,478,759        | -                 | -                | -                | -            | -                             | -                | -                 | -                | -                  | 25,478,759         |
| 101                          | Legislative              | 010   | -                 | -                | -                 | 226,690           | 165,400          | 305,220          | -            | 470,620                       | -                | 697,310           | -                | 697,310            | (697,310)          |
| 101                          | Village Clerk            | 012   | -                 | -                | -                 | 214,030           | 8,500            | 43,080           | -            | 51,580                        | -                | 265,610           | -                | 265,610            | (265,610)          |
| 101                          | Administration           | 015   | -                 | -                | -                 | 461,920           | 124,770          | 94,350           | -            | 219,120                       | -                | 681,040           | -                | 681,040            | (681,040)          |
| 101                          | Tourism                  | 016   | -                 | -                | -                 | 126,590           | 7,273            | 9,020            | -            | 16,293                        | -                | 142,883           | -                | 142,883            | (142,883)          |
| 101                          | Judicial                 | 020   | -                 | -                | -                 | 243,240           | 3,950            | 16,900           | -            | 20,850                        | -                | 264,090           | -                | 264,090            | (264,090)          |
| 101                          | Finance                  | 030   | -                 | -                | -                 | 554,710           | 13,180           | 85,785           | -            | 98,965                        | -                | 653,675           | -                | 653,675            | (653,675)          |
| 101                          | Human Resources          | 031   | -                 | -                | -                 | 443,420           | 61,380           | 188,070          | -            | 249,450                       | -                | 692,870           | -                | 692,870            | (692,870)          |
| 101                          | Police                   | 040   | -                 | -                | -                 | 2,523,000         | 237,110          | 268,060          | -            | 505,170                       | 63,734           | 3,091,904         | -                | 3,091,904          | (3,091,904)        |
| 101                          | Police - Administration  | 045   | -                 | -                | -                 | 979,080           | -                | -                | -            | -                             | -                | 979,080           | -                | 979,080            | (979,080)          |
| 101                          | Consolidated Dispatch    | 047   | -                 | -                | -                 | 1,011,390         | 54,250           | 96,123           | -            | 150,373                       | 56,000           | 1,217,763         | -                | 1,217,763          | (1,217,763)        |
| 101                          | Fire                     | 050   | -                 | -                | -                 | 3,253,240         | 317,980          | 196,940          | -            | 514,920                       | -                | 3,768,160         | -                | 3,768,160          | (3,768,160)        |
| 101                          | EMS                      | 051   | -                 | -                | -                 | 93,130            | 42,170           | 34,830           | -            | 77,000                        | 80,000           | 250,130           | -                | 250,130            | (250,130)          |
| 101                          | Planning and Zoning      | 070   | -                 | -                | -                 | 627,480           | 29,500           | 788,655          | -            | 818,155                       | -                | 1,445,635         | -                | 1,445,635          | (1,445,635)        |
| 101                          | Snow Removal             | 080   | -                 | -                | -                 | 371,641           | 550,983          | 764,388          | -            | 1,315,371                     | 124,142          | 1,811,154         | -                | 1,811,154          | (1,811,154)        |
| 101                          | Senior Citizens          | 090   | -                 | -                | -                 | 216,990           | 40,466           | 13,651           | -            | 54,117                        | -                | 271,107           | -                | 271,107            | (271,107)          |
| 101                          | Library                  | 100   | -                 | -                | -                 | 498,200           | 80,425           | 37,900           | -            | 118,325                       | 75,000           | 691,525           | -                | 691,525            | (691,525)          |
| 101                          | Purchasing               | 132   | -                 | -                | -                 | 370,780           | 16,720           | 18,370           | -            | 35,090                        | -                | 405,870           | -                | 405,870            | (405,870)          |
| 101                          | Information Technology   | 133   | -                 | -                | -                 | 66,560            | 368,300          | 261,348          | -            | 629,648                       | 687,766          | 1,383,974         | -                | 1,383,974          | (1,383,974)        |
| 101                          | Swimming Pool            | 150   | -                 | -                | -                 | 73,270            | 87,600           | 28,600           | -            | 116,200                       | -                | 189,470           | -                | 189,470            | (189,470)          |
| 101                          | Parks and Recreation     | 155   | -                 | -                | -                 | 1,950,210         | 672,505          | 408,790          | -            | 1,081,295                     | 393,500          | 3,425,005         | -                | 3,425,005          | (3,425,005)        |
| 101                          | Horton Complex           | 157   | -                 | -                | -                 | -                 | 27,565           | 7,500            | -            | 35,065                        | -                | 35,065            | -                | 35,065             | (35,065)           |
| 101                          | Cemetery                 | 180   | -                 | -                | -                 | -                 | 430              | 10,000           | -            | 10,430                        | -                | 10,430            | -                | 10,430             | (10,430)           |
| 101                          | Cemetery - GV            | 181   | -                 | -                | -                 | -                 | -                | 10,000           | -            | 10,000                        | -                | 10,000            | -                | 10,000             | (10,000)           |
| 101                          | Convention Center        | 391   | -                 | -                | -                 | 394,540           | 92,210           | 76,158           | -            | 168,368                       | 893,646          | 1,456,554         | -                | 1,456,554          | (1,456,554)        |
| 101                          | Wingfield House          | 395   | -                 | -                | -                 | 96,010            | 31,943           | 19,417           | -            | 51,360                        | -                | 147,370           | -                | 147,370            | (147,370)          |
| 101                          | Special Activities       | 791   | -                 | -                | -                 | -                 | -                | 437,440          | -            | 437,440                       | -                | 437,440           | -                | 437,440            | (437,440)          |
| 101                          | Transfers Out            | 920   | -                 | -                | -                 | -                 | -                | -                | -            | -                             | -                | -                 | 4,215,344        | 4,215,344          | (4,215,344)        |
| <b>SUBTOTAL General Fund</b> |                          |       | <b>21,115,647</b> | <b>4,363,112</b> | <b>25,478,759</b> | <b>14,796,121</b> | <b>3,034,610</b> | <b>4,220,595</b> | <b>-</b>     | <b>7,255,205</b>              | <b>2,373,788</b> | <b>24,425,114</b> | <b>4,215,344</b> | <b>28,640,458</b>  | <b>(3,161,699)</b> |
| <b>SPECIAL REVENUE FUNDS</b> |                          |       |                   |                  |                   |                   |                  |                  |              |                               |                  |                   |                  |                    |                    |
| 201                          | CORRECTIONS FEE          | 140   | -                 | -                | -                 | -                 | -                | -                | -            | -                             | -                | -                 | -                | -                  | -                  |
| 202                          | SGRT                     | 2XX   | 10,609,304        | -                | 10,609,304        | -                 | 41,000           | 3,801,231        | 1,060,778    | 4,903,009                     | 17,015,346       | 21,918,355        | 437,000          | 22,355,355         | (11,746,051)       |
| 206                          | EMS                      | 135   | 132,370           | -                | 132,370           | -                 | 82,000           | 18,000           | -            | 100,000                       | 32,370           | 132,370           | -                | 132,370            | -                  |
| 207                          | CERF                     | 204   | -                 | -                | -                 | -                 | 11,014           | -                | -            | 11,014                        | 341,351          | 352,365           | -                | 352,365            | (352,365)          |
| 209                          | FIRE PROTECTION          | 140   | 400,000           | 990,074          | 1,390,074         | -                 | 630,651          | 50,000           | -            | 680,651                       | 1,200,000        | 1,880,651         | 90,074           | 1,970,725          | (580,651)          |
| 211                          | LEPF                     | 430   | 128,000           | -                | 128,000           | -                 | 119,871          | 17,520           | -            | 137,391                       | 52,570           | 189,961           | -                | 189,961            | (61,961)           |
| 213                          | SPECIAL LIBRARY          | 100   | 77,327            | -                | 77,327            | -                 | 81,768           | 50,539           | -            | 132,307                       | -                | 132,307           | -                | 132,307            | (54,980)           |
| 214                          | LODGERS' TAX             | 165   | 2,615,000         | 91,355           | 2,706,355         | -                 | 51,300           | 1,609,243        | -            | 1,660,543                     | -                | 1,660,543         | -                | 1,660,543          | 1,045,812          |
| 214                          | LODGERS' TAX             | 166   | -                 | -                | -                 | -                 | -                | 304,825          | -            | 304,825                       | -                | 304,825           | 245,792          | 550,617            | (550,617)          |
| 215                          | SPECIAL EVENTS           | 167   | -                 | -                | -                 | -                 | -                | -                | -            | -                             | -                | -                 | 91,355           | 91,355             | (91,355)           |
| 216                          | MUNICIPAL GAS TAX FUND   | 080   | 125,000           | 2,672,322        | 2,797,322         | 1,305,470         | 807,645          | 252,700          | -            | 1,060,345                     | 431,507          | 2,797,322         | -                | 2,797,322          | -                  |
| 217                          | SPECIAL RECREATION       | 151   | 280,000           | -                | 280,000           | 118,100           | 170,656          | 161,230          | -            | 331,886                       | 92,549           | 542,535           | -                | 542,535            | (262,535)          |
| 218                          | INTERGOV'TAL GRANTS      | XXX   | 9,513,757         | -                | 9,513,757         | -                 | -                | -                | -            | -                             | 8,707,270        | 8,707,270         | 25,652           | 8,732,922          | 780,835            |
| 219                          | RSVP                     | 091   | 113,550           | -                | 113,550           | 62,480            | 19,961           | 24,300           | -            | 44,261                        | -                | 106,741           | -                | 106,741            | 6,809              |
| 220                          | MAGISTRATE COURT BUILDIN | 025   | 425,592           | -                | 425,592           | -                 | 21,800           | 10,000           | -            | 31,800                        | -                | 31,800            | 315,100          | 346,900            | 78,692             |
| 223                          | DWI GRANT                | 437   | 216,967           | -                | 216,967           | -                 | 6,000            | 210,967          | -            | 216,967                       | -                | 216,967           | -                | 216,967            | -                  |
| 297                          | FORESTRY GRANTS          | 200   | 500,000           | -                | 500,000           | -                 | -                | 549,302          | -            | 549,302                       | -                | 549,302           | -                | 549,302            | (49,302)           |

