

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR COUNCIL MEETING
JUNE 10, 2025 AT 1:00 PM**

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

CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

ROLL CALL

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
May 13, 2025 - Regular Meeting
May 16, 2025 - Special Meeting
June 3, 2025 - Workshop Meeting
2. Approval of Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.
3. Approval of Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.
4. Approval of Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

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

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions
2. Presentation on Coalition of Sustainable Communities - Ken Hughes
3. Update on Village of Ruidoso Fiber Project - Johnny Montoya
4. Forestry Service Restrictions/Closures - Amanda Ginithan
5. Proclamation Declaring June 27-29, 2025 as Texas Tech Alumni Red Raiders Weekend

BOARD AND COMMISSION APPOINTMENTS.

1. Appointment of Dhruv N. Bhakta to the Lodger's Tax Board.

VILLAGE MANAGER REPORT.

1. Village Manager's Report
2. Water Resource & Production System Update
3. PFAS Litigation Update
4. FY25 Gross Receipts Tax Update and Finance Report
5. Update on Utility Billing Rate Increase
6. Update on Clean and Lien Properties
7. Donation of Book Collection from Ted and Glenda Bonnell to the Ruidoso Public Library
8. Road Paving Project Update

REPORTS FROM MUNICIPAL OFFICIALS.

REGULAR ITEMS.

1. Discussion and Possible Action on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.
2. Discussion and Possible Action on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.
3. Discussion and Possible Action on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.
4. Discussion and Possible Action on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.
5. Discussion and Possible Action on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.
6. Discussion and Possible Action on Award of Contract with Rymarc Construction, Inc for the Replacement of 2- 24" Culverts and 1 36" Culvert on Cree Meadows Dr, through NM GSD Statewide Price Agreement General Construction Services Contract No. 30-00000-23-00070 in the Amount of \$96,683.71 Including NMGRT.
7. Discussion and Possible Action on Task Order #2024-004P-08 with Souder Miller and Associates for Engineering and Design of Approx. 1645 Linear Feet of Sewer Line Extension on Rainier Road in the Amount of \$95,239.00 Including NMGRT.
8. Discussion and Possible Action on Task Order C, for a Preliminary Engineering Report (PER) with Lochner Consulting for Design of a New Airport Terminal Building in the Amount of \$151,376.00 Including NMGRT.

CLOSED SESSION.

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

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

ADJOURN.

I certify that notice has been given in compliance with 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.

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 1.

To: Mayor Crawford and Councilors

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

Meeting Date: June 10, 2025

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes
May 13, 2025 - Regular Meeting
May 16, 2025 - Special Meeting
June 3, 2025 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
May 13, 2025 - Regular Meeting
May 16, 2025 - Special Meeting
June 3, 2025 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes
May 13, 2025 - Regular Meeting
May 16, 2025 - Special Meeting
June 3, 2025 - Workshop Meeting

ATTACHMENTS:

Description

Regular Meeting Minutes - May 13, 2025
Special Meeting Minutes May 16, 2025
Workshop Meeting Minutes June 3, 2025

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
MAY 13, 2025**

CALL TO ORDER

Mayor Lynn D. Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Jackson, Salas, Cory, Hooker and Eby were recorded present in person. Councilor Lutterman was absent. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Adam Sanchez, Public Works Director; Matthew Baird, Parks and Recreation Director; Anthony Montes, Community Center Manager; Eddie Ryan, Manager of Events and Strategic Partnerships; Zachary J. Cook, Village Attorney (via phone); Stephanie Warren, GIS Coordinator/Planner; Judi Starkovich, Finance Director; Alex Koenig, Community Development Director; Johanna Quintana, HR Generalist; Dick Cooke, Forestry Director; Austin Meuli, Asst. Fire Chief; Steven Minner, Police Chief; Jacquelyn Pena, Water Resource Director; Samantha Mars; David Tetreault, Asst. Parks & Recreation Director; DD Staab, Library Director; Andrew Sullens, IT Tech Support; employees of the Public Works Dept.; Lee Baker, Airport Manager; Frank Luna, Water Distribution/Sewer Collection Manager; Cheryl Gerthe, HR Manager; Isaac Garcia, RWWTP Manager; Ann Lowery, Police Admin Asst.; and Amber Word, Community Center Coordinator. There were approximately 7 visitors in attendance.

APPROVAL OF AGENDA.

Councilor Jackson moved to approve the agenda and allow the Mayor to move items as necessary, Councilor Hooker seconded and the motion carried with a roll call vote of all present voting "aye".

CONSENT REGULAR ITEMS.

Councilor Cory moved to approve the Consent Regular Items as presented, Councilor Jackson seconded the motion and the motion carried with a roll call vote of all present voting "aye".

1. Approval of Governing Body Minutes
April 8, 2025 - Regular Meeting
April 23, 2025 - Workshop Meeting
April 24, 2025 - Special Meeting
April 24, 2025 - Workshop Meeting
May 6, 2025 - Workshop Meeting
May 6, 2025 - Special Meeting
2. Approval of Amendment Number 2024-004 P04 with Souder Miller and Associates to Provide Design and Bid Services for Wastewater Collection Improvements in the Country Club Subdivision in the Amount of \$231,284.32 Including NMGR.

3. Approval of Award of RFP #2025-011P to Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel.
4. Approval of Agreement with Stag Liuzza, LLC. for Professional Legal Service for Special PFAS Litigation Counsel Awarded through RFP #2025-011P.
5. Approval of Adoption of Resolution 2025-14, Adopting a Revised Travel Policies and Procedures Manual; Providing for the Repeal of Prior Resolutions and Written Travel Policies and Procedures and an Effective Date.
6. Approval of Adoption of Resolution 2025-16, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 2-6: Pay; Chapter 4 Section 8: Shift Differential; Chapter 5 Section 6: Scheduling; Chapter 6 Section 9: Employee Acknowledgement.
7. Approval of Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Downs Race Track for Providing Security for Special Events for the 2025 Race Season.
8. Approval of Joint Powers Agreement between the Village of Ruidoso and the Ruidoso Jockey Club for Providing Security for Special Events for the 2025 Race Season.
9. Approval of Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Two Thousand Dollars (\$2,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
10. Approval of Memorandum of Understanding between the Village of Ruidoso and the County of Lincoln as the Administrative Authority for the Lincoln County Sheriff's Office for DWI Prevention Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
11. Approval of Memorandum of Understanding between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
12. Approval of Memorandum of Understanding between the Village of Ruidoso and the Town of Carrizozo as the Administrative Authority for the Carrizozo Police Department for DWI Enforcement and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.

13. Approval of Memorandum of Understanding between the Village of Ruidoso and the Village of Capitan as the Administrative Authority for the Village of Capitan Police Department for DWI Enforcement Activities and Reimbursement of Costs in an Amount not to Exceed One Thousand Dollars (\$1,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
14. Approval of 2nd Renewal of Contract for Services with Capitan Therapy & Behavioral Health, LLC to Provide Therapy and Treatment for Alcohol, Substance Abuse, and Anger Management in an Amount not to exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 15, 2026.
15. Approval of 2nd Renewal of Contract for Services with Hope Floats Addiction Counseling, LLC to Provide Individual and Group Alcohol and Domestic Violence Offender Treatment in an Amount not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2025 and June 1, 2026.
16. Approval of Sub-Grant Agreement between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Department of Public Safety, State of New Mexico, Acting Through the Grant Accountability and Compliance Section (GACS) for DWI Enforcement and the Reimbursement of Costs in an Amount not to Exceed Four Thousand Dollars (\$4,000.00) for the Period of Time between July 1, 2025 and May 31, 2026.
17. Approval of Fifth Renewal Agreement Between the Village of Ruidoso, and William and/or Elizabeth Hanson, DBA: Hanson Consulting., for Professional Services for a DWI Grant Program Coordinator to Run from July 1, 2025 to June 30, 2026, in an Amount Not to Exceed \$90,000.

PUBLIC INPUT.

Bill Hall publicly thanked Police Chief Steven Minner for the Citizens Police Academy held for public participation. Michael Morrow presented to the Council a history of public service by former Fire Chief Virgil Reynolds and asked the Council to consider naming the Main Fire Station after him.

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees and Promotions

Mayor Crawford presented the following:

New Hires

Christopher Kelley – PD – ACO – DOH 4/21/25

Todd Keller – Solid Waste – Bear Mess – DOH 4/21/25

Corwyn Jones – Water Distribution – Utility Warehouse Tech – DOH 4/28/25

Quinton Schmelzenbach – Fire Department – Firefighter – DOH 5/7/2025

Interns

Kari Baker – Emergency Management – Admin Assistant - DOH 5/5/25

Breanne Lucero – Finance – Utility Billing – DOH 5/12/25
Blake Temple – Fire Department – Firefighter – DOH 5/12/25

2. PROCLAMATION: May 17, 2025 as "Wildfire Community Preparedness Day"

Mayor Crawford presented a Proclamation declaring May 17, 2025, as "Wildfire Community Preparedness Day".

3. PROCLAMATION: May 4-10, 2025 as "Professional Municipal Clerks Week"

Mayor Crawford presented a Proclamation declaring the week of May 4-10, 2025, as "Professional Municipal Clerks Week".

4. PROCLAMATION: May 2025 as "Public Works Month"

Mayor Crawford presented a Proclamation declaring the month of May 2025, as "Public Works Month".

5. Update on Marketing and Advertising by Kerry Gladden, CEO of The Agency

Kerry Gladden, representing The Agency, presented to Council a presentation of tourism marketing for the Village of Ruidoso in FY 24-25. She presented the target areas of advertising, means of advertising, engagement statistics from DiscoverRuidoso.com and the NM Tourism Department Cooperative grant program, advertising during fire recovery and visitor trends in 2024 versus 2023.

BOARD AND COMMISSION APPOINTMENTS.

1. Appointment of Greg Cory as Liaison for the Ruidoso Valley Chamber of Commerce Board.

Mayor Crawford entertained a motion to approve Councilor Greg Cory to serve as Liaison for the Ruidoso Valley Chamber of Commerce, Councilor Hooker made the motion, Councilor Jackson seconded the motion and upon votes of Councilors Hooker, Jackson, Eby and Salas all voting "aye" the motion passed. Councilor Cory abstained and Councilor Lutterman was absent.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

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

2. Presentation on Child Care and Supporting Home Educators by Kate Noble, President and CEO of Growing Up New Mexico and Lauren Swangstu, Region IX

Ms. Noble and Ms. Swangstu, presented to the Council information on the Child Care and Supporting Home Educators and the Partners in Early Childhood Education (PIECE) Coalition programs in New Mexico.

3. Presentation on Proposed Memorial Fire Station Murals

David Tetrault, Parks & Recreation Assistant Director, presented to Council two "proposed" murals to be painted on the Bob Moore and Tom Jones memorial fire

stations.

4. Update on Lincoln Forest Renaissance Faire

Matthew Baird, Parks and Recreation Director, updated the Council on the upcoming Lincoln Forest Renaissance Faire, stating that the organizer of the event is expecting over 3,000-5,000 visitors to attend the event. Matthew stated that the Village is prepared for the event with sufficient coverage by all departments.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Eby expressed his thanks for all the volunteers for the Retired Senior Volunteer Program (RSVP). He also talked of the benefit of the upcoming Ironman, XTERRA and Roswell Air Races events coming this summer. Councilor Hooker stated that he attended the Village of Ruidoso Emergency Operation Center planning session. Councilor Jackson praised the effectiveness of the "Monday with the Mayor" radio show and Councilor Cory announced the upcoming Mescalero Apache Honor Day Festival. Councilor Salas did not have any comments.

PUBLIC HEARINGS.

1. Public Hearing for Application Submitted by Verdevelopment Ltd Co. Located at 1056 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000899.

Mayor Crawford opened the Public Hearing. There was no public discussion and the Deputy Clerk stated that the Village office had not received any comments in opposition of or in favor of the request. Mayor Crawford closed the Public Hearing.

Councilor Eby moved to Approve Application Submitted by Verdevelopment Ltd. Co., Located at 1056 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000899. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

2. Public Hearing on Adoption of Ordinance 2025-03 an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use, for Case #SP 2025-31 - Land Use Zone Designation Change Request from PUD Planned Unit Development District as Designed within the Site Plan and Concept Proposal - the Country Club Tract of the Cree Meadows Country Club Subdivision; First Baptist Church Applicant; and Amendments to the Zoning Map of the Village of Ruidoso to Reflect said Zone Changes.

Mayor Crawford opened the Public Hearing stating that the purpose of the Public Hearing was for the consideration of adoption of Ordinance 2025-03, an Ordinance amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use for Case #SP 2025-31, Land Use Zone designation change request from (PUD) Planned Unit Development District as Designed within the site plan and concept proposal submitted by the Ruidoso Baptist Church to place a single family dwelling on the church property which would require a change of designation to (M-PUD) Mixed-Use Planned Unit Development designation. Alex Koenig, Community Development Director and Stephanie Warren, GIS/Planner presented to Council that the request was heard by the Planning & Zoning Commission during a Quasi-Judicial Public Hearing on April 1,

2025, with a recommendation to approve the request. Mayor Crawford asked for public comments and there being none closed the public hearing. After further discussion between all, Councilor Cory made a motion to approve adoption of Ordinance 2025-03, Councilor Jackson seconded the motion and upon a roll call vote of Councilor Cory voting "aye", Councilor Jackson voting "aye", Councilor Eby voting "aye", Councilor Salas voting "aye", and Councilor Hooker voting "aye" the motion passed.

REGULAR ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2025-17, a Resolution Adopting the Fiscal Year 2026 (July 1, 2025 - June 30, 2026) Budget for All Funds to the Local Government Division of the New Mexico Department of Finance and Administration.

Councilor Hooker made a motion to approve the resolution, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

2. Discussion and Possible Action on Adoption of Resolution 2025-15, Amending the Credit Card Policy According to Requirements of Department of Finance and Administration.

Councilor Jackson made a motion to approve the resolution, Councilor Eby seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

3. Discussion and Possible Action on 100 Year Floodplain Map for Cherokee Bill Watershed.

Matthew Martinez, Deputy Manager and Brad Summerall, with Cobb, Fendley presented information used to form the Floodplain Map for the Cherokee Bill Watershed. Councilor Hooker made a motion to approve the map Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

4. Discussion and Possible Action on First Renewal Agreement Between the Village of Ruidoso, and Malinda Mader, for Professional Services for a DWI Prevention Assistant to Run from July 1, 2025 to June 30, 2026, Increasing Amount of Contract from an Amount Not to Exceed \$66,000 to \$69,000.

Councilor Cory made a motion to approve the agreement with the increase from \$66,000 to \$69,000, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

5. Discussion and Possible Action on Change Order #7 with AUI Inc. for Rebid of Hazard Mitigation and Stabilization for Sewer Lines and Close Out Decreasing the Total Contract Cost by \$1,325,852.90 for a New Cost of \$11,744,459.15 Including NMGR.

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

CLOSED SESSION.

Council did not enter into closed session.

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

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

ADJOURN.

There being no further business to come before the Governing Body, Mayor Lynn D. Crawford adjourned the Regular Meeting at 3:34 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of June 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, SPECIAL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
MAY 16, 2025**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 11:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Hooker, Lutterman, Salas, Cory and Jackson were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Village Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Matthew Baird, Parks and Recreation Director; Adam Sanchez, Public Works Director; Cade Hall, Fire Chief; Levi Beaty, Project Manager; Judi Starkovich, Finance Director; and Eddie Ryan, Manager of Events and Strategic Partnerships. There was no Legal Counsel present. Municipal Employee present via Zoom was Anthony Montes, Community Center Manager.

1. Discussion and Possible Action on Agreement with Rymarc Construction, Inc. for Re-Stuccoing and Exterior Repairs at the Ruidoso Convention Center through NM GSD Statewide Price Agreement Contract No. 30-00000-23-00070 in the Amount of \$443,612.86 Including NMGRT.

Levi Beaty stated the following: Rymarc Construction would remove all loose areas of stucco on the entire exterior of the building and power wash the entire exterior of the building; repair all stucco areas that were removed, match texture and surrounding as close as possible utilizing industry standard repair practices; apply 1- coat of primer and back roll on the entire building; apply elastomeric paint on entire exterior of building; finish second coat with exterior acrylic paint; prep, primer and paint all garage doors, hollow metal frames, doors, stair rails, wrought iron, cross bracing, and sun shades; remove and replace existing lights and cap off areas of lights that will not be replaced; remove and replace water spigot; and remove/relocate condensation line.

Councilor Cory moved To Approve Agreement with Rymarc Construction, Inc. for Re-Stuccoing and Exterior Repairs at the Ruidoso Convention Center through NM GSD Statewide Price Agreement Contract No. 30-00000-23-00070 in the Amount of \$443,612.86 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

2. Discussion and Possible Action on Change Order No. 1 with Rymarc Construction, Inc. for applying 15 Acres of Hydroseeding Services at Ruidoso Downs Racetrack through NM GSD Statewide Price Agreement Contract No. 30-00000-23-00070 in the Amount of \$89,090.31 Including NMGRT.

Adam Sanchez stated the change order included mobilization of labor, equipment and materials to accomplish hydroseeding services on 15 acres of property owned by the Village of Ruidoso at the Ruidoso Downs Racetrack.

Councilor Jackson moved To Approve Change Order No. 1 with Rymarc Construction, Inc. for applying 15 Acres of Hydroseeding Services at Ruidoso Downs Racetrack through NM GSD Statewide Price Agreement Contract No. 30-00000-23-00070 in the Amount of \$89,090.31 Including NMGRT. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

ADJOURNMENT:

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 11:55 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of June, 2025.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, WORKSHOP MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
JUNE 3, 2025**

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Jackson, Eby, Cory, and Lutterman were recorded present in person. Councilor Hooker was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Village Manager; Jini S. Turri, Village Clerk; Alex Koenig, Community Development Director; Adam Sanchez, Public Works Director; Eddie Ryan, Manager of Events and Strategic Planning; Matthew Baird, Parks and Recreation Director; David Tetreault, Assistant Parks and Recreation Director; Jaquelyne Pena, Water Resource Manager; Judi Starkovich, Finance Director; Steven Minner, Police Chief; Jerry Parsons, General Services Manager; Stephanie Warren, GIS Coordinator/Planner; Randy Koehn, Water Production Manager; and Zach Cook, Village Attorney. Municipal employees present via Zoom were Robin Parks, Staff Accountant II; Denise Stabb, Library Manager; Anthony Montes, Community Center Manager; and Robyn Bryant, Office Manager. There was 1 visitor present, Tim Duckworth, representing Ruidoso Midtown Association.

1. Discussion on Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the June 10, 2025 Regular Council Meeting.

2. Discussion on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the June 10, 2025 Regular Council Meeting.

3. Discussion on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the June 10, 2025 Regular Council Meeting.

4. Discussion on Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the June 10, 2025 Regular Council Meeting.

5. Discussion on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the June 10, 2025 Regular Council Meeting.

6. Discussion on Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the June 10, 2025 Regular Council Meeting.

7. Discussion on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the June 10, 2025 Regular Council Meeting.

8. Discussion on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the June 10, 2025 Regular Council Meeting.

ADJOURNMENT

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 8:54 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 10th day of June, 2025.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: June 10, 2025

Re: Approval of Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Item Summary:

Approval of Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Financial Impact:

Commitment to Ruidoso Midtown Association Professional Services Agreement.