**CAPITAL PROJECT FUNDS**



| FUND #                       | FUND NAME                       | DEPT# | REVENUES           | TRANSFERS IN      | TOTAL REVENUES     | PERSONNEL         | SUPPLIES          | SERVICES          | DEBT SERVICE     | TOTAL OPERATIONS (SUP+SVS+DS) | C/O               | SUBTOTAL           | TRANSFERS OUT     | TOTAL EXPENDITURES | NET              |
|------------------------------|---------------------------------|-------|--------------------|-------------------|--------------------|-------------------|-------------------|-------------------|------------------|-------------------------------|-------------------|--------------------|-------------------|--------------------|------------------|
| 300                          | FEMA                            | 281   | 9,702,333          | 4,811,053         | 14,513,386         | -                 | -                 | 2,503,491         | -                | 2,503,491                     | 4,364,487         | 6,867,978          | -                 | 6,867,978          | 7,645,408        |
| 302                          | GO BONDS                        | 302   | -                  | -                 | -                  | -                 | 1,516,302         | -                 | -                | 1,516,302                     | 617,665           | 2,133,967          | -                 | 2,133,967          | (2,133,967)      |
| 320                          | GENERAL CAP IMPROVEMENT         | 302   | 969,474            | -                 | 969,474            | -                 | 22,290            | -                 | -                | 22,290                        | 2,822,408         | 2,844,698          | -                 | 2,844,698          | (1,875,224)      |
| <b>DEBT SERVICE FUNDS</b>    |                                 |       |                    |                   |                    |                   |                   |                   |                  |                               |                   |                    |                   |                    |                  |
| 403                          | REVENUE BONDS                   | 403   | -                  | 91,300            | 91,300             | -                 | -                 | -                 | 91,300           | 91,300                        | -                 | 91,300             | -                 | 91,300             | -                |
| 450                          | NMFA LOANS                      | 403   | 990,074            | 520,216           | 1,510,290          | -                 | -                 | -                 | 576,235          | 576,235                       | -                 | 576,235            | 990,074           | 1,566,309          | (56,019)         |
| 495                          | OTHER DEBT                      | 403   | 22,030,000         | -                 | 22,030,000         | -                 | -                 | -                 | -                | -                             | -                 | -                  | 4,107,680         | 4,107,680          | 17,922,320       |
| 499                          | GO BOND FUND                    | 403   | 1,009,346          | -                 | 1,009,346          | -                 | -                 | -                 | 976,920          | 976,920                       | -                 | 976,920            | -                 | 976,920            | 32,426           |
| <b>ENTERPRISE FUNDS</b>      |                                 |       |                    |                   |                    |                   |                   |                   |                  |                               |                   |                    |                   |                    |                  |
| 502                          | UTILITY FUND                    | 000   | 9,311,208          | -                 | 9,311,208          | -                 | -                 | -                 | -                | -                             | -                 | -                  | -                 | -                  | 9,311,208        |
| 502                          | Water Billing                   | 209   | -                  | -                 | -                  | 146,280           | 7,150             | 142,730           | -                | 149,880                       | -                 | 296,160            | -                 | 296,160            | (296,160)        |
| 502                          | Water Production                | 210   | -                  | -                 | -                  | 1,011,310         | 844,450           | 636,830           | -                | 1,481,280                     | -                 | 2,492,590          | 510,360           | 3,002,950          | (3,002,950)      |
| 502                          | Administration                  | 212   | -                  | -                 | -                  | 445,440           | 175,288           | 611,773           | -                | 787,061                       | -                 | 1,232,501          | -                 | 1,232,501          | (1,232,501)      |
| 502                          | Water Distribution              | 220   | -                  | -                 | -                  | 1,681,490         | 376,275           | 933,946           | -                | 1,310,221                     | 2,903,570         | 5,895,281          | 208,490           | 6,103,771          | (6,103,771)      |
| 503                          | AIRPORT                         | 170   | 2,449,106          | 470,795           | 2,919,901          | 653,220           | 1,173,133         | 236,230           | -                | 1,409,363                     | 931,164           | 2,993,747          | -                 | 2,993,747          | (73,846)         |
| 507                          | AFFORDABLE HOUSING              | 520   | 1,000,000          | -                 | 1,000,000          | -                 | 600,000           | -                 | -                | 600,000                       | 1,202,243         | 1,802,243          | -                 | 1,802,243          | (802,243)        |
| 508                          | AFFORDABLE HOUSING RENT         | 521   | 132,000            | -                 | 132,000            | -                 | 5,800             | 40,000            | -                | 45,800                        | -                 | 45,800             | -                 | 45,800             | 86,200           |
| 510                          | RWWTP - JUB                     | 410   | 12,744,826         | -                 | 12,744,826         | 981,420           | 1,482,525         | 1,491,377         | -                | 2,973,902                     | 7,622,377         | 11,577,699         | 41,340            | 11,619,039         | 1,125,787        |
| 510                          | Village of Ruidoso              | 411   | -                  | -                 | -                  | -                 | -                 | 30,000            | 1,132,954        | 1,162,954                     | 1,500,000         | 2,662,954          | 2,381,626         | 5,044,580          | (5,044,580)      |
| 522                          | SOLID WASTE                     | 200   | 4,800,870          | -                 | 4,800,870          | 1,617,990         | 363,850           | 1,781,890         | -                | 2,145,740                     | 432,963           | 4,196,693          | 470,090           | 4,666,783          | 134,087          |
| 522                          | Forestry Services               | 201   | -                  | -                 | -                  | 362,320           | 20,300            | 310,600           | -                | 330,900                       | -                 | 693,220            | -                 | 693,220            | (693,220)        |
| 537                          | RADIO STATION                   | 537   | 5,000              | 119,750           | 124,750            | 71,350            | 36,250            | 17,150            | -                | 53,400                        | -                 | 124,750            | -                 | 124,750            | -                |
| <b>INTERNAL SERVICE FUND</b> |                                 |       |                    |                   |                    |                   |                   |                   |                  |                               |                   |                    |                   |                    |                  |
| 600                          | INTERNAL SERVICE                |       | 872,200            | -                 | 872,200            | -                 | 55,745            | 885,850           | -                | 941,595                       | -                 | 941,595            | -                 | 941,595            | (69,395)         |
|                              | <b>SUBTOTAL Other Funds</b>     |       | <b>91,153,304</b>  | <b>9,766,865</b>  | <b>100,920,169</b> | <b>8,456,870</b>  | <b>8,723,024</b>  | <b>16,681,724</b> | <b>3,838,187</b> | <b>29,242,935</b>             | <b>50,269,840</b> | <b>87,969,645</b>  | <b>9,914,633</b>  | <b>97,884,278</b>  | <b>3,035,891</b> |
|                              | <b>TOTAL Village of Ruidoso</b> |       | <b>112,268,951</b> | <b>14,129,977</b> | <b>126,398,928</b> | <b>23,252,991</b> | <b>11,757,634</b> | <b>20,902,319</b> | <b>3,838,187</b> | <b>36,498,140</b>             | <b>52,643,628</b> | <b>112,394,759</b> | <b>14,129,977</b> | <b>126,524,736</b> | <b>(125,808)</b> |
| 214                          | LODGERS' TAX                    |       | 2,615,000          | 91,355            | 2,706,355          | -                 | 51,300            | 1,914,068         | -                | 1,965,368                     | -                 | 1,965,368          | 245,792           | 2,211,160          | 495,195          |
| 502                          | JOINT UTILITY FUND              |       | 9,311,208          | -                 | 9,311,208          | 3,284,520         | 1,403,163         | 2,325,279         | -                | 3,728,442                     | 2,903,570         | 9,916,532          | 718,850           | 10,635,382         | (1,324,174)      |
| 510                          | RWWTP FUND                      |       | 12,744,826         | -                 | 12,744,826         | 981,420           | 1,482,525         | 1,521,377         | 1,132,954        | 5,118,276                     | 9,122,377         | 14,240,653         | 2,422,966         | 16,663,619         | (3,918,793)      |
| 522                          | SOLID WASTE FUND                |       | 4,800,870          | -                 | 4,800,870          | 1,980,310         | 384,150           | 2,092,490         | -                | 2,476,640                     | 432,963           | 4,889,913          | 470,090           | 5,360,003          | (559,133)        |