Item Discussion:

Approval of Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

Recommendations:

To Approve Adoption of Resolution 2025-18, a Resolution Supporting a Public-Private Economic Development Mainstreet Project for Fiscal Year 2025-2026.

ATTACHMENTS:

Description

Resolution 2025-18

**VILLAGE OF RUIDOSO
RESOLUTION 2025-18**

**A RESOLUTION
SUPPORTING A PUBLIC-PRIVATE ECONOMIC DEVELOPMENT MAINSTREET PROJECT FOR
FISCAL YEAR 2025-2026**

WHEREAS, the Village of Ruidoso supports the revitalization and economic re-development of its historic commercial core; and

WHEREAS, the Village of Ruidoso desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists; and

WHEREAS, the Village of Ruidoso sees an economically healthy midtown as one of its critical assets; and

WHEREAS, the Village of Ruidoso realizes that a sustainable town center economy contributes to the community's economic health; and

WHEREAS, the Village of Ruidoso recognizes its traditional commercial core as representing the unique history and culture of our community; and

WHEREAS, the Village of Ruidoso wishes to maintain a livable, walkable town center with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities; and

WHEREAS, the Village of Ruidoso wishes to pursue a partnership with a local MainStreet non- profit economic re-development organization through the NM Economic Development Department's New Mexico MainStreet Program (NMMS), to invest in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Four Points Approach; and

WHEREAS, the Village of Ruidoso's partnership with the New Mexico MainStreet corporation may leverage technical assistance and other resources through the New Mexico NMMS (the nationally licensed and accredited state coordinating program in the state of New Mexico), to support the economic re-development and revitalization of the Village of Ruidoso MainStreet district, then

BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:

1. The Village of Ruidoso agrees to work with the New Mexico Economic Development Department's New Mexico MainStreet Program dedicating resources and financial support to create a successful downtown economic development program through strategies established by the National Main Street Center's Economic Transformation Strategies and the Main Street Four-Point Approach.
2. The Village of Ruidoso commits to work collaboratively with the New Mexico MainStreet

Organization and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing and re-developing the core commercial district of the community, contracting with the local MainStreet organization to coordinate and administer activities for the Village as set forth in biennial MOU and a separate "services contract" with the local MainStreet organization.

3. The Village of Ruidoso commits to provide philosophical, financial, planning and coordination assistance for the New Mexico MainStreet organization to support operations and projects under the specifications of the biennial MOU and a separate "services contract" with the local MainStreet organization.

PASSED, APPROVED AND ADOPTED THIS 10th day of June, 2025.

Lynn D, Crawford, Mayor

(SEAL)

Attest:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director
Jaquelyne Pena, Water Resource Manager

Meeting Date: June 10, 2025

Re: Approval of Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

Item Summary:

Approval of Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

Financial Impact:

This will award RFP #2025-010P to John Shomaker and Associates, Inc. but individual costs will be processed through Task Orders which will come back to Council for expenditure approval.

Item Discussion:

Legal Ads were placed in three newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 3/27/25.

Fourteen firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: NV and John Shomaker and Associated Inc.

One addendum was issued for answering questions from potential proposers.

Proposal Submission Deadline was 4/24/25 at 3:00 pm.

One proposal was received to be evaluated: John Shomaker and Associates, Inc.

The committee discussed the responses of each evaluation criteria and references provided and collectively scored the proposal.

The proposal was very well prepared and met all the requirements of this procurement.

The Evaluation Committee recommends the award of RFP #2025-010P for Hydrogeological Water Supply and Water Rights Consultant to John Shomaker and Associates, Inc.

Recommendations:

To Approve Award of RFP #2025-010P to John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services.

ATTACHMENTS:

Description

Evaluation Committee Report

Evaluation Committee Summary

EVALUATION COMMITTEE REPORT	
RFP TITLE	Hydrogeological Water Supply and Water Rights Consultant
RFP NUMBER	2025-010P
DATE OF REPORT	5/01/25
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

written by the purchasing lead or designee,
 approved by the evaluation committee,
 signed by the evaluation committee,
 And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Hydrogeological Water Supply and Water Rights Consultant for the Village of Ruidoso.

The Village of Ruidoso, Lincoln County, is located in south central New Mexico in the Sacramento Mountains. The Village elevation ranges from 6,200 to 7,700 and encompasses 16.1 square miles. The Village receives its water from multiple sources including numerous wells and 2 man-made lakes which are fed by streams. There are numerous water pressure zones due to the varied elevations which makes for a very complicated water system. Procurement through an RFP will allow the Village to select a Hydrogeological Water Supply and Water Rights Consultant Services based on qualifications that are most suitable to the needs of the Village.

The Village is conducting a single-award RFP. It is anticipated that the award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 3/27/25.

Fourteen (14) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: NV5 and John Shomaker & Associates, Inc

One (1) addendum was issued for answering questions from potential proposers.

Proposal Submission Deadline was 04/24/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposal was received to be evaluated:

- John Shomake & Associates, Inc

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- **Proximity to or Familiarity with the Contracting Agency – 50 Possible Points**
Offerors must provide a summary of their understanding of the Services required. Offeror should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces.
- **General Qualifications – 20 Possible Points**
Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP.
- **Specific Qualifications – 20 Possible Points**
The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience in regard to Water Supply and Water Rights Issues.
- **Experience with Similar Service Contracts – 10 Possible Points**
The Offeror shall provide a list of two (2) service contracts previously completed which were similar to the Scope of Work in this RFP.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Adam Sanchez	Village of Ruidoso – Public Works Director
Jaquelyne Pena	Village of Ruidoso – Water Resource Manager
Vyanca Vega	Village of Ruidoso – Capital Projects Coordinator
Randy Koehn	Village of Ruidoso – Water Production Manager

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)


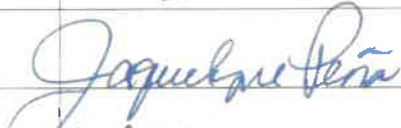


Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	4/24/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	5/01/25	The committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all the requirements of this procurement.

The Evaluation Committee recommends the award of RFP 2025-010P for Hydrogeological Water Supply and Water Rights Consultant to John Shomaker and Associates, Inc.

Section 7. SIGNATURES

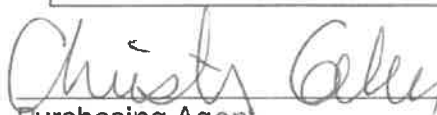
Name	Agree/Object (state objection)	Signature	Date
Adam Sanchez	Agree		5-7-2025
Jaquelyne Pena	Agree		5-7-2025
Vyanca Vega	Agree		5-7-25
Randy Koehn	Agree		5-7-25

EVALUATION CRITERIA Summary Totals
5/01/2025 @ 09:30 AM

CRITERIA AND POINT VALUES FOR RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant

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

CRITERIA	Possible Points	John Shomaker and Associates, Inc
B. Technical Specifications		
1. Proximity to or Familiarity with the Contracting Agency Offerors must provide a summary of their understanding of the Services required. Offeror should demonstrate their knowledge of the Village of Ruidoso and surrounding area and the unique challenges that the area faces.	50	48.50
2. General Qualifications Offerors shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP.	20	19.25
3. Specific Qualifications The Offeror shall provide a resume of each staff member that will be assigned to this project and their experience in regard to Water Supply and Water Rights Issues.	20	19.75
4. Experience with Similar Service Contracts The Offeror shall provide a list of two (2) service contracts previously completed which were similar to the Scope of Work in this RFP.	10	9.75
C. Business Specifications		
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass
3. Debarment Certification (Appendix G)	Pass/Fail	Pass
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail	Pass
5. New Mexico Resident Business Preference	8	8
6. New Mexico Resident Veterans Preference	10	
TOTAL POINTS:	110	10.25


Purchasing Agent

5/1/25
Date

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: June 10, 2025

Re: Approval of Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

Item Summary:

Approval of Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of \$56,364.00.

Financial Impact:

Funding for the Agreement (\$56,364.00) will be funded from the FY 2026 Ruidoso Joint Utilities (RJU) Enterprise Fund's Gauging Stations line item (502-212-52200).

Item Discussion:

The operation of six USGS stations is required by various permitting and settlement agreements.

USFS North Fork Special Use Authorization: Eagle Creek below South Fork; North Fork Eagle Creek near Alto; South Fork Eagle Creek near Alto; and Buck Mountain near Alto.

OSE Permits: Rio Ruidoso near Hollywood

Settlement Agreement: Rio Ruidoso near Ruidoso

Total operational costs are \$93,346.00 for all stations, with \$36,982.00 paid by the USGS Cooperative Matching Funds and \$56,364.00.00 paid by the Village of Ruidoso for the period of July 1, 2025 to June 30, 2026.

Recommendations:

To Approve Joint Funding Agreement #25RGJFA23 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and

Precipitation Gages with a Village Cost Share of \$56,364.00.

ATTACHMENTS:

Description

Letter

Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

New Mexico Water Science Center

DUNS 025287520

6700 Edith Blvd. NE Bldg. B

Albuquerque, NM 87113

May 29, 2025

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

Dear Mr. Crawford,

Enclosed please find Joint Funding Agreement (JFA), 25RGJFA23 for the period July 1, 2025 to June 30, 2026 for the operation and maintenance of the streamflow gages Eagle Creek below South Fork near Alto, New Mexico (08387600), Rio Ruidoso near Hollywood (08387000), New Mexico, Rio Ruidoso near Ruidoso, New Mexico (08386505), North Fork Eagle Creek near Alto, New Mexico (08387550), South Fork Eagle Creek near Alto, New Mexico (08387575), and Buck Mountain near Alto, New Mexico (332415105465601).

The JFA amount is \$93,346 of which \$56,364 to be provided by the Village of Ruidoso and \$36,982 are cooperative matching funds (CMF) from the USGS New Mexico Water Science Center. A separate agreement between the New Mexico Interstate Stream Commission and the USGS will cover one half of the Rio Ruidoso near Hollywood, New Mexico gage.

Station	Village of Ruidoso	Cooperative Matching Funds	Total
Eagle Creek below South Fork 8387600	\$11,147	\$7,048	\$18,195
Rio Ruidoso near Hollywood 8387000	\$5,411	\$3,949	\$9,360*
Rio Ruidoso near Ruidoso 8386505	\$11,147	\$7,048	\$18,195
North Fork Eagle Creek near Alto 8387550	\$11,147	\$7,048	\$18,195
South Fork Eagle Creek near Alto 8387575	\$11,147	\$7,048	\$18,195
Buck Mountain near Alto 332415105465601	\$6,365	\$4,841	\$11,206
Total	\$56,364	\$36,982	\$93,346

*1/2 of Rio Ruidoso near Hollywood gage is funded by NMISC

If you concur, please sign and return a copy of the JFA to this office for processing. Work performed with funds from this agreement will be conducted on a fixed price basis. The Village of Ruidoso will be billed for work completed as part of the agreement at the end of each quarter.

If you have any questions concerning the work on this project, please call Kyle Davis at (575) 646-8129. Administrative questions should be addressed to Esther Torrez at (505) 418-6073.

Sincerely,

JUSTIN
HAGERTY

Digitally signed by
JUSTIN HAGERTY
Date: 2025.05.29
14:44:49 -06'00'

Justin Hagerty
Director

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000329
Agreement #: 25RGJFA23
Project #: RG00GVC
TIN #: 85-6000650

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of July 1, 2025, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Village of Ruidoso party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project for the operation and maintenance of the streamflow gages Eagle Creek below South Fork near Alto, New Mexico (08387600), Rio Ruidoso near Hollywood, New Mexico (08387000), Rio Ruidoso near Ruidoso, New Mexico (08386505), North Fork Eagle Creek near Alto, New Mexico (08387550), South Fork Eagle Creek near Alto, New Mexico (08387575), and Buck Mountain near Alto, New Mexico (332415105465601), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$36,982 by the party of the first part during the period
July 1, 2025 to June 30, 2026
- (b) \$56,364 by the party of the second part during the period
July 1, 2025 to June 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000329
Agreement #: 25RGJFA23
Project #: RG00GVC
TIN #: 85-6000650

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Kyle Davis
Las Cruces Field Office Chief
Address: 4611 Research Park Circle, Suites D&E
Las Cruces, NM 88001
Telephone: (575) 646-8129
Fax: (575) 646-7949
Email: kcdavis@usgs.gov

Customer Technical Point of Contact

Name: Christella Armijo
Water Resource Director
Address: 313 Cree Meadows Drive
Ruidoso, New Mexico 88345
Telephone: (575) 973-3868
Fax:
Email: christellaarmijo@ruidoso-nm.gov

USGS Billing Point of Contact

Name: Esther Torrez
Budget Analyst
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 418-6073
Fax:
Email: mvaldez@usgs.gov

Customer Billing Point of Contact

Name: Ashlie Carabajal
Water Resource Manager
Address: 313 Meadows Drive
Ruidoso, NM 88345
Telephone: (575) 257-5386
Fax:
Email: ashliecarabajal@ruidoso-nm.gov

U.S. Geological Survey
United States
Department of Interior

Village of Ruidoso

Signature

JUSTIN
By HAGERTY Digitally signed by
JUSTIN HAGERTY
Date: 2025.05.29
14:45:12 -06'00' Date: 5/29/25
Name: Justin Hagerty
Title: Director, New Mexico Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: June 10, 2025

Re: Presentation of New Employees and Promotions

Item Summary:

Presentation of New Employees and Promotions

Financial Impact:

None

Item Discussion:

New Hires

_Daisy Langston – Parks & Recreation – Recreation Leader – DOH 5/19/25

-

Interns

_Breanne Lucero – Finance

Isabel Richardson – Fire Department

Kimberly Pena – Finance

Braelle Antonio – HR

Payton Starkovich - Tourism

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 2.

To: Mayor Crawford and Councilors

Presenter(s): Ken Hughes, Coalition of Sustainable Communities

Meeting Date: June 10, 2025

Re: Presentation on Coalition of Sustainable Communities - Ken Hughes

Item Summary:

Presentation on Coalition of Sustainable Communities - Ken Hughes

Financial Impact:

None

Item Discussion:

Presentation on Coalition of Sustainable Communities - Ken Hughes

Recommendations:

None

ATTACHMENTS:

Description

Presentation

COALITION OF SUSTAINABLE COMMUNITIES NEW MEXICO

We envision New Mexico as a leader in climate action and sustainability. Our Coalition will speak in a united voice to ensure resilient, equitable, and sustainable communities.



Services to Member Local Governments

The Coalition of Sustainable Communities New Mexico is a nonprofit, nonpartisan network of local elected leaders representing cities and counties across New Mexico.

CSCNM members comprise nearly 50% of New Mexico's population.

Our members are: Albuquerque, Santa Fe, Las Cruces, Los Alamos County, Bernalillo County, Santa Fe County, and Taos County.



Together, we build collective power to amplify local voices on equity-focused climate and sustainability policies and initiatives.

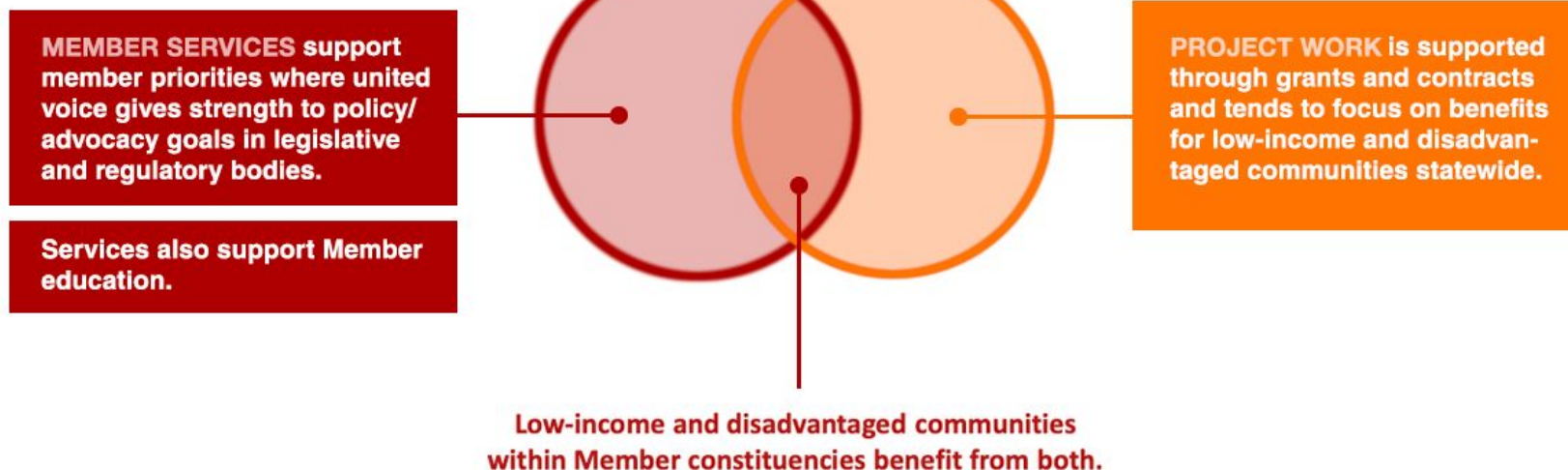
MISSION

We are committed to develop and implement equitable climate and sustainability solutions and policies in collaboration with our member local governments and communities across New Mexico.



OUR COMMITMENT

- **LEADING** in increasing equity-focused climate actions for local governments and their constituents
 - **ADVOCATING** through legislation, regulations, and administrative actions
 - **COLLABORATING AND NETWORKING** in identifying climate and sustainability issues best resolved through coordinated governmental action
 - **DEVELOPING SOLUTIONS** in collaborative and practical ways
-





MEMBER SERVICES & BENEFITS

ADVOCACY

Expanding influence from a **single member** to a **collective voice** to help shape climate action and sustainability legislation, regulation, and administrative action.

LEGISLATIVE ACTIONS

*Aggregated legislative interests of Members, delivered a **collective voice** in committee hearings, and helped **advance bills** in the NM Senate and House.*

WHAT WE DO

Engage in a rigorous advocacy process to bring a consensus voice to the New Mexico legislature on bills that support member priorities relating to sustainability, energy, and climate action.

OUR PROCESS

- CSCNM staff lead in information gathering on upcoming bills, and sharing bill summaries with Coalition members to support drafting of resolutions or ordinances that define their legislative priorities.
- Member city councils or county commissions adopt Legislative Priorities Resolutions for the upcoming session.
- CSCNM advocates for consensus bills during the legislative session.