|        | RECAP      |            |             |
|--------|------------|------------|-------------|
|        | EXP        | T/O        | TTL         |
| GEN    | 24,425,114 | 4,215,344  | 28,640,458  |
| SP REV | 38,757,045 | 1,204,973  | 39,962,018  |
| DBT    | 1,644,455  | 5,097,754  | 6,742,209   |
| ENT    | 34,013,638 | 3,611,906  | 37,625,544  |
| ISF    | 941,595    | -          | 941,595     |
| VOR    | 99,781,847 | 14,129,977 | 113,911,824 |



# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 2.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Joshua Long, Street Manager

**Meeting Date:** January 28, 2025

**Re:** Discussion and Possible Action on Purchase of a 10,000 Gallon Horizontal AC Tank to Replace the Current Antiquated Failed Tank.

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### **Item Summary:**

Discussion and Possible Action on Purchase of a 10,000 Gallon Horizontal AC Tank to Replace the Current Antiquated Failed Tank.

### **Financial Impact:**

Upon approval of the purchase, the Finance department will complete a budget adjustment to increase the Street Department's Capital Outlay - Building Improvements line item (216-080-53000). The purchase amount is \$106,463 plus estimated freight of \$30,000 for an estimated total of \$136,463.00.

### **Item Discussion:**

The Street department is in dire need to replace the asphalt oil tank, without the tank the street department's paving operations are at a stand still. As you know the street department is successful with our COOP and MAP projects having a village owned asphalt plant as well as having our own capability to repair roads, street cuts, pave new and old village owned areas. There was an IFB that went out twice with No Response, the Street Manager was directed to obtain three (3) quotes with just two responses received

### **Recommendations:**

To Approve Purchase of a 10,000 Gallon Horizontal AC Tank to Replace the Current Antiquated Failed Tank.

### **ATTACHMENTS:**

Description  
Quotes



## INTEGRATED PROCESS SOLUTIONS

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# Heatec 10,000 Gallon Horizontal Asphalt Tank

1/15/2025

**Joshua Long**  
**City of Ruidoso**  
**200 Close Rd.**

**Ruidoso, NM 88345**

PROPOSAL NUMBER ELCZQ3563-03  
10,000 Gallon AC Tank

**HEATEC, INC.**  
(A Division of Astec Industries, Inc.)  
Lane Van Lith

[www.astecindustries.com](http://www.astecindustries.com)

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## Heatec 10,000 Gallon Horizontal

Heatec, Inc.

City of Ruidoso  
ELCZQ3563-03  
1/15/2025

| Qty                                | Product  | Description  | Extended Price           |        |                                    |     |                          |          |                           |         |  |
|------------------------------------|----------|--|--------------------------|--------|------------------------------------|-----|--------------------------|----------|---------------------------|---------|--|
| 1                                  | TA-10D   | <p>10,000 gallon WELBILT® horizontal liquid asphalt tank constructed of ¼" plate and has finned pipe heating coils. There will be 242 square ft. of heating surface. Tank is equipped with temperature controls, 6" insulation, and natural aluminum jacket. Temperature controller actuates electric operated by-pass valve to control asphalt temperature. Tank is built on saddles. Aluminum skin is .040" thick. Float and limit switch to allow for high level alarm and pump shut off.</p> <p>Constructed of ¼" thick A-36 steel plate for storage of 10,000 gallons of liquid asphalt. Tank is insulated with 6" thick blanket of fiberglass. Tank is 100% insulated. Tank insulation cover is aluminum shell with pre-painted aluminum finish. Tank ends are steel with Astec high temperature brown paint.</p> <p>All tanks have high and low limit switches in the tank. If the high limit switch trips, the unloading pump shuts off automatically, to prevent overfilling the tank and running asphalt out on the tank and ground. If the low limit switch trips, hot oil will bypass the tank keeping the tank coils from becoming "coked". Asphalt can be drawn from beneath the coils of the tank. All of our tanks are built according to U.L. standards. This will give you the assurance that the tanks are safe.</p> <p>All tanks have a 3-way temperature control valve with electric actuator (plug valve with Apollo actuator). Valve will close automatically if temperature is reached in the tank, keeping you from overheating the contents of the tank and making your heater operate more efficiently.</p> <p>The Hot oil coils will be built of finned pipe arranged in the bottom of the tank to transfer heat into asphalt. Our tanks have over 2 times the required square footage of heating coils required to maintain your tank temperature. This allows your tank to operate more efficiently and gives you the added value of bring up a cold load of asphalt quickly. Thermometer is installed in the tank end for temperature indication. If your asphalt falls to a predetermined temperature the agitator will not operate. This will keep you from burning up the motor or breaking the shaft and paddles.</p> <p>A 3" asphalt line inside the tank serves as an asphalt overflow and vent. A 3" asphalt return inlet and a 3" asphalt unloading inlet are also provided. All connections are flanged not screwed connections. A 3" drain valve is furnished to drain the asphalt below the coils. Tank is equipped with an 18" quick access manhole with ladders inside and out.</p> <p>Tank insulation cover is .040" thick natural finished aluminum. Paint will be Astec high temperature brown on the ends and connections, unless otherwise specified. A float type level indicator with rod indicates asphalt level in the tank.</p> <table border="0"> <tr> <td>Nominal volume (gallons)</td> <td>10,000</td> </tr> <tr> <td>Heating surface area (square feet)</td> <td>242</td> </tr> <tr> <td>Tank width (feet-inches)</td> <td>11'-1 ½"</td> </tr> <tr> <td>Tank height (feet-inches)</td> <td>11' 11"</td> </tr> </table> | Nominal volume (gallons) | 10,000 | Heating surface area (square feet) | 242 | Tank width (feet-inches) | 11'-1 ½" | Tank height (feet-inches) | 11' 11" |  |
| Nominal volume (gallons)           | 10,000   |  |                          |        |                                    |     |                          |          |                           |         |  |
| Heating surface area (square feet) | 242      |  |                          |        |                                    |     |                          |          |                           |         |  |
| Tank width (feet-inches)           | 11'-1 ½" |  |                          |        |                                    |     |                          |          |                           |         |  |
| Tank height (feet-inches)          | 11' 11"  |  |                          |        |                                    |     |                          |          |                           |         |  |

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| Qty | Product  | Description  | Extended Price   |
|-----|----------|--|------------------|
|     |          | Tank length (feet-inches)  | 18' 4"           |
|     |          | Weight (pounds)  | 19,963           |
|     |          | WELBILT® is a registered trademark of Heatec, Inc.   |                  |
| 1   | TA.OF.01 | Natural aluminum skin. The tank insulation cover is aluminum shell.  |                  |
| 1   | SAMPLEV  | A ¾" x ½" sampling valve is provided on the tank and facilitates frequent sampling. The valve is designed specifically for sampling. Consequently it eliminates the hazards and difficulties associated with using other types of valves for samples. It is virtually clog-free and does not require a hot oil jacket. It is leak-free when closed and provides free-flow when opened. |                  |
|     |          | SubTotal   | <b>\$106,463</b> |

**Quote Summary:**

|   |                  |
|---|------------------|
| <b>Total for Equipment:</b>                 | <b>\$106,463</b> |
| <b>Down Payment:</b>                        | <b>\$31,939</b>  |
| <b>Payment due when ready for shipment:</b> | <b>\$74,524</b>  |
| <b>Payment due after shipment:</b>          | <b>\$0</b>       |

| Qty      | Product  | Description   | Extended Price  |
|----------|----------|---|-----------------|
| OPTIONS: |          |   |                 |
| 1        | TA-LG    | <p>Level gauge with internal float mechanism. The gauge board has a board marked in feet and inches. It goes from the top of the tank to its bottom and can be installed at one of several locations around the outside of the tank. A bulls eye indicator runs up and down the board to indicate the level of liquid inside the tank. The indicator is suspended from a cable that runs through piping and trap at the top of the tank and is attached to a float inside the tank. The bulls eye engages a switch at the top of the board to shut off heat to the heating coils in the tank when the liquid level drops below the coils. This is done to prevent coking the coils. The bulls eye engages another switch at the bottom of the board to shut off the unloading pump to prevent overflowing the tank when it is being filled. (Ladder and handrails are recommended for maintenance).</p> <p>(Optional)</p> | <b>\$6,924</b>  |
| 1        | ACAP-005 | <p>A 3" asphalt unloading pump is provided with the pump outlet piped to one asphalt tank or compartment (Maximum 20 feet). The 200 gpm pump package includes jacketed piping, strainer, pump, 15 HP motor, cartridge seal, base and mounting. Starter Included. (Optional)</p>   | <b>\$25,713</b> |

## **SALES PROPOSAL SPECIFIC TERMS AND CONDITIONS**

**PRICING:** - The Price is valid for fifteen (15) days after date of this Sales Proposal.  
- The Prices do not include any sale, use, property value added, duties, tariffs or other taxes or charges, whether federal, state, local or provincial that may be applicable, which shall be the responsibility of the Purchaser.

**TERMS:** 30% Deposit - 70% Balance Due when Heatec is ready to ship.

**Heatec does not accept credit cards  
as form of payment on major equipment sales.**

***Please email a copy of signed contract to:***

Upon receipt of invoice, please FedEx or wire (see invoice for wiring instructions) amount due and original signed contract to:

Heatec, Inc.  
Attn: Jenifer Ferking  
5200 Wilson Rd.  
Chattanooga, TN 37410

**PACKING:** - The Price includes Heatec's standard packing. If Purchaser requires special packing, the extra cost caused thereby shall be borne by Purchaser.

**SHIPPING:** - Transportation charges from point of shipment to point of destination shall be arranged for and paid for by the Purchaser, unless a separate freight contract is entered into between the parties.  
- Purchaser shall control the type of transportation and routing.

**DELIVERY/SHIPMENT:**  
- An anticipated ready for ship date shall be established upon Heatec's receipt of signed Sales Proposal and Heatec's receipt of the down payment.  
- Delivery is FCA point of shipment Heatec site, Incoterms 2020

**SERVICE:** See SERVICE page in this quotation if applicable.

**SOFTWARE:** See SOFTWARE page in this quotation if applicable.

**DELAY:** - If Heatec is not released by the Purchaser to order materials for fabrication at the time Purchaser signs this Sales Proposal, Heatec reserves the right to review and adjust the Price.  
- In addition, delays in fabrication due to delays in Purchaser's release or other reasons due to Purchaser, will require an adjustment in the anticipated shipment date.



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## SALES PROPOSAL AGREEMENT

### INFORMATION FROM CUSTOMER

**Astec requires the following information before the foundation design process can begin:**

#### **A. Purchaser Approved Plant Layout**

**AND**

#### **B. One of the following items:**

1. Geotechnical report stating the allowable soil bearing pressure and frost depth values if shallow or mat foundations are acceptable for the proposed site. This report should include any site preparations required by the Purchaser to ensure the bearing pressure is achieved. This report should include all seismic design criteria including the soil site class. The settlement tolerances for Astec's equipment are 3/4" immediate and 1-1/4" total settlement. These settlement criteria should be considered when developing the site recommendations. Furthermore, allowable passive pressure and friction resistance around the foundation should be included for lateral load resistance.
2. Geotechnical report stating the recommended friction or bearing capacity per pile if deep foundations are required at the proposed site. This report should also include all seismic design criteria including the soil site class. Pile length, minimum center-to-center distance, allowable skin friction and end bearing capacity, and applicable corrosion resistant measures should be included in the report. The pile size should be designated; for steel piles, designate the HP section, and for concrete or timber piles, designate the diameter and other pertinent dimensions. The allowable passive pressure and friction resistance around the foundation should be included for lateral load resistance. Site preparations required by the Purchaser to ensure the pile capacity is attained should be clearly specified. The feasibility of using a low soil bearing pressure under shallow foundations for light equipment should be addressed. The settlement tolerances for Astec's equipment are 3/4" immediate and 1-1/4" total settlement.
3. Written statement of an allowable soil bearing pressure on Purchaser letterhead. The Purchaser is responsible for ensuring the bearing pressure at the site meets or exceeds this stated value, and for ensuring lateral loads can be resisted through passive pressure and friction resistance around the foundation. However, it is preferable to attain site recommendations from a qualified geotechnical engineer. Astec will not be able to place an engineer seal (in states where Astec engineers are licensed) on foundation drawings unless a geotechnical report is received.

Astec will provide size and weight information upon request to assist in developing the subsurface recommendations. Contact Astec Engineering Dept. at (423)-867-4210 or the Project Manager for more information.



## GENERAL TERMS AND CONDITIONS OF SALE

**GENERAL:** As used herein, "Equipment" is the equipment and/or parts identified in this Sales Proposal. These General Terms and Conditions of Sale (the "Terms") and the remaining sections of this Sales Proposal are collectively referred to in the Terms as the "Agreement." The Agreement sets forth the entire, exclusive and complete agreement of Astec and Purchaser with respect to the sale and purchase of the Equipment, and supersedes any prior or contemporaneous written or oral agreement, understanding and communications and any course of dealing, usage of trade or course of performance. This Agreement prevails over any of Purchaser's terms and conditions of purchase or purchase order, regardless of whether or when Purchaser submitted such terms and conditions or purchase order. No waiver or modification of any of this Agreement shall be effective unless in writing and signed by both parties.

**PERFORMANCE CONDITIONS:** The performance of the Equipment covered in this proposal cannot be exactly predicted for every operating condition. In consequence, any predicted performance data submitted is intended to show probable operating results which may be closely approximated, but which cannot be guaranteed except as expressly stated in the warranty clause herein.

**ENGINEERING:** Astec and Purchaser acknowledge and contemplate that any engineering services for which Astec is responsible pursuant to this Agreement will be performed by engineers employed by Astec only to the extent allowed by applicable laws and regulations. Otherwise, such engineering services will be provided by qualified, licensed engineers selected and retained by Astec at Astec's expense. Except as otherwise provided herein, Astec and Purchaser acknowledge and contemplate that upon acceptance of this order by Astec, Astec's engineering department or a qualified, licensed engineer selected and retained by Astec at Astec's expense will perform whatever engineering analysis and design is necessary to facilitate the efficient and effective operation and performance of the Equipment being furnished to Purchaser as set forth herein, and will prepare whatever plant layouts, drawings, and design specifications are necessary in Astec's discretion to facilitate optimal performance. Astec and Purchaser further acknowledge and contemplate that this engineering process may result in modifications or changes which may include, but are not limited to: modifications in conveyor lengths, sizes, speeds, angles, or positions; changes in motor sizes; changes in Equipment or plant configuration; and modifications or parts lists.