NOTABLE SUCCESSES

Drafting and Passage of Community Solar Act
Appropriation funding for NMCIC
Supported passage of Local Solar Access Fund

Regulation

CSCNM continues to play a leadership role
advocating for benefits for low-income households in PRC regulatory processes



Easing Community Solar Enrollment

CSCNM joined a variance submitted to the PRC to make changes to the requirements for a uniform disclosure form for community solar subscribers, reducing bureaucratic hurdles for customers while maintaining consumer protections



Equity Advocacy

CSCNM is facilitating a PRC working group around low-income subscriber issues in preparation for release of a Notice Of Public Rulemaking (NOPR) for community solar

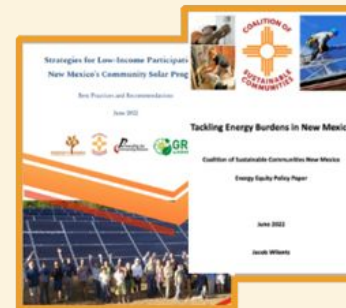


KNOWLEDGE DEVELOPMENT & NETWORKING

Sharing knowledge and best practices
on key issues of our members



Roundtables / Webinars



Reports / Memos / Whitepapers

ROUNDTABLES & WEBINARS

33 ROUNDTABLES/WEBINARS FROM FY 2021-2025

LEADING EXPERTS OF CORE KNOWLEDGE AREAS

Electricity (4)

Building Energy Efficiency (7)

Clean Energy Finance (4)

Legislation and Regulation (4)

Transportation (5)

UN Climate Conferences (3)

Water (2)

Waste (4)



AVERAGE OF 7 NEW WEBINARS PER YEAR

MEMBER-LED AFFINITY GROUPS

- An Affinity Group Meeting is a facilitated open forum where Members can share successes, discuss challenges, and generate ideas for ways CSCNM can support them.
- Outcomes of our pilot Affinity Group session included peer-support for managing Anti-Donation Clause issues and a proposed “successful policy package” that will collect sustainability policies from around the state.
- Regular sessions are free-form, occasionally pegged to specific issues relevant to members, preparing members for collaboration and collective action in our more formal, facilitated quarterly meetings.

PARTICIPATION IN UN CLIMATE CONFERENCES



Sharm el-Sheikh, Egypt
Nov 6 - Nov 20, 2022



Dubai, United Arab Emirates
Nov 30 - Dec 12, 2023



Baku, Azerbaijan
November 11-22, 2024



Belém, Brazil
November 10-21, 2025

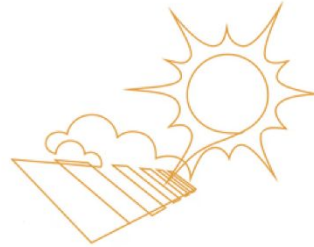
SOLUTIONS DEVELOPMENT



Develop solutions to priority challenges including policies, programs, and pilots

FOCUS ON

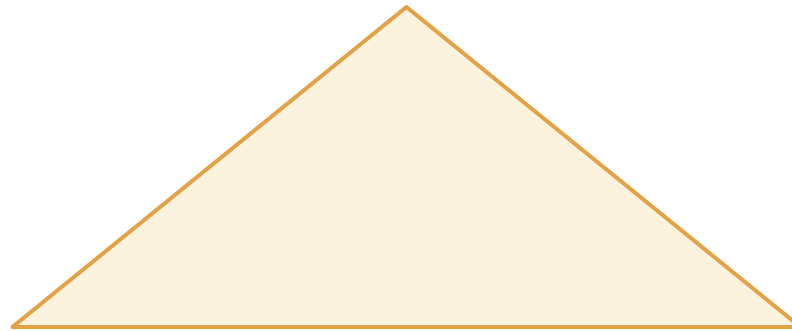
EQUITY-FOCUSED PROJECTS & PROGRAMS



**DEVELOPING &
ADVOCATING
FOR PROGRAMS**



**ACCESS TO GREEN
FINANCE**



**COMMUNITY
EDUCATION &
OUTREACH**

ACCESS TO GREEN FINANCE

Benefit from CSCNM's partnership with the New Mexico Climate Investment Center, **the state's first green bank**, designed to fund projects reducing greenhouse gases, prioritizing benefits to disadvantaged communities.



NEW MEXICO CLIMATE INVESTMENT CENTER was founded and incubated by CSCNM. It is a vehicle to mobilize state and federal clean energy financing, prioritizing LMI households, small business and nonprofits across New Mexico... **and will benefit our member communities!**

FINANCING PRODUCTS WILL INCLUDE:



**Rooftop Solar Loans And Leases,
EE, And Electrification**



**On-Bill Financing For Solar And
EE For Rural Electric Coop Members**



Community Solar



**Solar And EE Loans For Small Commercial,
Nonprofits And Multifamily Buildings**

PROGRAM DEVELOPMENT

Through strategic partnerships and policy leadership, CSCNM is shaping programs that expand access to solar and energy efficiency for low income residents, while supporting innovation at both the local and state level.

Developing & Advocating for Programs

Supporting the Bezos Earth Fund's Greening America's Cities program in Abq/BernCo

Leadership in New Mexico's Community Solar Program

Collaborating with NMCIC on development of solar loan & lease program development

Driving advocacy for growth of low-income energy efficiency programs



COMMUNITY EDUCATION & OUTREACH

Spearheading community outreach and education efforts across the state, equipping organizations, residents and local governments with the knowledge and resources needed to advance equitable climate and clean energy solutions.

PARTNERSHIPS

Working Groups & Coalitions



**EQUITY AND INCLUSION
FOR ELECTRIFICATION**



Collaborations & New Partnerships



Community Engagement



Developing a statewide network of low-income serving organizations to disseminate education & training about energy services, community solar, and other programs.

Developing media assets to support funding and participation in energy efficiency programs

Preparing to begin statewide education campaign for state Energy Office for low-income Solar for All program

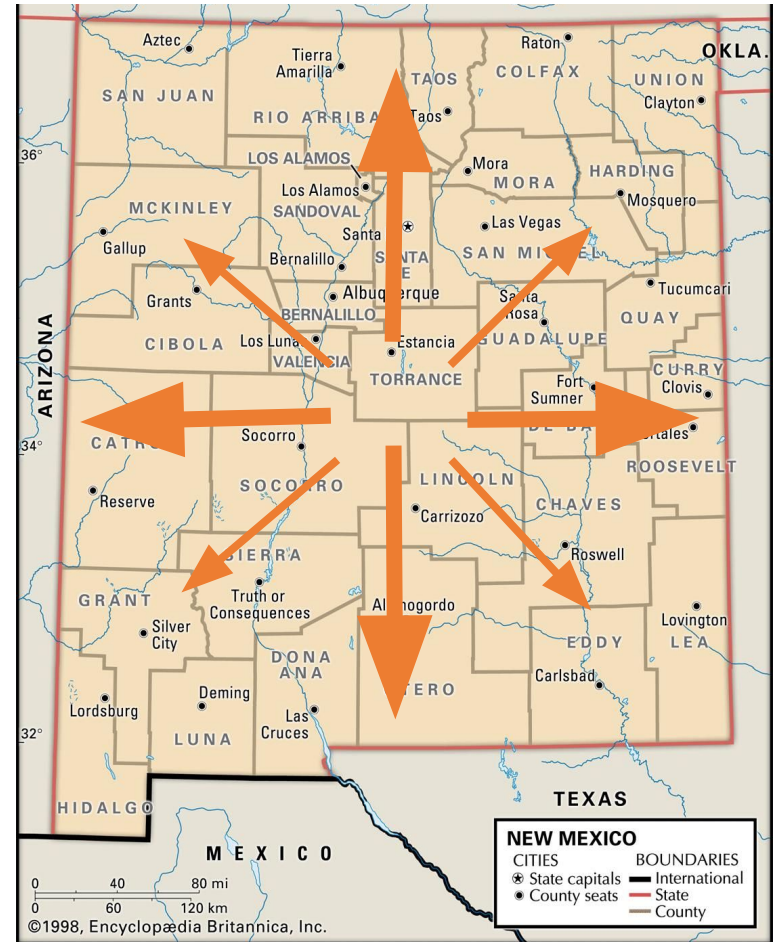
A thick, orange, wavy line that starts on the left side of the slide, curves downwards and then upwards, ending on the right side. It has a fluid, organic shape.

COALITION GROWTH STRATEGY

MEMBERSHIP EXPANSION

PURPOSE

Grow our collective power and expand the Coalition to other cities/counties having similar interests in climate action and sustainability



COALITION GROWTH STRATEGY

OPPORTUNITIES

Leverage CSCNM expertise in pilots and projects,

Replicate pilots for other members,

Advancing low-income aspects of community solar

Bezos Earth Fund - urban greening lessons

Solar for All - education and outreach

NMCIC - partnering on financial portfolio development for LIDAC

REVENUE SUPPORTING GROWTH OPPORTUNITIES

Contracts for pilots and consulting

Fundraising and grants for operational support

A large orange chevron graphic pointing to the right, with the text 'MEMBERSHIP COST' centered inside it.

MEMBERSHIP COST

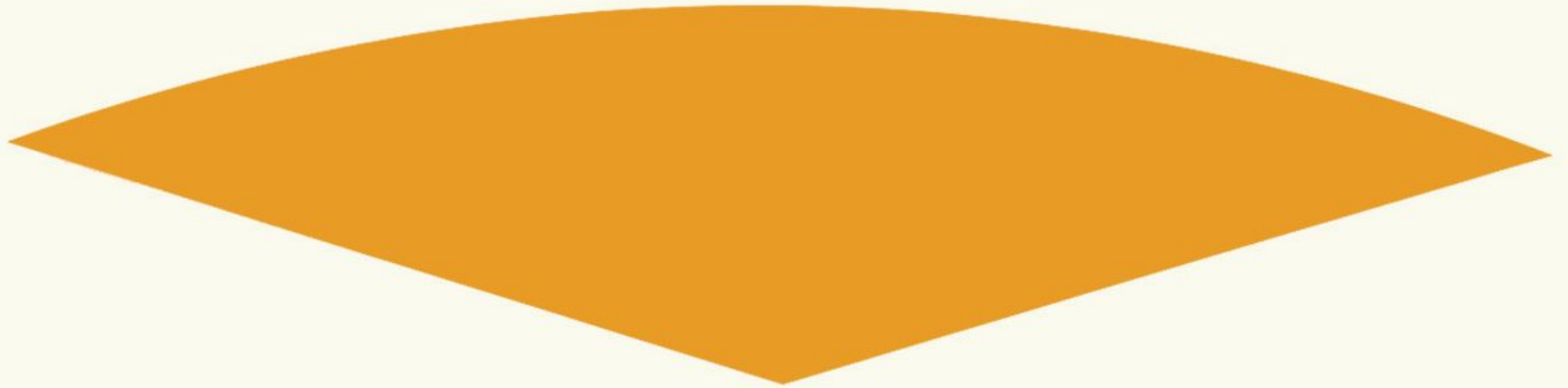
COALITION DUES

Population	Municipalities (\$/year)	Counties (\$/year)
Over 200,000	\$25,000	\$16,700
100,000 - 200,000	\$20,000	\$13,300
50,000 - 100,000	\$15,000	\$10,000
25,000 - 50,000	\$10,000	\$6,700
10,000 - 25,000	\$7,500	\$5,000
5,000 - 10,000	\$5,000	\$3,300
2,500 - 5,000	\$2,500	\$1,700
0 - 2,500	\$1,000	\$700

**CSCNM's collective power grows with
every new member.**

**We invite you to join us to build a
sustainable and equitable future for
New Mexico.**

THANK YOU



AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 3.

To: Mayor Crawford and Councilors

Presenter(s): Johnny Montoya, Windstream/Kinetic

Meeting Date: June 10, 2025

Re: Update on Village of Ruidoso Fiber Project - Johnny Montoya

Item Summary:

Update on Village of Ruidoso Fiber Project - Johnny Montoya

Financial Impact:

None

Item Discussion:

Update on Village of Ruidoso Fiber Project - Johnny Montoya

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 4.

To: Mayor Crawford and Councilors

Presenter(s): Amanda Ginithan, Deputy Forest Supervisor

Meeting Date: June 10, 2025

Re: Forestry Service Restrictions/Closures - Amanda Ginithan

Item Summary:

Forestry Service Restrictions/Closures - Amanda Ginithan

Financial Impact:

None

Item Discussion:

Forestry Service Restrictions/Closures - Amanda Ginithan

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 5.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: June 10, 2025

Re: Proclamation Declaring June 27-29, 2025 as Texas Tech Alumni Red Raiders Weekend

Item Summary:

Proclamation Declaring June 27-29, 2025 as Texas Tech Alumni Red Raiders Weekend

Financial Impact:

None

Item Discussion:

Proclamation Declaring June 27-29, 2025 as Texas Tech Alumni Red Raiders Weekend

Recommendations:

None

ATTACHMENTS:

Description

Proclamation

PROCLAMATION



WHEREAS, the Village of Ruidoso is proud to host visitors from across the region, including the vibrant community of Texas Tech students, alumni and friends, who contribute to the cultural and economic vitality of our Village; and

WHEREAS, the Village of Ruidoso, a cornerstone of our community, is renowned for its world-class horse racing and entertainment, drawing families, friends, and fans to celebrate shared traditions and create lasting memories; and

WHEREAS, the weekend of June 27 through 29, 2025, will bring the Texas Tech Red Raider community to the Village of Ruidoso and the Ruidoso Downs Racetrack for a special celebration of fellowship, entertainment, and community spirit; and

WHEREAS, this event strengthens the bond between the Village of Ruidoso and Texas Tech University, fostering goodwill, tourism, and economic growth while showcasing the hospitality and resilience of our community; and

WHEREAS, the Village of Ruidoso wishes to recognize and honor the enthusiasm and loyalty of Texas Tech students, alumni and friends who will join us for this memorable weekend.


NOW, THEREFORE, I, Lynn Crawford, Mayor of the Village of Ruidoso, New Mexico, do hereby proclaim the weekend of June 27 through 29, 2025, as

“TEXAS TECH RED RAIDER WEEKEND”

In the Village of Ruidoso and at the Ruidoso Downs Racetrack, and I encourage all residents and visitors to join in the festivities, celebrate the spirit of community, and extend a warm welcome to our Texas Tech Red Raider guests.

PROCLAIMED this 10th Day of June 2025 in Ruidoso, New Mexico.




Lynn D. Crawford, Mayor

AGENDA MEMORANDUM

Village of Ruidoso

Board and Commission Appointments - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: June 10, 2025

Re: Appointment of Dhruv N. Bhakta to the Lodger's Tax Board.

Item Summary:

Appointment of Dhruv N. Bhakta to the Lodger's Tax Board.

Financial Impact:

None

Item Discussion:

Appointment of Dhruv N. Bhakta to the Lodger's Tax Board.

Recommendations:

To Appoint Dhruv N. Bhakta to the Lodger's Tax Board.

ATTACHMENTS:

Description

Volunteer Application



Volunteer Application

Boards and Commissions

Date: May 29, 2025
(Applications held for 3 months)

Your Contact Information

Name: Dhruv N. Bhakta
Street Address: 25980 US Highway
City & Zip Code: Ruidoso, NM 88345
Phone Number(s): 949-291-8529 / 575-310-9057
E-Mail Address: DHARUV@DNHOSPITALITY.COM

Availability

Check your availability for volunteer service

<input checked="" type="checkbox"/> Weekday mornings	<input checked="" type="checkbox"/> Weekend mornings
<input checked="" type="checkbox"/> Weekday afternoons	<input checked="" type="checkbox"/> Weekend afternoons
<input checked="" type="checkbox"/> Weekday evenings	<input checked="" type="checkbox"/> Weekend evenings

Areas of Interests

<input type="checkbox"/> Parks and Recreation Commission	<input type="checkbox"/> Cemetery Board
<input type="checkbox"/> Keeping Ruidoso Beautiful Committee	<input checked="" type="checkbox"/> Lodgers Tax Committee
<input type="checkbox"/> RSVP Committee	<input type="checkbox"/> Planning & Zoning Committee
<input type="checkbox"/> Military 365 Committee	<input type="checkbox"/> Library Board
<input type="checkbox"/> Airport Advisory Board	<input type="checkbox"/> Natural and Cultural History Committee
<input type="checkbox"/> DWI Planning Council	<input checked="" type="checkbox"/> Workforce Housing Advisory Board

Special Skills or Qualifications

Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, or other boards/commissions/committees activities that would qualify you to serve on a

Village of Ruidoso (VOR) board or commission.

Hotel owner and operator with 20 years of experience

Signature: [Handwritten Signature]

For Office Use Only:

Appointment Date: _____

Board/Commission: _____

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 10, 2025

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:

Description

Manager's Report



VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: June 10, 2025

RE: Village Manager's Report

ADMINISTRATION

FY 26 Adopted Budget – The FY 26 Annual Final Budget was adopted and approved at the May 13th Regular Council meeting, where a recap of the proposed final budget highlights from the budget workshop was discussed. As a result of the successful budget process, a final budget was presented to the Council for consideration and adoption. Great Job!

Policy Committee Meetings Wednesday, July 2, 2025

The Municipal League's Policy Committee meeting is scheduled to meet on **Wednesday, July 2nd at the Embassy Suites in Albuquerque** (1000 Woodward Place NE). The meeting will begin at **9:30 am**. Breakfast and lunch will be provided.

The League's Policy Committee is comprised of municipal elected and appointed officials and municipal staff from member municipalities. The Policy Committee meets once a year to review proposed legislative priorities and the Statement of Municipal Policy.

The Policy Committee is open to any members who wish to sign up. The Policy Committee **may** be divided into subcommittees, depending on the number of attendees and the number of proposals to be considered.

Those of you who volunteer for, or are appointed to, the Policy Committee are also asked to serve as Resolutions Committee members. NMML Resolutions Committee will meet at the Annual Conference.

The Annual Banquet for the Ruidoso Valley Chamber of Commerce will be Friday, June 27, at 6 pm at the Inn of the Mountain Gods. The banquet will include the awards for Business of the Year, Volunteer of the Year and Beautification Award.

New Mexico State Transportation Commission Meeting – The New Mexico State Transportation Commission held their Commission meeting on Thursday, May 15, 2025, in Cloudcroft. The business

meeting was also held on May 15th at Cloudfcroft Council Chambers. The Commission was created by State Statute as an independent board to determine all matters of policy for the New Mexico Department of Transportation. The meeting is also an opportunity for residents of local communities to discuss transportation needs and projects with NMDOT officials. Time was allotted for public comment.

New Mexico 2025 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay

Requests: As approved by the Council in the ICIP, the Village submitted a total of Six (6) 2025 Capital Outlay request forms for project funding consideration. The Village had one (1) Capital Outlay Project approved during the Legislative Session.

- Removal of Trees & Water Shed Improvements (\$750,000)

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

Healings America's Heroes – Fort Stanton Building Remodel/Renovation Project- The Village was awarded Capital Outlay funding during the 2024 Legislative Session in an amount \$450,000. Grant No. 24-I2993 scope of work will include plan, design, demolish, construct, furnish, equip and renovate a veterans' conference center, including residential facilities and accessibility improvements, near Fort Stanton in Lincoln County; Village staff will work closely with the Healing America's Heroes Organization on this project. Village Staff have also been working with the State of New Mexico General Services Department staff on finalizing a project scope that will work best with all entities involved with the Capital Outlay funding.

NMDOT Grant Award for Village Roadway Improvements Project – The Village was awarded 2024 Transportation Project Funds (TPF) for a Roadway Improvement Project. The project will include 4.9 miles of pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on White Mountain Dr., Porr Dr., Jack Little Dr., LL Davis Dr., Leon Farrar Dr. & Wingfield Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process. The Village has awarded Cutler Repaving, Inc, through the State-Wide Price Agreement to conduct the Roadway Improvements Project. Cutler Repaving has also been awarded a patching project that will include all streets listed on the TPF Project termini. Notice to Proceed was issued to Cutler Repaving, project is scheduled to begin on June 23rd.

U.S. Department of Commerce Invests \$2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a \$2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. The Villages were awarded a Department of Finance and Administration Matching Grant Award for the EDA Grant, in the amount of \$465,600.00.

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project. - Task Orders were issued and approved by the Council to Bohannan Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S.

Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project - Task Orders were issued and approved by the Council to Stantec, for professional engineering services related to the grant project. The grant funds will be used to design a complete plan set and studies needed for construction bids to construct the plans. This grant design will include the following:

- Lighting
- Landscaping
- Redeveloped Roundabout
- Survey Work
- Drainage Study
- Signage
- Traffic Study to Support A Road Diet
- Proper Grading on the Pavement Will Be Needed to Correct Water Runoff Issues
- Curb & Gutters
- Driveway Aprons
- Sidewalks
- Drop Inlets
- Bump-Outs for Large Gateway Signage

603 Housing Development Project - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units.

Project Status

- **Coordination Meetings w/ Home Spot and VOR** - Onsite Every Tuesday at 8:00 am
- **Coordination with PNM** - Work started Monday 5.12.25
- **Landscaping Coordination** - Work to start once grading has been completed.

Work in Progress

- **Pads/Homes**
- **Utilities**
- **Water Main and Services including tie in** - Complete
- **Sewer Main and Services** - Complete
- **Gas Main and Services** - Complete
- **PNM** - Ongoing
- **Windstream** – Ongoing

Look Ahead

- **Earthwork**
Return for fine grading around homes, roadways and parking locations once utilities are complete and homes are complete
- **Utilities**
Excavation, Electrical conduit install, Inspection, Back fill

Coordination with PNM and Lamay Electric for installation of duct and inspections

PNM contractor will install wire, pedestals and transformers at a later date once all conduit is in and easement information has been accepted by PNM

- **Landscaping** - To start once final grading has been completed
- **NM48/ Mechem Access Driveway** - Work to begin once all homesites and housing development roadways are completed.

Horton Complex Renovation Project – White Sands Construction completed Phase II. The Forestry Department, Municipal Court Department, Emergency Management, and have relocated to the Horton Complex building. Full department operations

General Note

Project Status

- **Temp Certificate of Occupancy (C of O) received 4/29/2025**
- **Final Certificate of Occupancy received 5/13/2025**

Work in Progress

- **Final Cleaning - Complete**
- **Punch list - Complete**
- **Generator - Complete:** Waiting for startup and training

Look Ahead

- **Finalize Generator** - Working with Zia Natural Gas for gas pressure to building
- **Transfer to Village** - TBD

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

Fats, Oils, and Grease (FOG)- Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.

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

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

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

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

PROJECT: Water Conservation – Public Awareness

Purpose:

- Combat the negative connotation of the Level 5 Water Restrictions
- Combat the negative connotation of the appearance of the water post-Little Bear Fire
- Encourage locals and visitors alike to engage in water conservation
- Increase awareness regarding the importance of water conservation in Ruidoso – especially post-Little Bear Fire
- Provide people with tips/helpful information on easy ways to conserve
- Ruidoso's water supply

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the water restrictions (beginning today and ending when all parties agree it is no longer necessary)
- Design a flyer to send home with RMSD students
- Send "village ambassadors" to all service club meetings within the next month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank
- Installing a shut-off valve

Broadcasting also on FM 99.1

Radio. Podcasts. Live streaming.

Every day, *KRUI—The Mountain* connects with Ruidoso residents and visitors on the air, online, and in-person to explore local news, ideas, events, and conversations.



AIRPORT

May 2025 Operations & Fuel Summary:

NOTE: Manager's Report is up to end of business on Saturday May 31, 2025

2024 / 2025 Operations

442 / 451 Up 2%

2024 / 2025 Jet A Fuel

20679 / 13389 Down 35.3%

2024 / 2025 100LL Fuel

2062 / 1858 Down 10%

- There were 3 medical transports for the month of May.
- There were 11 Military Aircraft.
- 5/2 Airport Manager attended Team Michael Meeting.
- 5/2 Airport Manager attended meeting with USFS for helicopter staging operations.
- 5/2 Airport Manager attended OEM Weather Coordination Call.
- 5/5 Airport Manager & Airport Supervisor attended meeting with Michael, Lochner Consultants and Aero Tech for discussion about Aero Tech fire mitigation base at SBRA.
- 5/6 Airport Manager attended Roswell Airport Board meeting for the Roswell Air Races.
- 5/8 Airport Staff attended Insurance Open Enrolment sessions.
- 5/9 Airport Manager attended Team Michael Meeting.
- 5/13 Airport Manager attended Council Meeting.
- 5/14 Airport Manager attended Meeting with Michael and Eddie to discuss the Rural Air Service Enhancement (RASE) grant.
- 5/15 Airport Manager attended Directors Meeting.

- 5/16 Airport Manager attended Team Michael Meeting.
- 5/20 Airport Manager attended a Meeting with Michael.
- 5/21 Airport Manager and Airport Supervisor attended NOTAM Manager Training.
- 5/21 Airport Manager attended Community Flood Risk and Resilience workshop.
- 5/22 Airport had a disabled aircraft on Taxiway A. Airport Manager drove to Santa Fe to borrow some aircraft recovery equipment.
- 5/25 Airport Manager conducted Airport Staff meeting. Afterwards Airport Staff observed the "Camp Fire" for signs of encroachment onto airport property.
- 5/27 Airport Manager returned aircraft recovery equipment to Santa Fe.
- 5/28 Airport Manager attended an RFP meeting with Michael and Christy.
- 5/29 Airport Manager attended meeting with Michael.
- 5/30 Airport Manager attended Team Michael Meeting.
- Unable to get the weather history for the wind report for the Month of May

Daily Fuel Volume Sold					
Receipt Date: 01-May-25 to 31-May-25					
Merchant Number: 7836					
Receipt Date	Avgas 10	Jet A Fue	Avg W/S	Max W/S	Operator Day
1-May-25	12.5	242			15 Th
2-May-25	21	725			7 Fr
3-May-25	23.1	50			28 Sa
4-May-25	42.4	0			4 Su
5-May-25	20	550			4 Mo
6-May-25	12.2	460			11 Tu
7-May-25	117.7	510			12 We
8-May-25	0	680			16 Th
9-May-25	249.1	0			8 Fr
10-May-25	77	539			12 Sa
11-May-25	84.2	300			20 Su
12-May-25	20	0			3 Mo
13-May-25	26.7	0			1 Tu
14-May-25	0	308			6 We
15-May-25	13.9	553			15 Th
16-May-25	20	150			22 Fr
17-May-25	69	0			5 Sa
18-May-25	40.4	1573			11 Su
19-May-25	57.2	270			5 Mo
20-May-25	20.4	554			14 Tu
21-May-25	39.9	772			25 We
22-May-25	169	708			64 Th
23-May-25	0	604			19 Fr
24-May-25	0	150			20 Sa
25-May-25	42.1	430			12 Su
26-May-25	304.5	1086			32 Mo
27-May-25	145	805			8 Tu
28-May-25	134.2	0			10 We
29-May-25	40.3	290			15 Th
30-May-25	56.3	1000			20 Fr
31-May-25	0	80			7 Sa
	1858.1	13389			451

	2025 Fuel			
Month	Jet A	100LL		Cumulative
January	6866	1176		8042
Februray	8622	1338		9960
March	7010	1033		8043
April	10684	1314		11,998
May	13389	1858		15247
June				
July				
August				
September				
October				
November				
December				
Total	46571	6719		53290

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed twelve (12) requests for public information during May 2025. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that would have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Clerk and Deputy Clerk attended Insurance Open Enrollment Meeting.
- Clerk and Deputy Clerk attended Zoom training for Peak (New Agenda Software).
- Clerk and Deputy Clerk participated in the Pre-Monsson Season Functional Exercise.
- Clerk and Deputy Clerk attended ICIP Public Meeting.

COMMUNITY DEVELOPMENT

Planning Commission:

A regular meeting was held on May 6, 2025. The following items were heard:

a) Site Plan & Concept Approval Case # SP2025-54- Manny Maheng is requesting approval of a commercial site plan and concept approval to construct a new metal building to be used as a contractor's office located at 1111 Mechem Dr., Lot 14, Block 1 of the Airport West Subdivision.

APPROVED

b) Variance Case # PV2025-57-Robert Orr is requesting a variance to encroach 16.83 feet into the 20-foot front yard setback to construct a 240 square foot garage located at 120 Buckingham Dr., Lot 32A, Block 4 of the Black Forest Subdivision, Amended. **DENIED**

c) Variance Case # PV2025-58- Mark Younger on behalf of Gary Loudermilk is requesting a variance to encroach 1.5 feet into the corner lot 20-foot setback to enclose a carport located at 122 Lower Terrace Dr., Lot 6, Block 15 of the Golf Course Estates Subdivision. **APPROVED**

d) Conditional Use Case # CU2025-61- Jim Concha on behalf of Ski Ruidoso Inc., is requesting approval to have a food truck in conjunction with the business operations located at 1133 Mechem Dr., Lot 3, Block 1 of the Airport West Subdivision. **APPROVED**

The next regular meeting is on June 3, 2025.

Workforce Housing Advisory Board

Next regular meeting: Thursday, July 24, 2025

Re-Addressing Update:

The re-addressing and renaming of roads are on hold for 18 months due to the South Fork, Salt Fire, and flood events. Stephanie will continue reviewing the data within the grids, and we will collaborate closely with the Streets, Water, and Solid Waste departments to identify any anomalies in the field that may not be reflected in the GIS data. Our focus will be on identifying duplicate road names. The identified roads are currently being reviewed to determine which names might be compatible with the areas requiring renaming efforts. The Address Committee will meet to evaluate a proposal of three names. Additionally, we will collaborate with the Public Information Officer (PIO) to develop an online survey to expedite the response process from property owners in the affected areas.

Short Term Rentals

April 2025

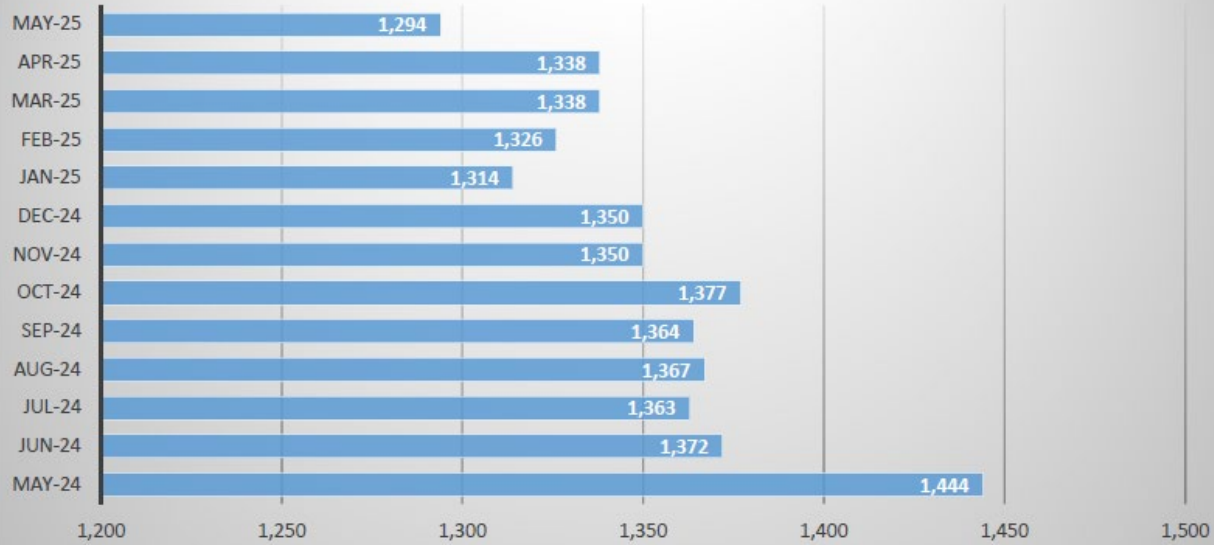
Month Stats

- 1,294 Active STR Properties
- 3,274 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)
- STR Permit Fees \$ 30,950 – Total
- Compliance Inspections \$160 – Total
- STR Business Registration Fees \$ 1,050 – Total
- Neighbor Notifications Fees \$150 – Total

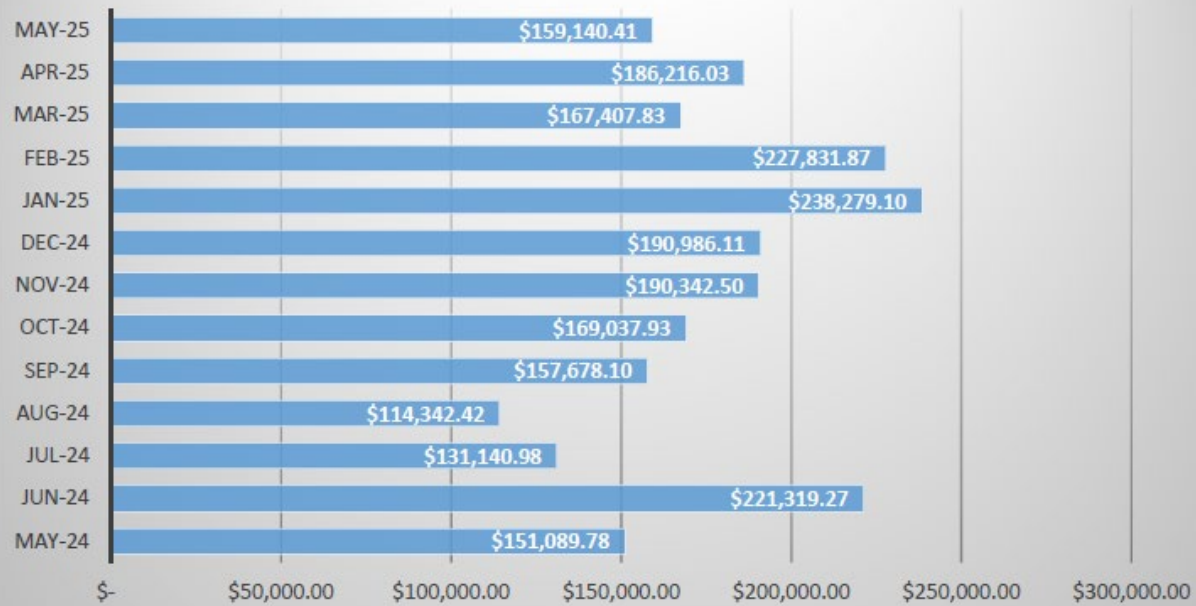
Lodgers Tax

- \$ 159,140.41

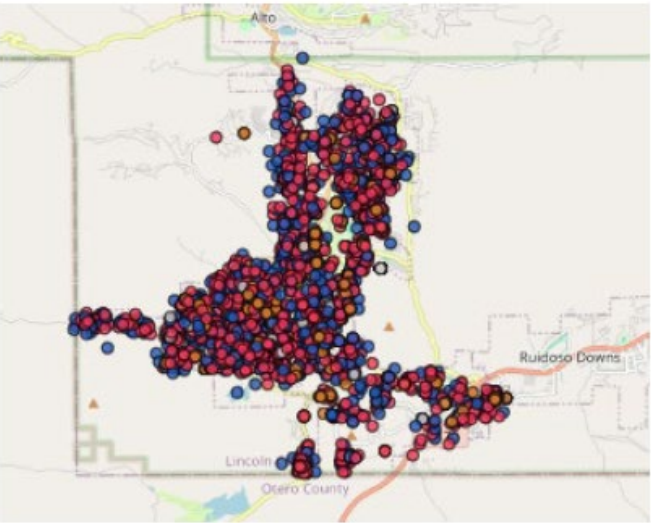
STR Permits



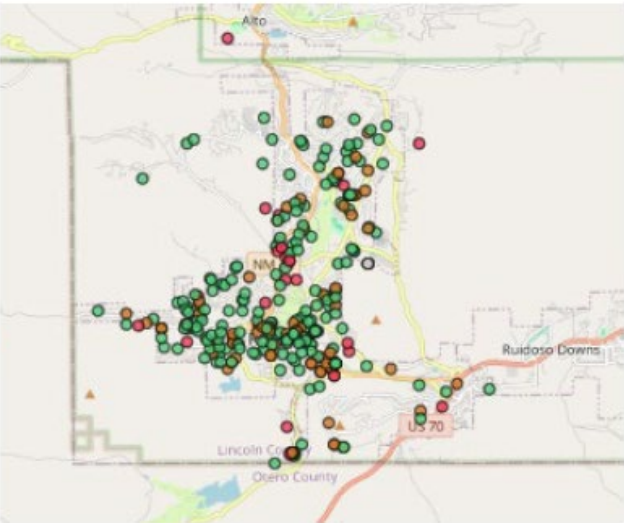
Lodgers Tax Remittance



Compliant Properties



Uncertain Compliance Status



Advertised Rental Size



Advertised Property Type



Building Inspections and Permit Tallies

PERMIT #	C	R	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20250274		1	47 GRENABLE	1							1		FTG
20240887		1	105 EVANS	1								1	INSULATION (NO ROUGH ELECTRICAL)
20240210		1	103 DEL MAR	1							1		FTG REINSPECTION (PARTIAL PASS)
20240875		1	127 WHIRLAWAY	1							1		FTG REINSPECTION
20240674		1	104 ST ANDREWS	1							1		WEST CMU
20240665		1	252 LINCOLN HILLS	1								1	FRAME
20230883		1	124 KING RICHARD	1							1		B/FINAL (PARTIAL PASS TEMP C/O 120 DAYS)
20250119		1	491 FORT STANTON	1							1		FTG
20240248		1	135 MOONDANCE RDG	1							1		INSULATION (NO ROUGH ELECTRICAL)
20240406		1	100 DREAM CATHCER	1							1		LATHE
20240407		1	101 DREAM CATCHER	1							1		LATHE
20240408		1	102 DREAM CATCHER	1							1		LATHE
20240336		1	232 SPENCER	1								1	RETAINING WALL FTG
20240067		1	519 MOUNTAIN HIGH CIR	1							1		LATHE
20240002		1	102 SLATE CT	1							1		DECK FRAME
20230599	1		2515 SUDDERTH	1							1		FTG SLAB
20230794		1	194 DEER CREEK	1							1		INSULATION
20220029		1	114 HORIZON VIEW TRL	1							1		B/FINAL
20250234		1	114 AUGUSTA CT	1								1	FTG
20230606		1	134 BALD EAGLE	1								1	INSULATION
20240678		1	125 TWIN TREE	1								1	FRAME
20240678		1	125 TWIN TREE	1							1		LATHE
20240665		1	252 LINCOLN HILLS	1								1	FRAME REINSPECTION
		1	135 PARADISE CANYON						1				TAKE PHOTOS PER DIRECTOR KOENIG
20250163		1	229 RIO	1							1		FENCE FINAL
20250268	1		2801 SUDDERTH	1							1		FTG
20250284		1	1064 MECHEM	1							1		FTG
20250041		1	101 SPARROW HAWK	1							1		FRAME
20250234		1	114 AUGUSTA CT	1							1		FTG
20240439		1	140 BUTCH BAIRD	1							1		INSULATION
20250198		1	171 CORVO CRISTA	1							1		FOUNDATION
20250237		1	111 COPPER CT	1							1		FTG
		1	101 APACHE HILLS						1				RED TAG (STUCCO & DECK REMODEL)
20240827	1		410 GAVILAN CANYON	1							1		INSULATION
20240824		1	116 ROOFTOP	1							1		B/FINAL REINSPECTION