**DRAWINGS:** Astec will furnish Purchaser with necessary drawings and instruction for erection of the Equipment. Astec will not be held responsible for design and/or

installation of footings and/or other items necessary for installing the Equipment unless otherwise stated herein.

**DIFFERING SITE CONDITIONS:** If, in the performance of this Agreement, subsurface or latent conditions at the site are found to be materially different from those indicated by geotechnical reports provided by Purchaser, or unknown conditions of an unusual nature are disclosed differing materially from those ordinarily encountered, then such conditions may result in adjustments to the price and dates for delivery, setup and startup.

**CONFIDENTIALITY:** All non-public, confidential or proprietary information of Astec, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Purchaser lists, pricing, discounts or rebates, disclosed by Astec to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement shall be treated by Purchaser as confidential and may not be disclosed to any third party or copied by Purchaser unless authorized in advance by Astec in writing. Upon Astec's request, Purchaser shall return all documents and other materials received from Astec. Astec shall be entitled to seek injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

**WARRANTY:** Except as otherwise provided herein, Astec shall repair, or at its option replace FCA point of shipment, any Equipment manufactured by it and furnished hereunder which within one (1) year from shipment, so long as shipment occurs within one hundred eighty (180) days of Astec's Ready to Ship Notification To Purchaser, is found to be defective in design, workmanship, or material, provided any operation of the Equipment by Purchaser has been in accordance with generally approved practice as instructed by Astec service personnel or set forth in Astec service instructions, if any, and provided that Purchaser notifies Astec in writing as soon as such defect becomes apparent. The right to have defective Equipment repaired or replaced shall constitute the sole and exclusive remedy for breach of this limited warranty. Labor for defective Equipment repair will be the responsibility of Astec. Astec is not responsible for mileage, travel time, travel expenses, overtime labor, and any freight expenses required to facilitate the repair. Astec makes no warranties or guarantees with respect to Equipment not manufactured by Astec, including but not limited to diesel engines, motors, scales, speed reducers, and other assemblies, valves, solenoids, and other parts and



accessories. Liners, castings, and furnace refractories, which are subject to wide variations of destructive service, are not covered by this warranty and are a maintenance responsibility of Purchaser from the beginning of operation, unless special warranties are expressly extended as special provisions of this Agreement. Astec will pass through to Purchaser any warranties and limitations provided by the original manufacturer of parts used in the Equipment manufactured by Astec, but Astec does not provide any warranty as to such items. No warranty shall apply to Equipment which has been repaired or altered by others so as, in Astec's judgment, to adversely affect the same or which shall have been subject to negligence, accident, abuse or improper care, installation, maintenance, storage or other than normal use or service, during or after shipment. No warranty shall apply to any used Equipment. No warranty shall apply to any Equipment adversely affected by being used with any machinery, part or accessory not manufactured or authorized by Astec. Astec does not warrant or represent that any Equipment furnished by it meets any federal, state or local safety, environmental or electrical regulations. Astec is wholly discharged from all liability under this warranty in the event that Purchaser fails to pay for the Equipment in accordance with the applicable purchase terms. This warranty extends only to the first end-user and is not transferable. This warranty may not be modified except pursuant to a written agreement signed by both parties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTY OF TITLE), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. THE PARTIES FURTHER AGREE THAT NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF CONTRACTS, OR FOR ANY OTHER INDIRECT LOSS RESULTING FROM ANY BREACH OF WARRANTY OR ANY TERM OF THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF EXCEPT WITH RESPECT TO CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF ASTEC'S NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT SHALL ASTEC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ASTEC FOR THE EQUIPMENT SOLD HEREUNDER.

**INSURANCE:** Until Equipment is accepted and the price is paid in full, Purchaser shall provide and maintain insurance to the total value of the Equipment delivered hereunder against customary casualties and risks, including fire and explosion, and shall also insure against liability for accidents or injuries to the public or to employees, naming Astec as an additional insured. All loss resulting from failure to effect such insurance shall be assumed by Purchaser. If Astec will be performing any services at Purchaser's site under this Proposal, Astec shall procure and maintain (i) Commercial General Liability (CGL) coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, (ii) Business Auto Liability with limits of at least \$1,000,000, and (iii) Workers Compensation and Employers Liability Insurance with limits of at least \$1,000,000, naming Purchaser as an additional insured on the CGL and Auto policies.

**SECURITY INTEREST; COST OF RECORDING:** Purchaser hereby conveys and grants to Astec a purchase money security interest in the Equipment to secure payment by Purchaser of all amounts due hereunder including the purchase price and all expenses, legal or otherwise (including court costs and attorney's fees) incurred by Astec in collecting or endeavoring to collect any or all of the foregoing, in protecting any collateral and in enforcing this contract. The Equipment shall remain personal property in all respects notwithstanding the manner of annexation of any of the Equipment to realty. Purchaser agrees to execute any instrument or document considered necessary by Astec to perfect its security interest in the Equipment. Until default hereunder, Purchaser may have possession of the Equipment and use the same in any lawful manner not inconsistent with these general conditions or with any policy on insurance thereon. Purchaser will pay the costs and taxes due for recording and filing any Financing, Continuation or Termination Statements with respect to Astec's security interest in the Equipment or in connection with any of the other security documents referred to above.

**EQUIPMENT NOT TO BE REMOVED:** As long as the security interest in the Equipment is retained by Astec, the Equipment shall not be removed from the erection site and Purchaser shall not permit, voluntarily or involuntarily, the Equipment or any part of it to be sold, transferred, encumbered, attached, seized or removed in any manner whatsoever.

**DEFAULT:** Upon default by Purchaser in the payment of the purchase price or any portion thereof when due or in the payment of all or any portion of any other indebtedness secured under this contract when due or in the performance of any other term or provision hereof, all unpaid amounts due Astec shall thereupon be immediately due and payable and Astec shall have the rights and remedies contained



herein and the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York or under the laws of any other jurisdiction as a court of competent jurisdiction shall determine to be applicable. In the event of default, the following provisions shall apply: (a) Purchaser shall, upon request of Astec, assemble the Equipment and make it available to Astec; (b) Astec may enter Purchaser's premises where any part of the Equipment is located, and take possession of and remove all or any portion of the Equipment for purposes of disposition pursuant hereto; (c) Purchaser agrees that sales for cash or on credit to a wholesaler, retailer, or user or property of the type subject to this Agreement or at public auction or private sale are all commercially reasonable; (d) Astec shall give Purchaser notice of the time and place of any sale of any of the Equipment or of the time after which any private sale or any other intended disposition thereof is to be made by notice, postage prepaid and addressed to Purchaser at the latest address of Purchaser appearing on the records of Astec at least seven (7) days before the time of the sale or other disposition, which provisions for notice Purchaser and Astec agree are reasonable; (e) any proceeds of any disposition of any of the Equipment may be first applied by Astec to the payment of expenses in connection with exercising its rights and remedies hereunder, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be as Astec may elect in its sole discretion; (f) if the sale or other disposition of the Equipment fails to satisfy in full obligations of Purchaser secured by this Agreement, and the reasonable direct expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses incurred by Astec in connection with this Agreement or the obligation it secures, Purchaser shall be liable for any deficiency.

**PERMITS AND APPROVAL OF PLANS:** Purchaser assumes all responsibility for securing any necessary governmental approvals of the plans and specifications and any permits required for the installation of the Equipment, all at Purchaser's expense.

**PERMIT CONTINGENCY:** If the purchase of Equipment under this proposal is contingent on Purchaser's receipt of one or more permits or other governmental approvals, then the price set forth in this proposal will be binding on Astec only if Purchaser notifies Astec within ninety (90) days after acceptance by Astec that all contingencies have been fulfilled or are waived. If the contingency period extends more than ninety (90) days after acceptance by Astec, the price may be increased to reflect increases in Astec's cost of purchased components and/or raw materials.

**COMPLIANCE WITH APPLICABLE LAWS:** Purchaser assumes all responsibility for complying with all federal, state and local statutes, laws, codes, regulations and ordinances

in connection with the installation and operation of the Equipment and any other activity related thereto, including, without limitation, all federal, state and local environmental laws and regulations relating to pollution and protection of the environment and the Occupational Safety and Health Act and all rules and regulations promulgated thereunder.

**PATENTS:** In the event that any of the Equipment specified in this proposal is based upon designs of or furnished by Purchaser, Purchaser shall indemnify Astec for any loss or expense incurred by it by reason of any claim for infringement of patents.

**SHIPMENT:** If Purchaser is in default of any of its obligations under this Proposal, Astec may, at its election, withhold any further performance of its obligations and duties under this Proposal until such time as such default has been cured by Purchaser, in which event the anticipated date of shipment as set forth herein shall be adjusted accordingly. Astec shall not be liable or responsible for, nor shall the contract price, stated herein, be reduced by any amount because of any matters beyond the control of Astec which delay or postpone the anticipated date set forth above for the delivery of the Equipment, such matters including, but not limited to, warlike acts, civil disorder, governmental restriction, acts of God, acceptance of United States governmental contracts, strike, lockout, accidents, freight embargo, fire, flood, supply, labor or transportation disruptions, or any unforeseen water, soil or rock conditions. A detailed shipping list will accompany the bill of lading and Purchaser agrees to check this Equipment as it is unloaded and any claim for shortage against Astec will be made in writing within 48 hours of time of unloading. Claims for loss in transit will be made on the carrier by Purchaser. Except to the extent otherwise provided herein, Purchaser has full responsibility for erection and installation.

**ATTORNEY'S FEES:** If the indebtedness, including late charges, arising out of this or any other transaction between Astec and Purchaser is placed in the hands of an attorney for collection, or is collected by and through an attorney, Purchaser will pay all direct costs of collection, including without limitation, court costs and reasonable attorney's fees.

**POSTPONED DELIVERY:** If, at Purchaser's request, delivery is delayed or postponed over sixty (60) days, Purchaser shall pay to Astec any additional costs, including plant Equipment storage, incurred by Astec arising from such delay or postponement. In addition, the balance remaining unpaid on the contract price shall become due and payable. If, as a result of the delay the Equipment requires repainting, all costs associated with repainting shall be paid by Purchaser.

**EQUIPMENT CERTIFICATION:** Once certification and fabrication has been completed on control houses and



power houses, if state certification specifications change or unit(s) is to be shipped to a location other than that for which the certification was acquired, the cost of any recertification and/or modifications required to the Equipment shall be paid by Purchaser.

**LIMITATION OF PROPOSAL:** The price and terms quoted in this proposal are subject to acceptance by Purchaser within a period 15 days from the date hereof, except that Astec shall have the right to withdraw its proposal at any time before formal acceptance by Purchaser.

**EXECUTION OF CONTRACT:** This Proposal is merely the solicitation of an order and is not an offer from Astec to Purchaser (even though executed on behalf of Astec under "RESPECTFULLY SUBMITTED,") and does not obligate Astec in any manner whatsoever until this Proposal is both executed below on behalf of Purchaser as an order made to Astec as well as executed below on behalf of Astec as an acceptance of such order from Purchaser, at which time this proposal shall become a binding contract between Astec and Purchaser. Once this Proposal has become a binding contract, it cannot be suspended or cancelled without the prior written consent of Astec, which may be withheld in the sole discretion of Astec. In no event will consent be given without full reimbursement by Purchaser of all Astec's expenses, damages and losses arising from cancellation or suspension.

**SEVERABILITY:** If any provision of this Agreement is found to be legally invalid or unenforceable: (i) the validity and enforceability of the remainder of this Agreement shall not be affected, (ii) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and (iii) such provision shall be valid, enforceable and enforced in its modified form.

**ASSIGNMENT:** Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Astec. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

**LAW CONTROLLING:** This Agreement and all questions regarding the performance of the parties hereunder shall be controlled by the laws of the State of New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or the transactions contemplated thereby.

**ARBITRATION:** Any dispute or claim (other than non-payment by Purchaser) arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, and any related tort, statutory and equitable claims (each a "Dispute") shall be referred to arbitration at the request of

either party before a single arbitrator. In any arbitration both parties shall be entitled to be legally represented. A Dispute shall be arbitrated solely under Title 35 United States Code, as interpreted by the United States Court of Appeals for the Federal Circuit, and pursuant to Title 9 United States Code, the Federal Arbitration Act. The Arbitration Rules of the Center for Public Resources, New York, New York, for Non-Administered Arbitration of Business Disputes, as they existed on the date of this Agreement, are adopted as the rules governing this arbitration. The arbitration shall take place in New York, New York. Any litigation between Astec and Purchaser that does not involve a Dispute as defined by this Section shall be brought exclusively in a state or federal court in the State of New York, County of New York. The parties hereby waive any right to challenge such choice of jurisdiction or venue or to seek transfer to another jurisdiction. **THE PARTIES FURTHER KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF THE DISPUTE.**

**TAXES:** Prices quoted herein do not include any Federal, State or Municipal Taxes, duties or tariffs. If under existing or future law passed by the United States, any state or any municipality, Astec is required to pay or collect a tax, duty, tariff, impost or charge upon the manufacture, sale, use or assembly of the material described herein, the Price shall be increased by the amount of such tax, duty, tariff, impost or charge. The amount of such increase is to be paid to Astec upon demand. If Purchaser holds resale tax permits and the material described herein is for resale, such information shall be shown by Purchaser.

**BACK-CHARGES AND ALLOWANCES:** Astec shall not be called upon to make any allowance for material, labor, repairs or alterations made for its account unless authorized by Astec in writing.

**INSPECTION AND ACCEPTANCE PERIOD:** Purchaser agrees to inspect the Equipment immediately after delivery, or, in the event the Equipment is to be installed by Astec, immediately after such installation by Astec. Purchaser also agrees that any claims which Purchaser may have of any nature whatsoever after such inspection, including, but not limited to, any claims for nonconforming Equipment or improper installation (if installation has been rendered by Astec), shall be made in writing to Astec within ONE HUNDRED TWENTY (120) calendar days after such delivery or installation (as the case may be) (such ONE HUNDRED TWENTY- (120) day period being referred to herein as the "Acceptance Period"), otherwise any such claim shall be deemed waived and shall not be enforceable against Astec except to the extent that such claims come within the scope of the limited warranty set forth above.

**RESPONSIBILITY OF PURCHASER FOR OPERATION OF EQUIPMENT:** The operation of the Equipment both prior



and subsequent to the Acceptance Period shall be the sole and exclusive responsibility of Purchaser. Any assistance rendered by Astec's representatives during the Acceptance Period in connection with the preliminary operations and demonstrations of capacity and performance of the Equipment or in any other capacity shall be given solely in a consulting or advisory capacity and shall not release Purchaser in any manner whatsoever from its responsibility for operating the Equipment. Purchaser agrees to indemnify and hold harmless Astec, its affiliates and their respective employees from and against any and all liabilities, damages, obligations and claims (including, without limitation, court costs and reasonable attorney's fees) arising from or with respect to the operation of the Equipment. Without limiting the generality of the preceding sentence, the parties acknowledge and agree that if a claim initially was brought against Astec for defective manufacture, design or the like and was final determined by a court of competent jurisdiction or otherwise settled (such settlement being with Purchaser's consent) on a basis relating to the negligent operation or use of the Equipment, Astec would be entitled to indemnification pursuant to the provisions of the preceding sentence.

**INDEMNIFICATION:** Each party covenants and agrees that it will indemnify and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, expenses, judgments and awards, including without limitation court costs and reasonable attorneys' fees, for property damage, bodily injury or death to the extent arising out of or caused by the negligent acts or omissions of such party, its directors, officers, employees, agents and/or subcontractors.

**SALES PROPOSAL SOFTWARE TERMS OF USE:** These Software Terms of Use ("Terms of Use") govern the use of Astec software ("Software"), including all user manuals, technical manuals and any other materials in printed, electronic or other form, that describe the Software or its use (collectively, "Documentation") that is or has been furnished by Astec to Purchaser for use in connection with the Equipment.