PERMIT #	C	R	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20230606		1	134 BALD EAGLE	1								1	INSULATION
20250218		1	103 PLUMAS PL	1							1		CMU
20240601		1	142 FLUTE PLAYER	1							1		FRAME
20240462		1	104 MOONDANCE RDG	1							1		INSULATION
20240852		1	103 CINCH CT	1							1		CMU
20240845		1	140 CORVO CRISTA	1							1		FTG
20250208		1	233 SONTERRA	1							1		CMU
20240758	1		2904 SUDDERTH DR	1							1		B/FINAL & C/O
		1	251 JUNCTION							1	1		STR
	1		2906 SUDDERTH DR # 7					1			1		BUSINESS
20240067P		1	519 MOUNTAIN HIGH CIR		1						1		P/TOP OUT
	1		1096 MECHEM DR #G					1			1		BUSINESS
20240809P		1	112 TOPSIDE			2					1		P/ROUGH & TOP OUT
20230883		1	124 KING RICHARD	1								1	B/FINAL
		1	102 EDINBURGH						1				RED TAG
20240364		1	115 WILLIE HORTON	1							1		LATHE
20250203		1	206 OR 260 DEBORD	1							1		SERVICE
20250073P	1		25955 US HWY 70		1							1	P/ROUGH & TOP OUT
20250286	1		813 CARRIZO CANYON		1						1		CAS CERT
20250269E	1		2629 SUDDERTH DR	1								1	E/FINAL
20250263		1	127 VISION	1							1		SERVICE
20240214P	1		406 MECHEM		1						1		P/ROUGH
20250262	1		443 MECHEM	1							1		SERVICE
20240697		1	113 CANYON	1							1		SERVICE
20250266	1		602 GAVILAN CANYON	1							1		SERVICE
20240568		1	115 ALPINE VILLAGE	1							1		TEMP POWER
20200017E	1		111 CORNUDAS TRL	1							1		SERVICE
20240601E		1	142 FLUTE PLAYER	1							1		SERVICE
20240601E		1	142 FLUTE PLAYER	1							1		E/ROUGH
20240500M		1	135 WALTER HAGAN				1				1		M/ROUGH
20250223		1	209 LEE TREVINO	1							1		E/ROUGH
		1	1141 STATE HWY 48	1							1		E/ROUGH
		1	2904 SUDDERTH DR									1	B/FINAL (NOT READY)
20250275		1	138 PARADISE CANYON A	1							1		SERVICE
20250276		1	138 PARADISE CANYON B	1								1	SERVICE

PERMIT #	C	R	ADDRESS	I	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20250277		1	138 PARADISE CANYON C	1								1	SERVICE
20250199		1	319 VALLEY VIEW								1		FTG
20240822E		1	219 ALPINE MEADOWS TRL	1							1		E/ROUGH
20250270		1	130 EAGLE CREEK CYN	1							1		TEMP POWER
20230606		1	134 BALD EAGLE		1						1		PARTIAL INSULATION
20240255		1	114 DEER PACK		1						1		S/PAN
20250252		1	111 YOCUM	1							1		E/ROUGH
20250291		1	133 PONDEROSA	1							1		SERVICE
20250041E		1	101 SPARROW HAWK	1							1		E/ROUGH
20240749		1	209 ALPINE MEADOWS TRL		1						1		VAPOR BARRIER
20240749P		1	209 ALPINE MEADOWS TRL			2					2		P/ROUGH & TOP OUT
20240749M		1	209 ALPINE MEADOWS TRL				1				1		M/PARTIAL
20240406E		1	100 DREAM CATCHER	1							1		E/ROUGH
20240408E		1	102 DREAM CATCHER	1							1		E/ROUGH
20240407E		1	101 DREAM CATCHER	1							1		E/ROUGH
20240045P		1	101 BEN HOGAN				1				1		P TOP OUT
		1	302 GAVILAN CANYON	1							1		SERVICE REINSPECTION
20250164		1	433 FIRST ST		1						1		ROOF REINSPECTION
20240885		1	505 FIRST ST		1						1		BWP
20240873		1	101 PLUMAS PL		1						1		BWP
20250122		1	146 CHANCE LOOP		1						1		FTG
20240693		1	149 CROWN RIDGE		1						1		BWP
20230565		1	1280 HIGH MESA		2						1		B/FINAL & C/O
20240404		1	114 WATER SPIRIT		1						1		FRAME
20240402		1	112 WATER SPIRIT		1						1		FRAME
20240346		1	224 SADDLEBACK		1							1	S/PAN
20250188		1	525 GAVILAN CANYON		1							1	REROOF
		1	122 PAT THOMPSON							1	1		STR
		1	202 COAL							1	1		STR
		1	108 JACK LITTLE DR #B22							1	1		STR
		1	209 TIMBERLINE DR							1	1		STR
		1	307 HEATH							1	1		STR
		1	223 HIGH LOOP							1	1		STR
		1	132 CORONADO							1	1		STR
		1	105 BOGIE LN							1	1		STR

PERMIT #	C	R	ADDRESS	I	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
		1	117 JUNIPER							1	1		STR
		1	201 MECHEM							1	1		STR
		1	220 CHELSEA							1	1		STR
20250253		1	127 VISION			1					1		GAS PRESURE TEST
		1	107 EDINBURG PL							1	1		STR
		1	125 HIGH ST							1	1		STR
		1	204 PERK CANYON							1	1		STR
		1	109 TERRACE DR							1	1		STR
	1		2904 SUDDERTH DR					1			1		BUSINESS
20250197		1	122 LOWER TERRACE		1						1		B/FINAL
20250140		1	138 CLIFFSIDE		1						1		CMU
20240741		1	115 COTTAGE GROVE		1						1		SLAB
20250158		1	141 CROWN RIDGE		1						1		FTG
20240678		1	125 TWIN TREE		1						1		INSULATION
20240346		1	224 SADDLEBACK		1						1		S/PAN
20240809E		1	112 TOPSIDE	1								1	E/ROUGH
20240497E		1	203 TOBOGGAN		1						1		E/FINAL
20240718E		1	406 MECHEM	1								1	E/ROUGH
20240718		1	406 MECHEM		1							1	FRAME
20230708		1	128 RANDALL		1						1		FRAME
20240500E		1	135 WALTER HAGAN	1							1		E/ROUGH
20240500M		1	135 WALTER HAGAN				1				1		M/ROUGH
		1	522 SUDDERTH DR #8					1			1		BUSINESS
20240210		1	103 DEL MAR		1						1		FTG
20250180	1		1056 MECHEM		1						1		FOUNDATION
20240497		1	203 TOBOGGAN		1						1		B/FINAL
20240882		1	219 ALPINE MEADOWS TRL		1							1	FRAME
20250144		1	1395 HIGH MESA		1						1		FTG
20240384		1	269 LINCOLN HILLS		1						1		B/FINAL
		1	214METZ #242							1	1		STR
		1	216 METZ #223							1	1		STR
		1	117 JACK LITTLE DR							1	1		STR
		1	115 JACK LITTLE DR							1		1	STR
		1	209 MARBLE							1	1		STR
		1	322 HEMLOCK CIR							1	1		STR

PERMIT #	C	R	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
		1	512 MOUNTAIN HIGH CIR							1	1		STR
		1	209 EXCALIBUR							1		1	STR
		1	115 LARK							1	1		STR
20250184P		1	803 STATE HWY 48			1					1		FLOOR SINK
		1	109 METZ C							1	1		STR
		1	114 SLAY							1	1		STR
		1	449 FLUME CANYON							1		1	STR
		1	202 CHELSEA							1	1		STR
		1	114 WEST ST							1	1		STR
		1	100 HULL #2							1	1		STR
		1	312 VALLEY VIEW							1	1		STR
		1	144 YELLOW PINE							1	1		STR
		1	231 EXCALIBUR RD							1	1		STR
		1	213 JUNIPER RD							1	1		STR
		1	149 N OAK							1	1		STR
		1	110 BOGIE LN #3B							1	1		STR
		1	113 JOE ST							1	1		STR
		1	116 JUNIPER RD							1	1		STR
		1	114 AMELA LN							1	1		STR
		1	202 SANDIA RD							1	1		STR
		1	216 METZ #221							1	1		STR
		1	215 EXCALIBUR RD							1	1		STR
		1	925 SUDERTH DR					1			1		BUSINESS
20250188		1	525 GAVILAN CANYON		1						1		REROOF REINSPECTION
20250599	1		2515 SUDDERTH DR		1						1		FTG
20250285		1	107 RANIER			1					1		FTG
20250067		1	238 COUNTRY CLUB			1					1		FRAME
		1	316 GEORGE P WHITE							1	1		STR
		1	904 CARRIZO CANYON #113							1	1		STR
20240067M		1	519 MOUNTAIN HIGH CIR				1				1		M/ROUGH
		1	209 N EAGLE DR #3							1		1	STR
		1	148 MEANDER DR							1	1		STR
		1	107 TERRACE DR							1	1		STR
20230708P		1	128 RANDLE DR			1					1		P/FINAL
20230708M		1	128 RANDLE DR				1				1		GAS

PERMIT #	C	R	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
		1	1103 HULL DR							1	1		STR
20250073P	1		412 US HWY 70			1					1		P/ROUGH
20240067		1	519 MOUNTAIN HIGH CIR	1							1		E/ROUGH
20240446		1	136 LUPINE LOOP	1							1		SERVICE
20240067M		1	519 MOUNTAIN HIGH CIR				1				1		M/ROUGH
20250315		1	1395 HIGH MESA	1							1		TEMP POWER
20220850E		1	116 FLUTE PLAYER	1							1		E/FINAL
20250045M		1	101 BEN HOGAN				1				1		M/ROUGH
20240439		1	140 BUTCH BAIRD		1						1		RETAINING WALL
20240388E		1	110 SAN FELIPE	1							1		E/ROUGH
20240524		1	300 VISTA RIO BONITO	1								1	E/FINAL
20230493P		1	229 STATE HWY 220				1					1	P/FINAL
20230493			229 STATE HWY 220		1							1	B/FINAL
20240500E		1	135 WALTER HAGAN	1							1		E/ROUGH
20240500M		1	135 WALTER HAGAN				1				1		M/ROUGH
20230756		1	200 W RIVERSIDE	1							1		E/FINAL
20240718E		1	406 MECHEM	1								1	E/ROUGH REINSPECTION
20240718		1	406 MECHEM		1						1		FRAME REINSPECTION
20240814E		1	112 DAVIS	1							1		E/ROUGH
20240791E		1	112 BELLAVIA	1							1		E/ROUGH
20250305		1	22 EL CANTO		1						1		PEDESTAL
20250030		1	24 LAKE SHORE		1						1		FTG
20250159		1	88 VIENNA TERRACE		1							1	DECK FRAME
20240628		1	1214 MECHEM		1						1		INSULATION
20240628	1		1214 MECHEM		1						1		LATHE
20250218		1	103 PLUMAS PL		1						1		SLAB
20250292		1	108 SARAH LN		1						1		PIERS
20250184		1	803 STATE HWY 48		1						1		B/FINAL
20240851		1	147 SQUAW VALLEY		1							1	SLAB
20250302		1	1123 CHANCE LP		1						1		FTG
	1		501 SUDDERTH						1				CONSULT
20250054		1	112 EMBDY		1						1		FRENCH DRAIN
20240067		1	519 MOUNTAIN HIGH CIR		1						1		FRME
20250307		1	303 PEARL		1						1		FTG
20240653		1	413 HULL		1						1		B/FINAL

PERMIT #	C	R	ADDRESS	I	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20250284		1	1064 MECHEM		1						1		FENCE
20250140		1	138 CLIFFSIDE		1						1		SLAB
20250170		1	184 MUSKETBALL		1							1	FTG
20240406		1	100 DREAM CATHCER		1						1		FRAME
20240407		1	101 DREAM CATCHER		1						1		FRAME
20240408		1	102 DREAM CATCHER		1						1		FRAME
20240601		1	142 FLUTE PLAYER		1						1		INSULATION
20240144		1	1395 HIGH MESA		1						1		CMU
20240054		1	112 EMBDY		1						1		FTG
	1		HORTON						1				CONSULT
20240809E		1	102 CUMMINGS			1					1		P/ROUGH
20210561		1	2637 SUDDERTH	1							1		E/FINAL
20240809E		1	112 TOPSIDE	1							1		E/ROUGH
20240149		1	107 ALTO MESA	1							1		E/ROUGH
20240149		1	107 ALTO MESA		1							1	FRAME
	1		2637 SUDDERTH					1			1		BUSINESS
20210561		1	2637 SUDDERTH		1						1		B/FINAL
20210561E		1	2637 SUDDERTH	1							1		E/FINAL
20210561P		1	2637 SUDDERTH			1					1		P/FINAL
20240749E		1	209 ALPINE MEADOWS TRL	1							1		E/ROUGH
20250267		1	1201 MECHEM		1						1		B/FINAL
	1		2527 SUDDERTH						1				REDTAG
20250215		1	106 PALO ALTO		1						1		FOUNDATION
20250159		1	88 VIENNA TERRACE		1						1		DECK FINAL
20220850		1	116 FLUTE PLAYER		1							1	TEMP C/O
20240500		1	135 WALTER HAGAN		1							1	FRAME
20250100		1	1136 LITTLE BIG HORN		1						1		DECK FINAL
20250085		1	111 MOUNT HOOD		1						1		CMU
		1	115 JUNIPER							1	1		STR
		1	609 WINGFIELD #5							1	1		STR
		1	105 SKYLANE							1	1		STR
20240814P		1	112 DAVIS			2					2		P/ROUGH & TOP OUT
		1	103 CREE MEADOWS #254							1	1		STR
		1	107 CHARLES MCCLELLAN							1	1		STR
		1	321 BRADY CANYON							1	1		STR

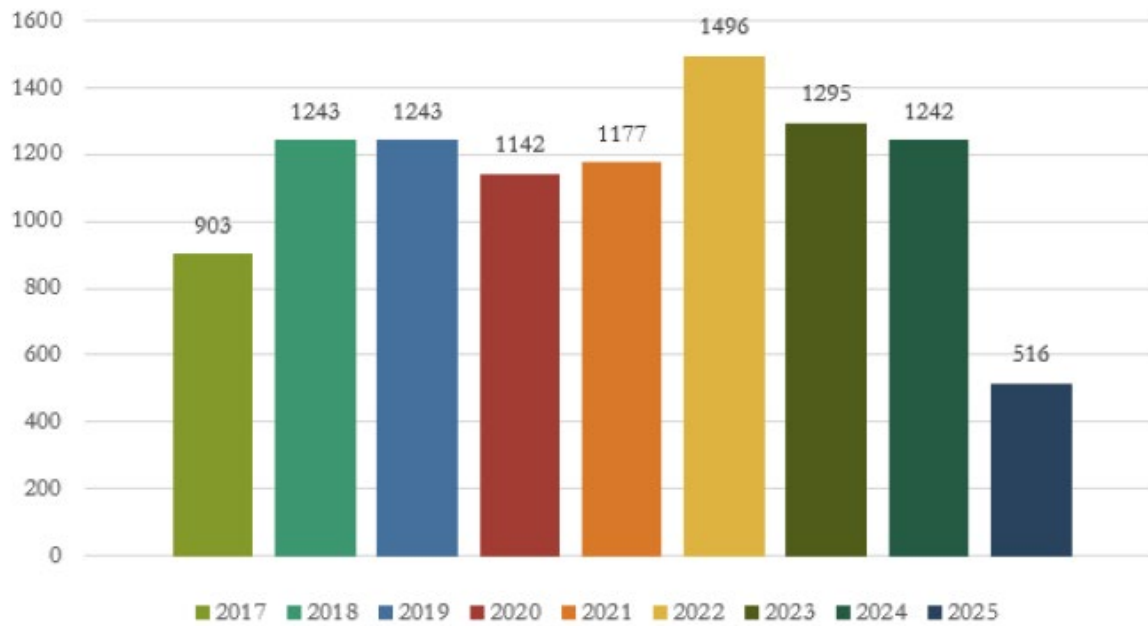
PERMIT #	C	R	ADDRESS	I	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20240228		1	241 LINCOLN HILLS				1				1		M/ROUGH
20220850PM		1	116 FLUTE PLAYER			1	1				2		P/FINAL & M/FINAL
20240364PM		1	115 WILLIE HORTON			2	2				4		P/ROUGH & TOP OUT & M/ROUGH & TOP OUT
20240873PM		1	101 PLUMAS PL			2	2				4		P/ROUGH & TOP OUT & M/ROUGH & TOP OUT
20240869P		1	147 BLUE SPRUCE			2					2		P/ROUGH & TOP OUT
20240814M		1	112 DAVIS				1				1		M/ROUGH
20220634		1	614 EXCALIBUR		1						1		RETAINING WALL REINSPECTION
20240809		1	112 TOPSIDE		1						1		FRAME
20240749		1	209 ALPINE MEADOWS TRL		1							1	FRAME
20240822		1	219 ALPINE MEADOWS TRL		1						1		FRAME
20240822		1	219 ALPINE MEADOWS TRL		1						1		INSULATION
20250098		1	180 EAGLE RIDGE		1						1		FRAME
20240500		1	135 WALTER HAGAN		1						1		FRAME REINSPECTION
20250345		1	146 BUTCH BAIRD		1						1		DECK FTG
20250045		1	101 BEN HOGAN		1						1		FRAME
20240388		1	110 SAN FELIPE		1						1		FRAME REINSPECTION
20240809		1	112 TOPSIDE		1							1	FRAME
20250112		1	CMU		1							1	CMU
20240791		1	SLAB		1						1		SLAB
20240388		1	FRAME		1							1	FRAME
		1	110 JACK LITTLE #A2							1	1		STR
		1	98 UMBRELLA							1	1		STR
20250312		1	2319 SUDDERTH			1					1		STR
	1		1096 MECHEM DR #G					1			1		BUSINESS
20250269E		1	2629 SUDDERTH DR	1							1		E/FINAL
20240484E		1	211 SUDDERTH DR	1							1		E/ROUGH
20250324		1	209 SWALLOW	1							1		SERVICE
20250333		1	110 BLUE SPRUCE	1							1		SERVICE
20240045E		1	101 BEN HOGAN	1							1		E/ROUGH
20250045E		1	101 BEN HOGAN	1							1		LV/ROUGH
20250045A		1	123 WALTER HAGAN			1					1		GAS SERVICE
20240111P		1	115 CRAZY HORSE	1							1		SERVICE
20250325		1	121 LA JUNTA	1							1		SERVICE
20250328		1	121 LA JUNTA						1				REDTAG
20240653		1	413 HULL	1							1		E/FINAL