**1. License Grant.** Subject to Purchaser's strict compliance with these Terms of Use and pursuant to and conditioned upon Purchaser's compliance with all of the terms of the purchase agreement for the Equipment (the "Equipment Purchase Agreement"), including, but not limited to its payment terms, Astec hereby grants to Purchaser a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software solely in connection with its operation of the Equipment pursuant to the instructions contained in the Documentation. The foregoing license will terminate immediately on the earlier to occur of: (a) Purchaser's removal, disposal or transfer of the Equipment; or (b) Purchaser's failure to comply with these Terms of Use.

**2. Use Restrictions.** Purchaser shall not, directly or indirectly: (a) use the Software or Documentation except as set forth in Paragraph 1; (b) copy the Software or Documentation, in whole or in part; (c) modify, translate, adapt or otherwise create derivative works of the Software or any part thereof; (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other software programs; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright or other intellectual property or proprietary rights notices included on or in the Software or Documentation; (g) transfer or otherwise provide any access to or use of the Equipment or the Software or any features or functionality of the Software, for any reason, to any other person or entity; (h) use or attempt to use the Software or Documentation in, or in association with, components, systems or equipment other than the Equipment; (i) use or attempt to use the Software or Documentation in violation of any law, regulation or rule; or (j) use or attempt to use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Astec's commercial disadvantage.

**3. Compliance Measures.** The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against use of the Software in a manner: (a) that is beyond the scope of the license granted to Purchaser hereby; or (b) that is prohibited under Paragraph 2. Purchaser agrees that it shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

**4. Collection and Use of Information.** Astec may, directly or indirectly through the services of other affiliated parties, collect and store information regarding use of the Software and the Equipment. Purchaser agrees that Astec may use such information for any purpose that it deems fit. Astec assumes no duty to review, access, use or retain the information collected. Purchaser consents to the collection, transmission and sharing of the information described above, and authorizes Astec, its affiliates, subsidiaries and distributors to gather, process and use, without limitation, the information developed or collected by or in connection with the Software. This may include sharing of such information with select third parties and business partners.

**5. Remote Access Services.** A representative of Astec may provide technical support through the Software ("Remote Access Services"). Any Remote Access Services are provided at Purchaser's sole risk. The ability for Astec to



remotely access the Software and Equipment significantly enhances Astec's ability to resolve Purchaser's technical problem quickly. Purchaser understands that the provision of Remote Access Services requires Purchaser to provide Astec's technical support personnel with access to and control of the Software and Equipment. Astec may, but has no obligation to, troubleshoot, evaluate, run programs or install/uninstall Software, reconfigure and/or otherwise perform service or technical support work on the Software and Equipment, either directly or through an internal network. Astec may make any changes that it determines are necessary to increase the performance of the Software or Equipment and/or to alleviate the problem at hand or any other problem discovered during the course of performing the Remote Access Services. Purchaser shall indemnify and hold harmless Astec against all claims, actions, proceedings, costs, damages, and liabilities, including attorneys' fees and litigation and related costs and expenses, incurred by Astec for injuries to person, property or otherwise resulting from any cause whatsoever arising out of, connected with, or resulting from any Remote Access Services performed by Astec.

**6. Intellectual Property Rights.** Purchaser acknowledges that: (a) Purchaser does not acquire any ownership interest in the Software, or any rights to the Software other than the right to use the Software as provided herein; (b) Astec reserves and shall retain its entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the license expressly granted to Purchaser by this Agreement; and (c) Purchaser shall use commercially reasonable efforts to safeguard the Software and the media on which it is stored from infringement, misappropriation, theft, misuse or unauthorized access.

**7. Limited Warranties.** Astec warrants that, for a period of one year following the date of the purchase of the Equipment from Astec: (a) any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use; and (b) the Software will substantially contain the functionality described in the Documentation, and when properly operated in accordance with the Documentation, will substantially perform as described therein. The warranties set out in this Paragraph 7 will not apply and will become null and void if Purchaser materially breaches any provision of this Agreement, or if Purchaser or any other person provided access by Purchaser to the Software or the media on which it is provided, whether or not in violation of this Agreement: (a) uses the Software in a manner other than as described in the Documentation; or (b) damages the Software or the media on which it is provided, including by means of abnormal physical or electrical stress.

**8. Purchaser's Exclusive Remedy.** If, during the warranty period set out in Paragraph 7, the Software fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to Paragraph 7, Astec will, subject to Purchaser's promptly notifying Astec in writing of such failure, at its sole option following consultation with Purchaser, either repair or replace the Software, provided that Purchaser provides Astec with all information Astec reasonably requests to resolve the reported failure, including sufficient information to enable Astec to recreate such failure. Upon such repair or replacement of the Software, the warranty will continue to run from the date of the purchase of the Equipment from Astec, and not from Purchaser's receipt of the repair or replacement. The remedies set forth in this Paragraph 8 are Purchaser's sole remedies and Astec's sole liability under the limited warranties described in Paragraph 7.

**9. Disclaimer of Warranties; Limitations of Liability.**

(A) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 7, THE SOFTWARE AND DOCUMENTATION AND ANY REMOTE ACCESS SERVICES ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION AND ANY REMOTE ACCESS SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(B) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE OR THE EQUIPMENT, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS





RESULTING FROM EQUIPMENT FAILURE, MALFUNCTION OR SHUTDOWN, LOSS RESULTING FROM THE PERFORMANCE OF, OR FAILURE TO PERFORM, ANY REMOTE ACCESS SERVICES, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE EQUIPMENT PURCHASE AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) THE LIMITATIONS SET OUT IN THIS PARAGRAPH 9 SHALL APPLY EVEN IF LICENSEE'S REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE AND SHALL SURVIVE ANY TERMINATION OF THESE TERMS OF USE.

**10. Export Regulation.** The Software may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Purchaser agrees that it will not, directly or indirectly, export, re-export or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Purchaser agrees to comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

**11. Governing Law.** These Terms of Use are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or related to these Terms of Use or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in Chattanooga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth in the Equipment Purchase

Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court.

**12. Effect of Certain Failures or Delays by Astec.** Astec will not be responsible or liable to Purchaser, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Astec's equipment, loss and destruction of property or any other circumstances or causes beyond Astec's reasonable control.

**13. Notice.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in the Equipment Purchase Agreement (or to such other address as may be designated by a party from time to time in accordance with this Paragraph 13).

**14. Interpretation.** These Terms of Use are incorporated into and are a part of the Equipment Purchase Agreement. These Terms of Use apply to updates, supplements, add-on components or Internet-based service components of the Software that Astec may provide to Purchaser or make available to Purchaser after the date Purchaser obtains its initial copy of the Software, unless they are accompanied by separate terms. The headings in these Terms of Use are for reference only and do not affect the interpretation of these Terms of Use or the Equipment Purchase Agreement.



**POSTPONED DELIVERY/SHIPPING DELAY/DEFERRAL NOTICE**

**Purchaser:** \_\_\_\_\_

**Seller:** **Astec, Inc.**

**Contract or PO Date:** \_\_\_\_\_

**Contract or PO #:** \_\_\_\_\_

**Delivery:** FCA point of shipment Astec site, Incoterms 2020

Astec has notified Purchaser that the Equipment (as defined in the Astec General Terms and Conditions of Sale) will be ready for Purchaser to pick up at Astec's site on \_\_\_\_\_, 20\_\_\_\_.

Purchaser hereby requests deferral of shipment of the Equipment until \_\_\_\_\_, 20\_\_\_\_.

Reason for delay: \_\_\_\_\_

Pursuant to paragraph 24 of the Astec General Terms and Conditions of Sale, Purchaser's deferral is considered "offer to ship" or "shipment" for all purposes, including invoicing, payment, and transfer of title. Purchaser bears all risk of loss of or damage to the Equipment during storage and thereafter.

Pursuant to paragraph 32 of the Astec General Terms and Conditions of Sale, title to the Equipment passes to Purchaser upon offer to ship should Purchaser delay/defer shipment.

**Customer** \_\_\_\_\_

**Customer Signature and Title** \_\_\_\_\_

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

\*\*\*\*\*

**Astec Acknowledgments:**

Except as otherwise noted above, there have been no written or oral amendments to the Contract. The Equipment is complete in accordance with the Contract, ready for shipment and has been segregated from other Astec inventory.