PERMIT #	C	R	ADDRESS	E	B	P	M	BUSINESS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE
20240873		1	101 PLUMAS PL	1							1		E/ROUGH
20250247		1	204 SUNDANCE	1							1		TEMP POWER
20250267E	1		1201 MECHEM	1							1		E/FINAL
20240719E	1		406 MECHEM	1							1		E/ROUGH
20220613	1		2629 SUDDERTH DR	1	1						1		B/FINAL
20250269	1		2629 SUDDERTH DR	1							1		TENANT IMPROVEMENT FINAL
20220634		1	614 EXCALIBUR	1								1	RETAINING WALL
20250268	1		2801 SUDDERTH	1								1	SLAB
20240749	1		209 ALPINE MEADOWS TRL	1								1	FRAME
20250145		1	137 CROWN RIDGE	1							1		CMU
20250054		1	112 EMBDY	1							1		SLAB
20250244		1	114 VIRGINIA CANYON	1							1		SERVICE
20250336	1		1000 STATE HWY 220	1							1		SERVICE
20240149		1	107 ALTO MESA	1								1	FRAME REINSPECTION
20230851		1	1242 LITTLE BIG HORN				1				1		M/FINAL
20250343		1	122 LOWER TERRACE	1	1						2		BWP & FRAME
20250309		1	305 RAYMOND BUCKNER	1							1		SERVICE
20250326		1	102 WORCESTER	1								1	RV SERVICE
20250346		1	1003 MAIN	1								1	FTG
20250335		1	205 CAMBRIDGE	1							1		SERVICE
20250307		1	303 PEARL	1							1		CMU
20250337		1	124 BLUE BELL	1							1		SERVICE
20240149P		1	107 ALTO MESA			1					1		P/ROUGH
20240149		1	107 ALTO MESA	1								1	FRAME
20250336	1		1000 STATE HWY 220	1								1	SERVICE
20250137		1	124 PLACITAS	1							1		FTG
20250055		1	214 EXCALIBUR	1							1		BWP & FRAME
20250346		1	1003 MAIN	1							1		FTG
20250078		1	141 DEER PARK	1							1		B/FINAL
20240228		1	241 LINCOLN HILLS	1							1		LATHE
20240575		1	184 MUSKETBALL	1							1		FTG
		1	600 CENTER							1	1		STR
		1	110 JACK LITTLE #C28							1	1		STR
		1	110 JACK LITTLE #A12							1	1		STR
20240782P		1	607 EXCALIBUR			1					1		WATE SUPPLY
20250067		1	238 COUNTRY CLUB			1					1		GAS FINAL
		1	101 OAK GROVE							1	1		STR
		1	422 BARCUS							1	1		STR
20250208P		1	233 SONTERA			2					2		SLAB & P/ROUGH
20240149P		1	107 ALTO MESA			1					1		GAS
20230756PM		1	200 RIVERSIDE			1	1				2		P/FINAL & M/FINAL
	35	285		65	142	34	17	7	7	62	281	46	

LEGEND:

FTG = FOOTINGS
S/PAN = SHOWER PANS
CMU = CONCRETE MASONRY UNIT
C/O = CERTIFICATE OF OCCUPANCY
BWP = BRACE WALL PANEL
MHD PLACEMENT = MANUFACTURED HOUSING DEPARTMENT PLACEMENT
STR = SHORT-TERM RENTAL

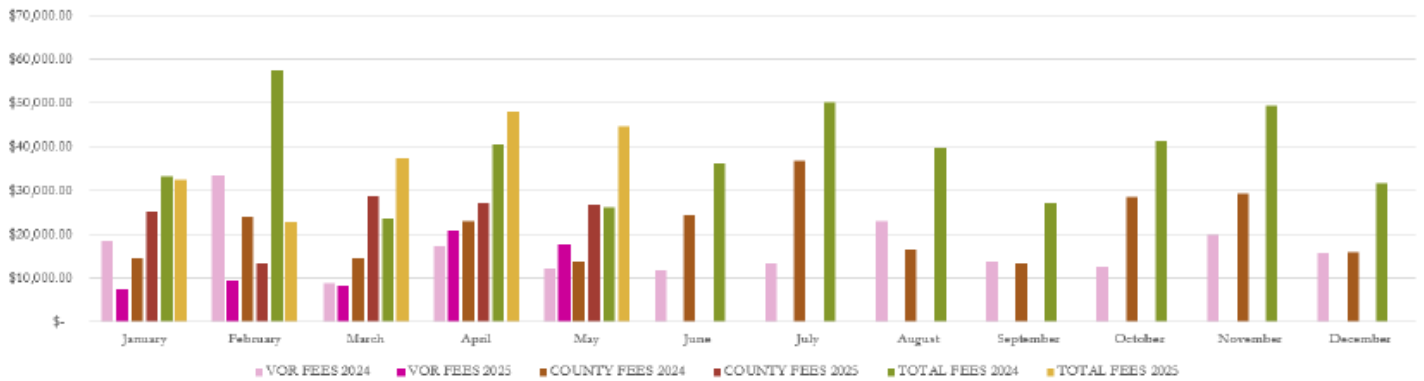
Building Permit Issued Comparison 2018 to Present



Number of Permits Issued 2024 vs 2025

MONTH	2024	2025
January	80	89
February	112	74
March	98	116
April	109	113
May	100	124
June	76	
July	117	
August	93	
September	183	
October	103	
November	99	
December	72	
TOTAL	1242	516

2023/2024 VOR vs COUNTY FEES



VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2024 AND 2025

MONTH	VOR FEES 2024	VOR FEES 2025	COUNTY FEES 2024	COUNTY FEES 2025	TOTAL FEES 2024	TOTAL FEES 2025	TOTAL VALUATIONS 2024	TOTAL VALUATIONS 2025
January	\$ 18,699.69	\$ 7,491.69	\$ 14,735.60	\$ 25,077.30	\$ 33,435.29	\$ 32,568.99	\$ 3,967,568.34	\$ 2,760,406.92
February	\$ 33,587.64	\$ 9,371.54	\$ 24,063.75	\$ 13,458.90	\$ 57,651.39	\$ 22,830.44	\$ 5,284,579.36	\$ 2,061,923.19
March	\$ 8,833.76	\$ 8,453.56	\$ 14,770.01	\$ 28,827.13	\$ 23,603.77	\$ 37,280.69	\$ 1,943,372.36	\$ 3,638,577.61
April	\$ 17,218.40	\$ 20,865.44	\$ 23,181.87	\$ 27,193.12	\$ 40,400.27	\$ 48,058.56	\$ 3,130,889.53	\$ 6,067,235.97
May	\$ 12,253.36	\$ 17,887.34	\$ 13,934.31	\$ 26,710.60	\$ 26,187.67	\$ 44,597.94	\$ 2,318,754.25	\$ 5,317,743.76
June	\$ 11,681.80		\$ 24,431.62		\$ 38,113.42	\$ -	\$ 11,576,833.96	
July	\$ 13,283.81		\$ 36,853.94		\$ 50,137.75	\$ -	\$ 12,950,037.62	
August	\$ 23,104.57		\$ 16,532.40		\$ 39,636.97	\$ -	\$ 2,691,420.19	
September	\$ 13,925.33		\$ 13,313.77		\$ 27,239.10	\$ -	\$ 2,487,435.20	
October	\$ 12,610.47		\$ 28,663.47		\$ 41,273.94	\$ -	\$ 5,499,231.51	
November	\$ 19,904.30		\$ 29,517.77		\$ 49,422.07	\$ -	\$ 5,590,469.28	
December	\$ 15,781.03		\$ 16,063.46		\$ 31,844.49	\$ -	\$ 3,806,774.39	
TOTAL PERMITS	\$ 200,864.16	\$ 64,069.67	\$ 256,081.97	\$ 121,267.05	\$ 456,926.13	\$ 185,336.62	\$ 61,227,165.98	\$ 19,845,887.45

Business Registrations Issued:

NEW BUSINESS REGISTRATION MAY 2025			
BUSINESS #	NAME	LOCATION	BUSINESS TYPE
BR2025-115	CALIBER ELECTRICAL SERVICE	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-116	LAURENCE WHIPPLE	OUT OF TOWN	CONCRETE/CEMENT
BR2025-119	DE GALA ELECTRIC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-120	A & A ROOFING, INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-122	MOUNTAIN AIR CABINS & REAL ESTATE	2614 US HWY 70	REAL ESTATE & CABIN RENTALS
BR2025-123	SIGNPLEX LLC	OUT OF TOWN	SIGN CONTRACTOR
BR2025-124	PATT & MONCHIS FAVELAS COATING INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-125	HARTFORD PLUMBING	OUT OF TOWN	PLUMBING CONTRACTOR
BR2025-127	KING'S CONSULTING & ELECTRICAL LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-130	CAREYCHART DESIGNS	HOME OCCUPATION	VENDOR
BR2025-131	GRILL CALIENTE, LLC	2800 SUDDERTH DR.	RESTAURANT (NEW OWNERSHIP)
BR2025-133	SCOTSFARRE, LLC DBA HERITAGE MEAT PIES	OUT OF TOWN	VENDOR
BR2025-136	PORKY'S OF ALAMOGORDO INC.	OUT OF TOWN	HVAC/MECHANICAL
BR2025-137	GNM, LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-139	JACK'S VENUES, LLC	1056 MECHEM DR.	ENTERTAINMENT, BARI/LUNGE
BR2025-140	TDJ CONSTRUCTION	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-141	ROSA'S CLEANING SERVICE	HOME OCCUPATION	CLEANING SERVICES
BR2025-143	KOWALSKI PREMIER HOMES, LLC	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-144	SCHIELE CONSTRUCTION	HOME OCCUPATION	GENERAL CONTRACTOR
BR2025-146	SADAYA BURNETT FOUNDATION	OUT OF TOWN	NON-PROFIT ORGANIZATION
BR2025-150	TAYLOR & CO	2328 SUDDERTH DR.	GENERAL CONTRACTOR
BR2025-152	RAPID RESTORATION, LLC	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-153	CHAPARRAL HEATING & A/C INC.	OUT OF TOWN	HVAC
BR2025-154	EDIFICE CONSTRUCTION, LLC	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-155	DESERT MOON CONSTRUCTION	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-156	MA'AM BEAR SWEET TOOTH	OUT OF TOWN	VENDOR
BR2025-157	QUINTANA MECHANICAL INC.	OUT OF TOWN	HVAC CONTRACTOR
BR2025-158	MIDCON ELECTRIC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-159	THE WHAP STUDIO, LLC	OUT OF TOWN	AUTO DECALS & WRAPS
BR2025-160	ORGAN MOUNTAIN CABLING & TECHNOLOGY, LLC	OUT OF TOWN	CONSTRUCTION, MANAGE IT INFRASTRUCTURE
BR2025-162	TIARA DEL SOL CONDO RESORT, LLC	226 EXCALIBUR	RENTAL PROPERTY SERVICES & MANAGEMENT
BR2025-163	TAYLOR & CO	2328 SUDDERTH DR.	GIFT SHOP
BR2025-164	LA MICHOCACANA DE RUIDOSO	2803 SUDDERTH DR. STE. B	ICE CREAM & SNACK BAR
BR2025-165	TRU REAL ESTATE	2904 SUDDERTH DR.	REAL ESTATE /LODGING
BR2025-166	PAYNE ELECTRIC, LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-168	CAPTAIN THERAPY & BEHAVIORAL HEALTH, LLC	1096 MECHEM DR. STE G-3	COUNSELING & THERAPY
BR2025-168	PINWHEEL HEALING CENTER, LLC	1096 MECHEM DR. STE G-3, G-10, G-11	COUNSELING & HEALING CENTER
BR2025-171	MOUNTAIN ENTERTAINMENT GROUP FOR THE ARTS	HOME OCCUPATION	ENTERTAINMENT SERVICES
BR2025-173	FLOURESCENT SIGNS, INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-174	HP ALLIANCE NM, LLC	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-175	CLAY-WEST DEVELOPMENT CORP	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-176	ALLIANCE ELECTRICAL CONTRACTORS	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-177	CC MECHANICAL SOLUTIONS	OUT OF TOWN	HVAC
BR2025-178	MS. SWEETS	HOME OCCUPATION	CATERING SERVICES
BR2025-179	NEWCO ELECTRICAL BUILDERS	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-180	TREELINE TATTOO PARLOUR	2631 SUDDERTH DR. SUITE C	TATTOO ARTIST
BR2025-181	LYNCO ELECTRIC CO., INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-182	PIPE & GO PLUMBING, LLC	OUT OF TOWN	PLUMBING CONTRACTOR
BR2025-186	HEART & HOME MOUNTAIN CLEANING	HOME OCCUPATION	CLEANING SERVICES

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
May 1, 2025	Lincoln County Prayer Breakfast	520
May 2-3, 2025	NM State Police Brotherhood	150
May 3, 2025	Ruidoso Public Library Dia Event	350
May 6, 2025	VOR-WUI	20
May 6, 2025	VOR-Open Enrollment	63
May 6, 2025	RHS Academic Awards Banquet	350
May 7, 2025	PDGA Banquet	400
May 7, 2025	Emergency Management Exercise	115
May 8-9, 2025	FBI National Academy Assn.	45
May 10, 2025	Pena Wedding Reception	200
May 13-16, 2025	NM Environment Department	40
May 17, 2025	Spottedbird Anniversary Party	100
May 20-21, 2025	P&R Pesticide Applicators Training	20
May 20-21, 2025	VOR-Sexual Harassment Training	55
May 21, 2025	SERPTO	56
May 21, 2025	Weather Spotter Training	20
May 23-25, 2025	Ruidoso Evening Lions Gun Show	1050
May 29-31, 2025	Apostolic Assembly	265

Upcoming Events

- | | |
|---------------------------------------|------------|
| 1. NM Cattle Growers | June 1-3 |
| 2. Olivas Graduation Party | June 6 |
| 3. Domeier Wedding/Reception | June 6-8 |
| 4. Raney Family Dinner | June 8-11 |
| 5. NM Higher Education | June 9-11 |
| 6. ICIP | June 9 |
| 7. Ruidoso Tattoo Expo | June 12-16 |
| 8. Dairy Producers of NM | June 16-18 |
| 9. Fraternal Order of Police | June 19-21 |
| 10. Juice Plus | June 21 |
| 11. Jensen Party | June 21 |
| 12. West Texas Plains Pastors Retreat | June 24-25 |
| 13. Natural Grocers | June 24-26 |
| 14. Ruidoso Evening Lions Gun Show | June 28-29 |

EVENTS & STRATEGIC PARTNERESHIPS

- Ruidoso Docuseries interviews held at the library
- Attended the Film New Mexico Annual Conference in Albuquerque

- Hosting XTERRA site tours the following week in preparation for the August event
- Traveled to St. George, Utah for IRONMAN 70.3 triathlon for production and emergency planning

FINANCE

- Council monthly reports for May (Period 11 FY 2025) will be available by mid-June.

April 2025 Benchmarks:

GRT Revenue down 2.08% from PY (\$362,742 decrease).

Gasoline Tax Revenue down 7.18% from PY (\$7,019 decrease)

Lodgers' Tax Revenue down 34.58% from PY (\$924,349 decrease)

Monthly Council reports are available on the Village website.

- There were three (3) project worksheets (PW) approved for the McBride Fire for a total of \$423,169.54 in funding. Received \$376,350.90 in Federal Funds and total outstanding \$46,818.64 (State). Waiting on instructions on how to move forward to receive other funding.
- The Village is currently working with NM DHSEM to reconcile expenditures associated with the FEMA PW155 Sewer Line Project. We have reconciled all expenditures through 12/31/24. Total project expenditures equal \$31,031,154.66 (Fed \$23,373,366, State \$5,585,607.84, and VOR \$2,172,180.82). Outstanding funds due from the State \$2,572,214.32. The balance on PW 155 totals \$2,428,773.35 can be used on other projects associated with the sewer line.
- The Village is also working with NM DHSEM to reconcile expenditures incurred with the design of the six (6) FEMA bridges. Once reconciled, hopefully the state and federal portions of expenditures incurred will be released from the State as a part of the pay as you go process. Total expenditures incurred through 12/31/24 equal \$2,049,199.54.
- The interim budget for FY 2026 was submitted to DFA on 05/16/25. Awaiting approval from DFA.
- Close out of FY 2025 has begun. Department final purchase orders will be processed until May 31st. Requisitioning on FY 2026 is set to begin the third week in June.
- Outstanding legislative appropriations and grants:
 - Recreation (23-H3061) \$378,362.50
 - McBride Fire (23-ZH5051-2) \$2,500,000.00 Balance \$1,951,553.64
 - Links Trail (NMDOT RT20030) \$1,139,236.00 Balance \$102,089.47
 - Veteran's Conference Center (24-I2993) \$450,000.00
 - Watershed Thinning (24-I2997) \$500,000.00
 - Flood Damaged Roads, Bridges, Infrastructure (A23H2521) \$1,800,000.00
 - Lift Station Infrastructure (24-I2489-3) \$2,078,004.32
 - Sewer Line at Racetrack (24-I2489-2) \$1,466,412.79
- Waiting on reimbursement on the following:

FAA Taxiway A (3-35-0052-032-2024) \$42,418.07

Recreation (23-H3061) \$15,221.53

McBride (23-ZH5051-2) \$5,263.79

- Waiting to payback the State on the following:
Links Trail (NMDOT RT20030) \$26,331.39

Utility Billing

- The Utility Supervisor is coordinating with the Village Clerk to organize utility liens. They are also making sure that the lien ordinance is being followed.
- Working with the meter readers to locate endpoints damaged from the fires and floods, 95 endpoints not communicating.
- Working on billing calendar for 2025
- Training backups on Utility Billing.
- Department Statistics:

APRIL 2025

Lien Letters Sent Out: 0

Lien Request Sent to Village Clerk: 0

Payment Arrangements Process: 6

Leaks: 197

Work Orders: 249

Shut-Offs: 114

Bill Adjustments: 40

Leak Credits: 9

IT

- **Fiber to Homes (No update since last month)**

Windstream has switched to all Kinetic Construction In-House Teams. All aerial work will be completed in January. Placement of 302,000 feet of fiber. Seven (7) new crews on buried work will start as of January 6th, 2025. Approximately 2844 households have been brought in so far with the new service between 2024 & 2025

- **Projects In Progress:**

White Mountain 130, Mid-town 149, Hansen Dr work started in Nov 2024

252 households turned up in this area

Nob Hill, 1st Street, White Mountain 134, Mid-town 134 work started in Jan / Feb 2025

876 households turned up in this area

Country Club, 701 Mechem, 100 Hull, 1230 Mechem, 1111 Sudderth work started in March 2025

1086 households turned up in this area.

- **Server Move to Horton** Systems MD has tentatively scheduled the move to take place over the weekend of June 13th – 15th. Andrew will help coordinate logistics for anything needed from the village side to move the main servers from Village Hall to the Horton Complex.
- **Expiration of support of Windows 10** IT has a list of all computers that can be upgraded from Windows 10 software to Windows 11. Several departments have placed orders to upgrade computers if possible -still ongoing.
- **Phone System** - Windstream - has begun the process of upgrading the phone system and installing new phones throughout the village. Departments have confirmed the # of phones for their locations and other setup issues. Working on setting an installation schedule for each department. Project should be completed by the end of June.
- **Phone Redundancy** Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.
- **Long Term Capital Replacement Calendar** Identify all major IT equipment and replacement schedule with funding. No change or progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	4.85	97	338.50	6770
Library	2.60	52	24.85	496.95
Village Hall	1.85	37	28.01	560.18

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
Starlite Road Emergency Repairs	Rymarc	Culvert installation in progress.
603 Mechem Housing	Homespot	Utilities are in progress.
High Loop Water System Improvements	J&H Services	Over 6500 linear feet completed
Tank Restoration Phase I	D&R Tank Company	Work on next tank in progress.
Upper Canyon Surface Diversion	Spartan	Vault should be placed next week

Broadband Expansion	Windstream Communications	Project Ongoing
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Project Progress Highlight: Starlite Road

Contractor: Rymarc
Engineer: Bohannon Huston

Project Budget: \$1,439,017.01
Project Cost to Date: \$501,931.57

Open Purchase Orders: \$937,085.44

Funding: \$1,439,017.01
(Legislative Appropriation 23-ZH5051-2 \$1,372,027.53 and General Fund \$66,989.48).

Estimated Completion Date: Mid-June



Procurement Activities:

Purchase Order Summary Report

May Count: 405	May Value: \$2,881,051.68
Issued YTD Count: 4,003	Total Value: \$59,974,844.38

RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant Services

Advertisement for RFP #2025-010P will start on 3/27/25. No Pre-Proposal will be held for this procurement. Proposals will be due on 4/24/25. Award and contract are anticipated to be on the 6/10/25 Council Agenda.

RFP #2025-012P Comprehensive Master Planning and Economic Analysis Services

Advertisements for RFP #2025-012P will start on 5/1/25. Pre-Proposal will be held on 5/15/25 @ 10:00 am. Proposals will be due on 6/26/25. Award and contract are anticipated to be on the 8/12/2025 Council Agenda.

RFP #2025-013P Air Service Operator for Sierra Blanca Regional Airport

Advertisements for RFP #2025-013P will start on 5/29/2025. Pre-Proposal will be held on 6/6/25 @ 10:00 am. Proposals will be due on 6/17/25. Award and contract are anticipated to be on the 7/8/25 Council Agenda.

FIRE

We've remained in Level II Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends.
Ruidoso area is 90



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

1. Charcoal briquets and outdoor burning stoves are prohibited on all public and private property.
2. UL/fm-approved gas and pellet cooking devices are permitted but must be attended at all times.
3. Smoking outdoors is prohibited on public and private property, except inside an enclosed vehicle or building, unless in areas specifically approved by the fire marshal.
4. Fireworks are strictly prohibited by state law.
5. Campfires are prohibited on all public and private property.
6. Operating a chainsaw or other equipment powered by an internal combustion engine is permitted only if equipped with a properly installed, maintained, and functional spark arrestor. Local fire stations are available for inspections if needed.
7. Welding or using acetylene or other open-flame torches as part of a profession (e.g., hot tar roofing, driveway sealing) is allowed with a valid permit issued by the fire marshal. **ALL PERMITS ARE SUSPENDED ON HIGH WIND, FIRE WATCH, OR RED FLAG DAYS.**
8. All issued fire pit permits are temporarily suspended until extreme drought conditions subside. Permit holders will be notified via email when restrictions are lifted, and fire conditions return to level I. Permits will remain valid until their original expiration dates.

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

**IF YOU HEAR THE OUTDOOR WARNING SIRENS:
TUNE INTO 1490AM OR VISIT WWW.RUIDOSO-NM.GOV/EMERGENCY-INFORMATION
IMMEDIATELY FOR FURTHER INSTRUCTIONS**

**Cade Hall, Fire Chief
Ruidoso Fire Department**

- There were 154 calls ran from April 1, 2025 - April 30, 2025. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted

through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.

- May 1st Attended Mayors agenda review. Had a meeting with Lincoln National Forest about them raising their restrictions to level 2.
- May 2nd Attended Pre Monsoon table top exercise, Meeting with LCEMS officials over training.
- May 3rd Participated in in the 4th annual Day of the book at the convention center for children reading program.
- May 5th conducted final planning meeting for the rising Phoenix exercise.
- May 5th-9th Officer Manager Sanchez was in NM Public Finance Level 2 class with NM Edge.
- May 6th Attended Council workshop and special council meeting presented council with Class A truck loan approval with NMFA.
- May 7th There was a Southeastern chiefs meeting held in Artesia, The Rising Phoenix exercise was conducted & Chief Hall left to Utah to attend the Iron Man being held in St. Goerge.
- May 8th Fire escorted the Warriors out of town for the State Championships, Ruidoso Fire assisted Smokey Bear Hotshots with pac tests for their seasonal employees.
- May 10th Chief Hall returned from Utah.
- May 8th-11th Fire personnel worked PDGA tournament being held in Ruidoso.
- May 12th Chief Hall, Chief Minner & EM Queller attended NM-PRC meeting @ the INN of The Mountain Gods and gave a presentation about the response and issues during the South Fork Incident. After Meeting Chief Hall & Queller left to St. Louis to pickup the new Command Trailer purchased by Emergency Management.
- May 13th Fire new hires attended council meeting and were recognized by the Council.
- May 14th Fire personnel washed the bleachers for the Ruidoso Schools for the annual Graduation Ceremonies.
- May 15th Attended Directors Meeting with Michael Martinez, Aspen Cash Motorcylce Rally started, the Lincoln Forest Renaissance Faire began. Attended capital projects meeting regarding warning siren system.
- May 16th Renaissance, Motorcylcle Rally continued and Jacks back Stage had a large concert fire personnel added to address all these events in town.
- May 17th Renaissance, Motorcylcle Rally continued. Additional fire personnel called in to address influx of people in town.
- May 18th Renaissance, Motorcylcle Rally continued. Ruidoso High School Graduation also required additional fire personnel to assist with traffic control in the area.
- May 19th Back up Generator was installed @ Station 3. Sierra Vista Primary School took a field trip to Station 2.
- May 20th Attended RMP meeting with the state forestry dept. regarding billing for assistance given for wildfires. New hires attended Sexual Harrasment training @ Village Hall.
- May 21st Back up Generator was installed @ station 2.
- May 22nd-26th Memorial Day weekend, Opening weekend @ the track Additional fire personnel called in to address the influx of people, traffic control and call volume during critical fire danger.
- May 23rd had a zoom meeting with Federal Signal siren company to figure out why the equipment hadn't arrived yet. Got confirmation on shipment date from Vice President.
- May 25th RPD and RFD had the annual Torch Run through town.
- May 26th-May 31st EM Queller gone attending Conference in Texas.

May Fire Marshal Report:

INSPECTIONS/INVESTIGATIONS:

- 13 fire inspections
- 4 Welding Permit Inspections
- 11 hot work permits issued

TRAINING:

- Each shift is conducting 3 hours of daily ISO training and 1 hour of physical fitness training.
- Attended Monsoon Functional Exercise
- Skywarn Weather training attended

OTHER:

- ESO software implementation underway
- Provided standby for Lincoln Forest Ren Fair
- Assisted with traffic control points for Memorial Day Weekend
- Risk Management meeting
- Crews washed bleachers for graduation

FORESTRY

Name:	Fiscal year	This Period
Forestry Current Activities Report	24/25	5/1/25-5/31/25
Item:		
Hazard Tree Removal:		
private property	102	13
village property	82	23
Public Service Visits, Insects/Disease/Misc	84	10
Permits issued for Tree Removal (20" plus)	17	2
Private Property Compliance:		
initial	584	24
final	741	55
acres completed	272.68	23.07
New Construction :		
initial Inspection and Fire Hazard Rating	2	
final Inspection and Approval	17	2
New Construction Permitting Fees :		
forestry	\$2,100	
solid waste	\$5,890.00	
Village property Treated:		
Cemeteries thinning completed.		
Moon mountain 73.1 acres complete		
Grindstone Lake 28.9 acres complete		28.9
Alto Tanks tree cleanup Complete. .5 acres		0.5
Water Treatment #3 cleanup 2 acres complete		2
Beech Right of way thinning awarded.		
San Juan Right of way thinning awarded.		

HUMAN RESOURCES

HR News

- 2 Full Time Employees hired in May:
 - Fire Department - Firefighter
 - Parks & Recreation – Recreation Programmer
- 7 Interns Hired in May for:
 - Emergency Management
 - Finance x2
 - Fire Department x2
 - Tourism
 - HR
- 29 Temporary Seasonals Hired for Pool & Wubit (Parking Lot & Concession Stand)
 - 3 Aquatic Managers
 - 10 Lifeguards, and
 - 16 Rec. Attendants
- 2 new employees are scheduled to start 6/16/25
 - Water Distribution – Maintenance Tech
 - 911-Telecommunications Officer
- In Background:
 - 911-Telecommunications Officer
 - PD-Non-Certified x2
- There are 23 open positions to fill

Other HR News

- The HR team completed a series of virtual training sessions for the different Neogov modules (Insight, Onboard, Learn, and E-forms).
- We have begun utilizing Learn to assign and schedule training to employees and employees will continue to see training assigned here.
- Along with representatives from HUB International, HR hosted Open Enrollment meetings for employees to go over benefits that the Village offers and assisted employees with in-person enrollments.
- The Summer Intern program kicked off. The 7 interns will have weekly meetings together to work on a group project. Additionally, they will have weekly “Lunch and Learns” in which different department directors will present information about working in their respective fields and in public service.
- In June, HR will complete updating employee deductions to reflect any changes to their Benefit elections and work on setting up for Annual Employee Evaluations going out in July.

Employee Committee News

- The Annual Employee Appreciation Picnic will be held on June 17, 2025.

Safety News and Upcoming Safety Training

- 05/02/2025 Risk Control Meeting held to look at accidents/injuries for the prior month.

- 05/07/2025 attended the Ruidoso Pre-Monsoon Season Functional Exercise for Emergency Management.
- 05/15/2025 Pre-Season Orientation held for Parks and Rec personnel.
- 05/16/2024 Defensive Driving (DDC) class was held with 3 employees.
- 05/16/2024 Accident Investigation and Backing class was held with 4 employees.
- 05/20-21/2025 In-Person Sexual Harassment Prevention and Workplace Bullying and Violence class given by NMML.
- Safety Inspections and walkthroughs were conducted for:
 - Village Hall 05/05/2025
 - RWWTP 05/05/2025
 - Solid Waste 05/05/2025
 - Street Department 05/06/2025
 - Airport 05/14/2025
 - Convention Center 05/20/2025
 - Wingfield House 05/14/2025
 - Library 05/14/2024
 - Fire Department 05/14/2025
 - Horton Complex 05/19/2025
 - Parks and Recreation 05/22/2025
 - Police Department 05/14/2025
 - Community Center 05/22/25
 - Water Distribution 04/22/2025
 - Water Production 04/28/2025
- The Safety Training Calendar is posted on the Health and Safety page of the VOR website.

LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the regular May Village Council Meeting.
- The Library Manager did an interview with Brooke Ilgen for the Ruidoso News.
- The Library Manager attended the Director Manager Meeting on May 15th.
- The Library Manager received a Summer Reading Donation of \$1,000 from Altrusa.
- The Library Manager attended Team Huddles at Village Hall.
- The Library Manager will continue to do housekeeping on our Integrated Library System.
- The Library Manager worked with Mountain Electric to get a data drop for our new Material Security Gates.
- The Library Manager attended the Special Council Meeting on May 16th.
- The Library Manager and Youth Services Librarian attended the Rising Phoenix Functional Emergency Management Exercise on May 8th.
- The Library Manager conducted one on one meetings with all staff members the last week of May.
- The Friends of the Library Board met on Wednesday, May 7th at 4 pm in the Library Conference Room, there were 10 attendees. Their next meeting will be Tuesday, July 1st at 4 pm in the Library Conference Room.
- The Ruidoso Public Library Advisory Board had their meeting on Tuesday, May 6th at 12 pm in the Library Conference Room. Their next meeting is September 3rd at 12 pm in the Library

Conference Room.

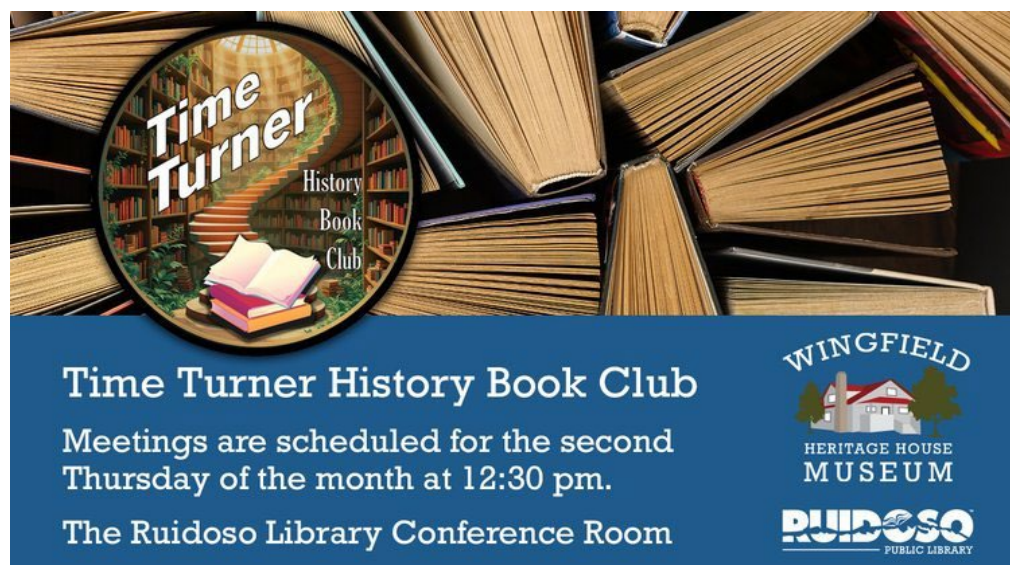
- The Library Supervisor finished her last Library Science Course and will work with the New Mexico State Library to get her Class I NM Library Certification for populations under 10,000.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- Library Staff attended the mandatory benefits enrollment meetings.
- Library Assistants attended the Sexual Harassment Training at the Convention Center on May 21st.
- Library representative attend the Employee Committee Meeting on May 21st.
- Library Staff attended weekly Safety Meetings at Village Hall.

Outreach Services:

- The Agency is working on the decals for the Outreach Van. .
- The Library Manager is working with Lincoln County partners to develop a book pick up and drop off schedule using the new transport van.
- The Library Manager attended the PIECE Coalition Meeting to hand out Summer Reading Brochures.
- The Youth Services Librarian was on Chamber Chat to talk about the Summer Reading Program.
- The Library conducted their DIA Celebration at the Convention Center on Saturday, May 3rd from 11 am to 3 pm. There were 350 attendees and many vendors that serve youth in our community.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, May 6th from 9 am to 12 pm. Their next monthly visit will be June 3rd.
- The Library has partnered with the Museum Manager for a History Book Club called Time Turners. They will meet the second Thursday of each month at 12:30 pm in the Library Conference Room.



- The Sierra Blanca Chapter of the Daughter of the American Revolution met on May 8th in the Library Conference Room. They had 7 attendees.

- The Library Hosted the DHSEM Group Grant Canyon for a meeting on May 20th.
- The Library Hosted the Friends of the Wingfield Heritage House Museum on Friday May 20th. Eight members attended.
- The Ruidoso Writers Group meets every two weeks on Tuesday afternoons. There was an average of 8 attendees per meeting. Their meetings in June will be the 10th and the 24th at 3 pm.
- The Library had testing for Flood Plain Manager on the morning of May 21st.
- The Library is hosting the Documentary Crew at the Library for the week beginning June 2nd.
- The Library is hosting the DHSEM for the month of June.
- Adult Summer Reading has begun.

Rules and Regulations

- Must be 18 years or older and a RPL card holder.
- Completed books must be documented on the Reading Log for the participating month. *July's log will be available on June 30th.
- Books need to have been read in the participating month.
- Earn one raffle ticket for each book read from the "Color Our World" booklist.



- Earn one raffle ticket for every two books read that are not on the "Color Our World" booklist.
- Show log to staff to claim raffle tickets at the circulation desk as books are completed.
- Earn one raffle ticket for each concert and/or adult program attended. *Raffle ticket must be claimed at the end of the event.
- Logs and raffle tickets will not be accepted or issued after the program has ended.



Visiting Artists Demos



Ruidosew Quilters
Monday, June 9th @ 1:00 pm
 Library Classroom
 The group will be presenting an introduction to quilt making techniques.



Alan Miner
Monday, June 16th @ 1:00 pm
 Library Outdoor Theatre
 Learn how a lump of clay is transformed into a piece of art!



- The Adult Summer Reading Program is a community art project set up across from the Adult Circulation Desk.



- Adult Services Displays for June:



- Ruidosew Quilt Displays



Art by Wendy Girven displayed behind the circulation desk.



- Planned for the Summer Music Series is Jennings and Keller on May 13th, MacKenzie on June 5th, Julia Cozby on June 19th, Cactus Sol on July 3rd and Last Nights News (Piper Adamian) on July 17th and The Moneyrakers on July 24th. The performances will be on the stage behind the library at 6 pm.

RUIDOSO PUBLIC LIBRARY

Summer Music Series

Save the Dates

- May 13 Jennings and Keller
- June 5th MacKenzie
- June 19th Julia Cozby
- July 3rd Cactus Sol
- July 17th Piper Adamian Last Nights News
- July 24th The Moneyrakers

Music Begin at 6 pm on the stage behind the library.

In case of inclement weather music will move indoors.

Bring the Family, snacks, chairs and blankets!

www.ruidosolibrary.org

Youth Services:

- Youth Service had 1 class mini tour for a 4th grade class with 25 attendees.
- Youth Services Library spoke about the Summer Reading Program on Chamber Chat on May 14th.
- Youth Services Summer Reading is here!



- Youth Services Displays:



Photo opportunity in Youth Services for Summer Reading. Feathers are colored by the children who have signed up for Summer Reading.



ON-GOING PROJECTS:

- Continuing to catalog and process adult and youth materials for placement on new shelf.
- Working on record database maintenance and clean up as well as member database

corrections and updates.

- Ongoing weeding and repair of library materials.
- Collection Development for Adult and Youth materials.
- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Increasing library outreach programming.
- Increasing library Adult programming.

STATISTICS:

- Library material checkouts were 2,971 and check ins were 2,731.
- Visitors total were .
- We issued a total of 62 new cards and updated 105 cards.
- Overdrive e-book checkouts were approximately 1224. We had approximately 16 new users. There were 432 holds for e-audios and 324 holds for e-books and we had 90 holds for print materials.
- Tumble books for children was used 65 times.
- Database usage from Catalog Page: El Portal 11; Pebble Go/Next 8; NM News Plus 6; Mango 6.
- Reference questions totaled 1,222 .
- Computer users totaled 235.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 459 times by 92 unique users.
- We added 136 material items.
- We had 15 Interlibrary Loan requests, and 15 books have been received.
- We had the Writer's Group Meet two times and had a total of 16 attendees.
- There were 1463 external catalog searches, 776 internal searches by 185 unique users.
- There were approximately 12,627 actions performed in our Biblionix Integrated Library Software.

PARKS AND RECREATION



Ruidoso Schools MOU

MAINTENANCE AND FINANCES

- Staff cleaned Parks and Restrooms, (33-man hours White Mtn.) **\$924.00 personnel.**
- Staff added dirt, added Crusher fines, striped fields, Seed Soccer Fields, Held the King of the Mountain Tournament, 138 teams, worked on irrigation, 160-man hours.

Total Supplies	\$2500.00
Water -5/15/25	
Gavilan Water Bill	\$1001.47
White Mountain Water Bill	\$14386.66
White Mountain Electric Bill-February	\$492.03
Personnel	\$5,404.00

\$23,784.16



Photo Courtesy Mark Stambaugh

199

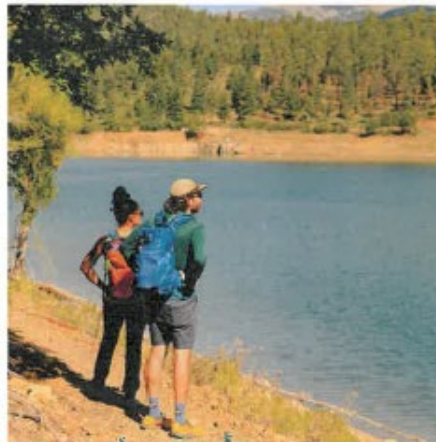
TOTAL HOURS



Parks and Facilities

PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1416-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 32-man hours.
- Staff is prepping the pool, 256-man hours.
- Staff worked on athletic fields, 240-man hours.
- Staff moved docks, 8-man hours.
- Staff mowed and weed eaten parks, 40-man hours.