**General Manager Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Controller Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Manufacturing Dept Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



**Storage Clause: Delayed Shipment and Associated Fees**

1. **Delayed Shipment:** If the shipment of the goods is delayed beyond a period of sixty (60) calendar days from the originally agreed-upon shipment date due to reasons attributable to the Buyer, the Buyer shall be responsible for any storage fees incurred as a result of the delay.
2. **Storage Fees:** For equipment with a value greater than \$1,000,000, a storage fee of seven thousand five hundred dollars (\$7,500.00) per month, or any part thereof, shall be imposed for each month the goods remain in storage beyond the initial sixty (60) calendar days. For major components with a value less than \$1,000,000, a storage fee of three thousand five hundred dollars (\$3,500.00) per month, or any part thereof, shall be imposed for each month the goods remain in storage beyond the initial sixty (60) calendar days.
3. **Billing and Payment:** Storage fees will be invoiced monthly and are due within thirty (30) calendar days of the invoice date.
4. **Additional Costs:** Any additional costs incurred by the Seller due to extended storage, including but not limited to insurance, handling, or facility fees, shall be billed separately and are payable by the Buyer under the same terms as storage fees.

**Customer:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Vendor:**

**ASTEC Industries, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



NON-ASSIGNABILITY - COMPLETE UNDERSTANDING. The rights and liabilities of the parties hereunder are non-assignable. The complete understanding is herein stated.

This contract is made in Chattanooga, Tennessee.

RESPECTFULLY SUBMITTED

HEATEC, INC.

Date: 1/15/2025

By: Lane Van Lith

Lane Van Lith

ORDER BY THE PURCHASER

The foregoing proposal is hereby offered as an order by Purchaser.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Purchaser:

City of Ruidoso  
Joshua Long  
200 Close Rd.  
Ruidoso, NM 88345

Terms of Contract: 30% Deposit - 70% Balance Due when Heatec is ready to ship.

Amount of Contract: \$106,463

Astec does not accept credit cards as form of payment on major equipment sales.

Any and all taxes levied as a result of this transaction are the responsibility of the Purchaser.

ACCEPTANCE OF ORDER BY COMPANY

The foregoing order is hereby accepted at Chattanooga, Tennessee, as of the date of acceptance.

HEATEC, INC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Regional Sales Director

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







Burke Heating Systems, Inc.  
P.O. Box 1029  
Shelbyville, KY 40066  
Office (502) 647-1591  
Fax (502)647-1588

City of Ruidoso  
200 Close Rd.  
Ruidoso, NM 88345  
Attn: Joshua Long

January 15, 2025

**Equipment Proposal: 240925 rev 3**

**ITEM 1 New 10,000 Gallon Horizontal AC Tank**

- Tank constructed of 1/4" thick A-36 plate throughout
- Internal dimensions 8' diameter x 27' long
- 4" high density insulation throughout
- Covered by .032 black or silver aluminum jacket- custom colors additional
- 2" seamless heating coils
- 24" hinged quick open inspection man-way on top
- 24" bolted man-way on end with 3/4" sample port
- 3" flanged fill, drain, high and low draw, and return connections
- 4" vent / overflow
- (2) 3/4" dry wells for future thermocouple and / or thermometer
- All ports labeled for ease of installation
- Heat controls including temp. controller, actuator, 3-way valve, and thermometer
- OSHA compliant 3' wide platform with handrails for full length of tank with access ladder
- Two flanged ports on top for future agitators if necessary
- Support saddles
- Two vertical lift lugs
- Exposed steel primed and painted..... \$ 123,100.00

**Options-**

- Siemens pressure transmitter for liquid level reading..... \$ 4,590.00
- Two 5 hp top mounted agitators with control panel..... \$ 19,900.00
- 3/4" x 2" sample valve..... \$ 1,890.00

**Customer Responsibilities:**

- Any applicable taxes, duties, etc.
- Any fees associated with U.L. approval and / or inspection
- Any modifications to existing equipment
- All freight from point of origin
- Any permits
- Site preparation / Concrete
- Installation labor and equipment
- Any other equipment, services, controls, materials, permits, certifications, or other items not specifically identified in this proposal

We appreciate the opportunity to present our proposal and look forward to providing your company with this equipment and service. Please feel free to call us toll free 866-647-1782 if you have any questions or need further information.

Sincerely,

Scott Baldrige  
Burke Heating Systems, Inc.



**Joshua Long**

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**From:** Joshua Long  
**Sent:** Thursday, January 16, 2025 8:05 AM  
**To:** rficklin@stansteel.com  
**Subject:** hot oil tank

Randy,  
Can you please send me a updated quote on the 10,000 gallon tank by 2:00 pm standard MT time if not it will be considered a no response for the quote

Joshua Long  
Street Department Manager

32 *Did not Respond by 2:00 pm No Response*





**Joshua Long**

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**From:** Joshua Long  
**Sent:** Wednesday, January 15, 2025 9:31 AM  
**To:** rficklin@stansteel.com  
**Subject:** Hot oil tank

Good morning Randy,  
Can I get you to send me the quote on the 10,000 gallon Horizontal hot oil tank again please sir.

Joshua Long  
Street Department Manager



**Joshua Long**

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**From:** Joshua Long  
**Sent:** Wednesday, January 15, 2025 10:03 AM  
**To:** rficklin@stansteel.com

Regarding last email please send reply

Joshua Long  
Street Department Manager



# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Josh Long, Street Department Manager

**Meeting Date:** January 28, 2025

**Re:** Discussion and Possible Action on Purchase of Chevy 4500 Mechanic Truck through CES Contract #2024-24-C120-ALL in the Amount of \$87,353.00.

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### **Item Summary:**

Discussion and Possible Action on Purchase of Chevy 4500 Mechanic Truck through CES Contract #2024-24-C120-ALL in the Amount of \$87,353.00.

### **Financial Impact:**

The truck is currently budgeted in the Municipal Gas Tax Special Revenue Fund's Capital Outlay - Vehicles line item (216-080-53001) in the amount of \$90,274.

### **Item Discussion:**

CES Contract #2024-24-C120-ALL will be used for the purchase.

The new 2025 Chevy 4500 Mechanic's Truck would replace a 21 year old mechanic truck. The new truck will come with a utility bed for tools and parts also equipped with two 65 gallon fuel tanks, a winch, and will be a 4x4. The truck will be utilized for out in the field repairs.

### **Recommendations:**

To Approve Purchase of Chevy 4500 Mechanic Truck through CES Contract #2024-24-C120-ALL in the Amount of \$87,353.00.

### **ATTACHMENTS:**

Description

Quote

SINCE 1952



# FLEET

January 21, 2025

**Village of Ruidoso**

**CES Contract #2024-24-C120-ALL**

**2025 Chevrolet Silverado Medium Duty 4500, 4WD, Reg Cab**

|  |                                    |                    |
|--|------------------------------------|--------------------|
| <b>MSRP \$64,980.00</b>                        | <b>CES Discounted Price (-13%)</b> | <b>\$56,533.00</b> |
| *Rear Axle 15,500 lb                           |                                    | \$775.00           |
| *Tire, Spare Highway Blackwall Pirelli         |                                    | \$400.00           |
| *Cloth Seats                                   |                                    | \$400.00           |
| *Chevy Infotainment System with 7" Touchscreen |                                    | \$295.00           |
| *Heavy Duty Locking Rear                       |                                    | \$1,350.00         |
| *Power, Heated Trailer Tow Mirrors             |                                    | \$355.00           |
| *65 Gallon Total Fuel, two tanks               |                                    | \$625.00           |
| *Power Windows                                 |                                    | \$290.00           |
| *2 Spare Keys                                  |                                    | \$45.00            |
| *84" CA utility body, winch mount grille guard |                                    |                    |
| 12K lb winch                                   |                                    | \$24,090.00        |
| *Roof Mounted Lightbar                         |                                    | \$2,195.00         |
|  | <b>Total with Options</b>          | <b>\$87,353.00</b> |

\*This truck will have to be ordered and the lead time for the truck is ESTIMATED at 5-7 months. The body has a lead time of 8-10 months.

***Karen Sluga***

***Melloy Auto Group***

***Fleet/Government Sales***

***karen@melloyfleet.com***

***(505)866-3180***

***Melloy Chevrolet***

***377 Emilio Lopez Rd***

***Los Lunas, NM 87031***