1992

TOTAL HOURS

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee Meeting was held in May at Village Hall.
- Park staff removed graffiti, stickers and picked up trash, 32-man hours.
- Keep Ruidoso Beautiful held several Youth Employment Events, picking up trash, raking parks and cleaning flood debris.



Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- Rec Staff attended the library's "Día de Los Niños" and set up an interactive booth with games and information.
- Rec Staff contributed and set up movie viewing equipment at the High School Gym for Prep Rally celebrations.
- Spring Soccer wrapped up the season with Championship Games Saturday May 10th.
- Rec Staff assisted XTERRA photographer Reese Parkinson with marketing photography sessions at Grindstone Lake.
- Rec Staff provided bus transportation for Disc Golf players over the weekend for 2025 Tim Selinske United States Masters Championships May 8th - 11th.
- Rec Staff is finalizing itinerary details and prepping for the 2025 "Rec your Summer" Wilderness Camp held in mid-June.
- Rec Staff assisted with Renaissance Faire set-up at Wingfield Park.
- Rec Staff assisted in equipment preparations for the Special Olympics Torch Run held at Country Club Park on May 25th.
- Midtown Market vendor registrations have closed and reached capacity with 65+ vendors for the season starting June 7th.
- Preparations and setup are underway for the first "Under the Mountain Sky" concert series starting May 30th at Wingfield Park.
- Rec Staff assisted in equipment preparations for the "Mescalero Days" Special Event at Country Club Park held May 31st.



Public Pool Update

- The Swimming Pool opened as scheduled on May 24th at 11:00AM.
- The facility is organized, cleaned and ready to be used for the summer season.
- We have reached full capacity at the swimming pool daily since it opened.
- Next Pest control Treatment / Application is scheduled for June 2025.
- We passed the New Mexico State (NMRLD) for the Pool Slide and NMED inspection (Swimming Pool Inspection) without any problems.
- A new chemical controller was installed and is up and running.
- All Pool pumps and impellers are running as expected. Individual test runs were completed before the pool opened to the public.
- Both pools and the pool deck received a new coat of fresh paint.
- The climbing wall is back up and is used every day.



Community Center

STAFF AND UPDATES

- The Ruidoso Community Center has been picking up the pace as the warm summer season arrives. Classes are overbooked at times and meal attendance has been rising. Dining room rentals for the weekends have also seen a rise in numbers hosting everything from birthday parties, family reunions, baby showers, etc. The low-cost rental fees allow for anyone to be able to afford a small event for their child to enjoy a memorable time for a birthday party with their friends. The center is a place for all to enjoy as there are many activities to attend for many to maintain their health and well-being and to remain active in the community.
- Clogging lessons continue on at the center ranging from beginners to intermediate or just a day to get exercise following along with other cloggers. Beginners clogging is on Mondays at 5:30pm and Wednesdays at 2:30pm. Intermediate cloggers can join in on Tuesdays from 4:00pm to 6:00pm while advanced learner's class is on Thursdays at 4:00pm. Shirley Donaldson has been a teacher for many years, and she is able to teach anyone to clog. She also does performances in the surrounding areas where her students amazingly show off their skills. Ruidoso Cloggers recently did a performance at the 2025 annual Retired and Senior Volunteer banquet which was some great entertainment for the event.
- The Community Center offers free exercise equipment for anyone in the area. There are no membership fees, but a small donation can be dropped off in the donation box. Exercise equipment consists of cardio items such as treadmills, ellipticals, stationary bicycles, etc. There is also weight-lifting equipment for those who like to maintain a great physique. Equipment is well maintained by staff and cleaned thoroughly throughout the day to maintain a sanitized work out experience for the user.
- The Ruidoso Community Center strives to meet all the needs of the locals and visitors and focuses as a way to give back to the community by the Village of Ruidoso to make everyone's life enjoyable while they are in the area.



Staff Members



Weekly Activities



Community Center

Retired and Senior Volunteer Program

- The Village of Ruidoso RSVP Program continues to grow each month with so many amazing volunteers who love to be here to help and serve the community.
- For the month of May: The RSVP Coordinator, Amber Wood spent time getting last month's Banquet gifts out to any of the RSVP volunteers that were not able to attend. Volunteer site visits were made to each of the volunteer stations around Lincoln County to deliver appreciation gifts, and to check on the volunteers and their locations. The Food 4 Kids Backpack Program was one she was able to spend more time at than usual at this month to help pack food bags for all of the students around the Ruidoso/Alto/Hosede/Mescalero/Carrizozo/Ruidoso Downs area schools. There were a total of 466 food bags packed and delivered just for one week. The year-to-date total is 16,159 food bags packed for children.
- The RSVP volunteer stations have been getting more and more help with all of our seasonal volunteers coming back into town for the summer.
- Volunteers with the most contributed hours this past month were:
 *Carol Pienick- 80.00 & Paul Eckman- 55.00- Both volunteer with the Capitan Library
 *And the Capitan Library 1st for the Volunteer Station with the most hours coming in with 518.00 hours served. Coming in second, is the Ruidoso Community Center with 328.00 hours served.
- Retired and Senior Volunteer Program Staff are excited for all of the summer months ahead. The program looks forward to all of the out of town visitors, and the summer RSVP volunteers that return to play in our nature's playground. ☺



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Volunteers

2,088

Volunteer Hours



POLICE DEPARTMENT

Dispatch all calls for service

Total Calls for Service- 1,571

Total Positions Available- 11

Total Positions Vacant- 3

Positions Hired this month-1-starts 6/16/2025

Total Applications this month – 0

Patrol Division calls for service

Total Calls for Service- 846

Total Arrests made- 30

Total Citations Issued- 38

Total Reports taken- 81

Special Operations Conducted- 1

Total Positions Available- 20

Total Position Vacant- 6

Positions Hired this month- 0

Total Applications this month –6

ACO/Code Enforcement calls for service

Total Calls for Service- 188

Citations Issued- 0

Special Operations Conducted- 1 Field Training Kelley

Reports Taken- 1

Total Positions Available- 3

Total Position Vacant- 0

Positions Hired this month- 0

Total Applications this month – NA

Criminal Investigations Division

Total Calls for Service- 11

New Cases Received- 7

Pending Cases- 14

MCU Callouts – 0

Special Operations Conducted- 0

Backgrounds – 2

Total Positions Available- 4

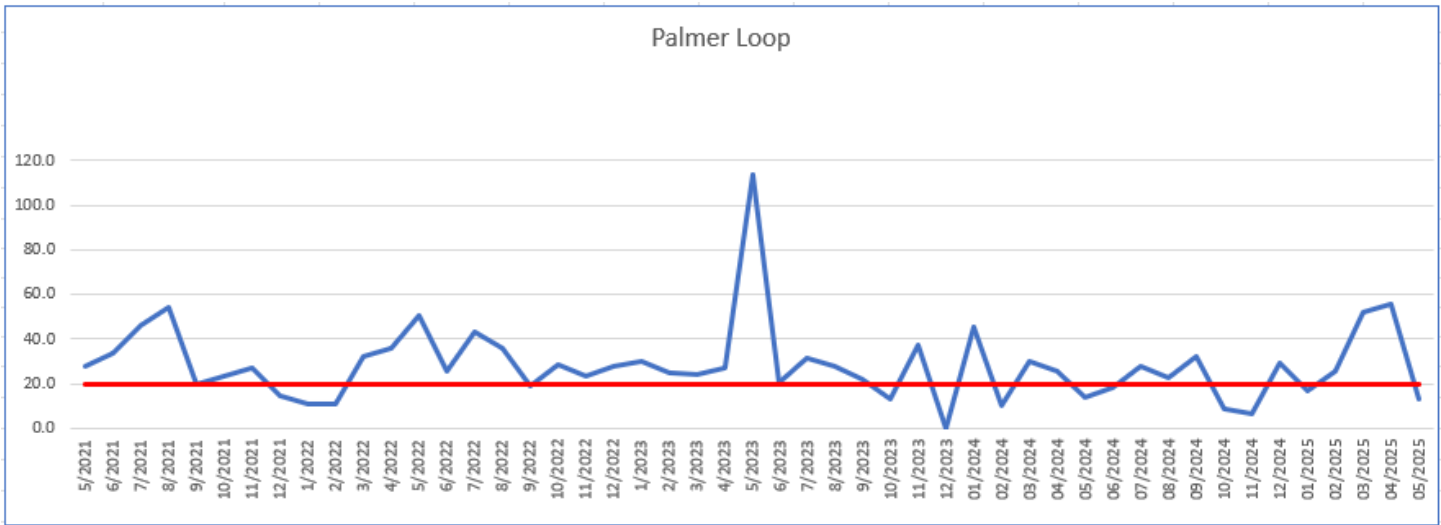
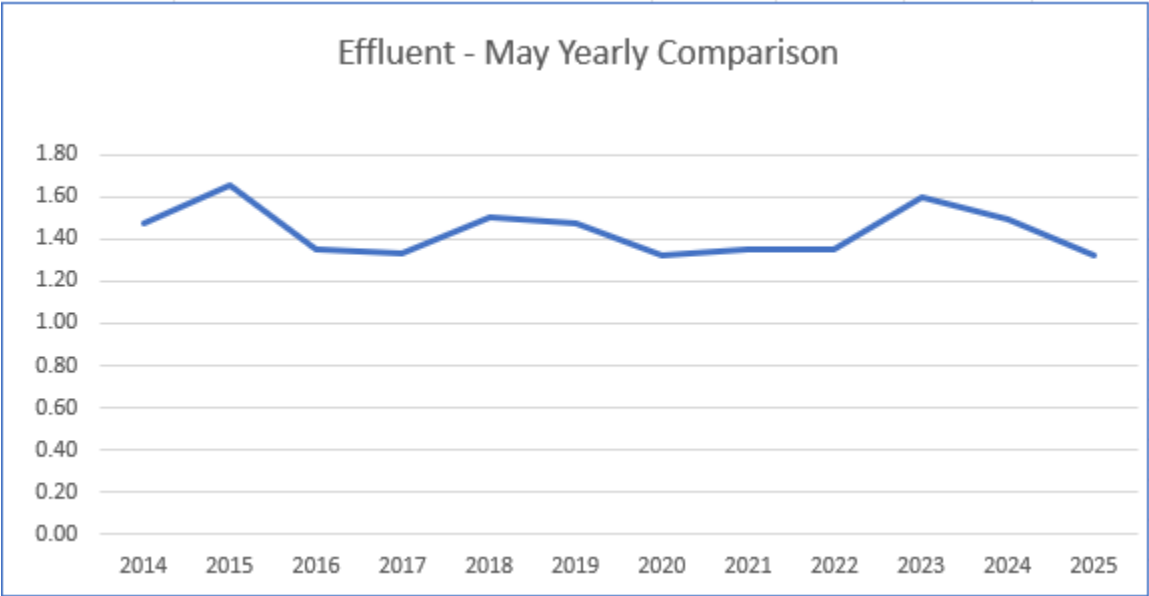
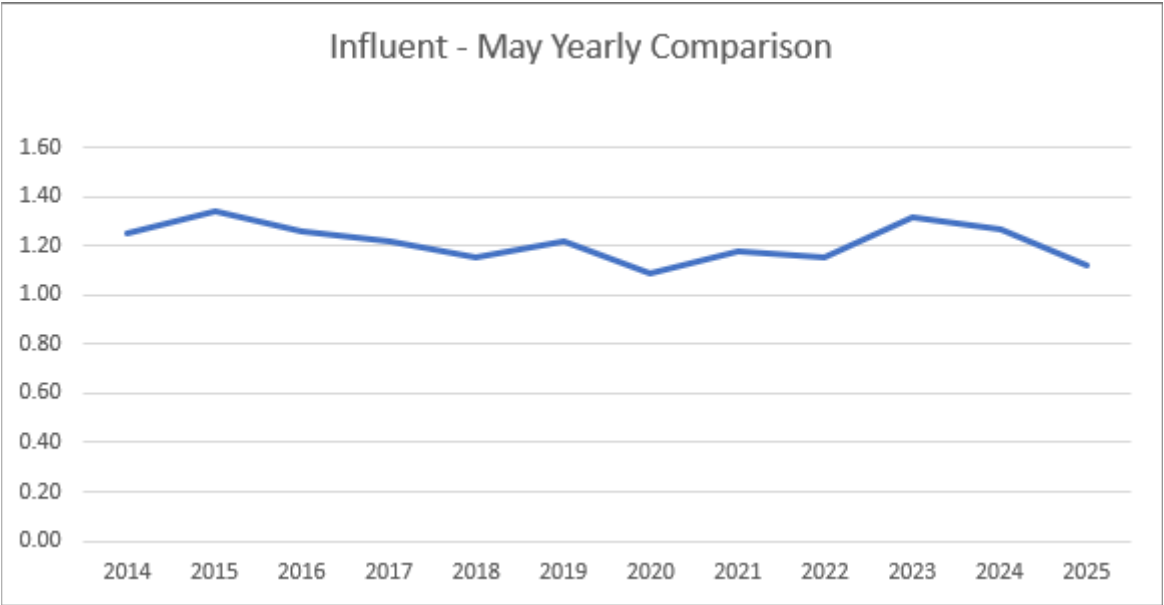
Position Vacant- 1-Narcotics

Positions Hired this month- 0

Total Applications this month-0

REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY										
MONTHLY RECORD FOR INFLUENT AND EFFLUENT										
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
05/01/25	Thu	1.20	17.5	7.04				N/A		
05/02/25	Fri	1.29	17.3	7.24				N/A		
05/03/25	Sat	1.24	17.7	7.09				N/A		
05/04/25	Sun	1.32	17.6	7.12				N/A		
05/05/25	Mon	1.34	18.0	7.04				N/A		
05/06/25	Tues	1.23	17.7	7.08			3.5	N/A		
05/07/25	Wed	1.14	17.7	7.32	1.03	1.03		N/A	259.8	166.7
05/08/25	Thu	1.17	17.8	7.19				N/A	VSS 218.9	pH 7.56
05/09/25	Fri	1.11	17.7	7.26				N/A	VOL.84.3%	TEMP. 11.3
05/10/25	Sat	1.19	17.9	7.29	1.03	1.03	3.5	N/A	99.6	99.4
05/11/25	Sun	1.26	18.0	7.32				N/A	%removal	%removal
05/12/25	Mon	1.37	18.3	7.31				N/A		
05/13/25	Tues	1.23	18.4	7.47				N/A		
05/14/25	Wed	1.20	18.3	7.49				0		
05/15/25	Thu	1.30	18.3	7.31				N/A		
05/16/25	Fri	1.29	18.4	7.21				N/A		
05/17/25	Sat	1.29	18.5	7.21				N/A		
05/18/25	Sun	1.39	18.6	7.26				N/A		
05/19/25	Mon	1.32	18.6	7.25				N/A		
05/20/25	Tues	1.26	18.9	7.32			8.0	N/A		
05/21/25	Wed	1.16	18.8	7.21	1.93	1.00		N/A	273.1	164.2
05/22/25	Thu	1.29	19.3	7.21				N/A	VSS 244.2	pH 7.49
05/23/25	Fri	1.26	19.0	7.16				N/A	VOL.89.4%	TEMP. 14.2
05/24/25	Sat	1.55	19.0	7.14	1.93	1.00	8.0	N/A	99.3	99.4
05/25/25	Sun	1.66	19.4	7.11				N/A	%removal	%removal
05/26/25	Mon	1.71	19.5	7.11				N/A		
05/27/25	Tues	1.56	19.6	7.15				N/A		
05/28/25	Wed	1.35	19.8	7.14				N/A		
05/29/25	Thur	1.37	19.9	7.11				N/A		
05/30/25	Fri	1.37	20.0	7.19				N/A		
05/31/25	Sat	1.48	20.1	7.23				N/A		
MONTHLY AVG.		1.32			1.48	1.02	5.75			



SOLID WASTE

- The department is down one CDL Truck Driver, and a Mechanic.

- Grapple pick up has really picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.
- We only have 2 to 3 grapple drivers running full time. We are having to pull grapple drivers to run other routes including refuse and transport.
- We are still getting some illegal dumping. People are still cleaning out their homes of flood debris and others are remodeling damaged property. Constant green waste (and other junk) illegal dumping on Willie Horton between Hull and Gavilan.
- No bid openings.

STREETS

- **Trimming :**
 - Brush/ Tree Trimming: stump removal :
- **Speed Limit, Street Name & Safety Signs:** (“One Call” Marking – Installation - Repair)
 - Signs: Skyview, East View/Canyon, Hull/Royal, Meander, Mountain Breeze/Joe
 - Graffiti:
 - Mirror: Windsor
- **Road & Right of Way Maintenance:** (Motor Grader - Backhoe Dirt Work)
 - Haul Dirt/ Aggregates/Cold Mix/Millings: Foothill,
 - Jersey Barrier/Orange Barricades:
 - Cut Road In:
 - Shoulder Work/Pick up Debris:
 - Road Repair/Maintenance: King Richard, Foothill,
 - Install Speed Humps:
 - Flood Watch/Debris Removal/Clean Roads:
- **Drainage Issues:** (Ditch Cleaning – Culvert Maintenance – Berm Construction)
 - Clean Ditches/Culverts/Debris Dams: University, King Richard, Alhambra, Alpine Village, Bonanza, Mont Blanc, Wimbledon, Winchester
 - Drainage/Wash Outs:
 - Repair / Install Berm/Swale/Install Culvert: Alpine Village, Wimbledon
 - Clean/Repair/ Drop Inlet/Debris Dam: Village wide
 - Pick Up Culverts:
- **Utility Cuts:** ((Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)
 - Haul Millings:
 - Fix Sunken Street Cuts:
 - Street Cuts: Schlotzsky’s Parking Lot, Rainbow/Mechem, Alhambra
 - Cold Mix fills: Davis/Yellow Pine,
- **Sweeping Streets:**
 - Swept: Sudderth, Barcus, Rainbow, Walnut, Reese, Service
- **Blade Work / Blade Patching:** Repairing Dirt Roads/ Hot Mix Patching
 - Blade Work/Gravel/Base Course/Millings: Foothill,
 - Blade Patching:
 - Driveway Apron/Driveway Plow Damage :
 - Cold Mix/Millings on Road:
 - Making Cold Mix: Cold Mix Made
 - Road/Parking Lot Prep/Repair:
- **Pot Hole Patching:**
 - Sandia, Sequoia, Tonto, Coconino, Angeles, Brady, Ponderosa
- **COOP Project: Innsbrook**
 - Pave: Metz
 - Clean Ditches: Metz

- Street Cuts: Innsbrook, Riley Cove
- **COOP Project: Flume Canyon**
 - Clean Ditches: Wimbleton, Winchester
 - Install Culvert: King Richard, Wimbleton
 - Clean Culverts: King Richard, Flume Canyon,
- **MAP Project:**
 - Clean Culverts: Bonanza
- **Snow/Ice/Plowing**
 - Plow/Salt:
- **Assisting Other V.O.R. Departments/ Entities:**
 - Water Truck @ Race Track : Dust Control
 - Traffic Control Barriers/Cones:
 - Animal Control: Pick up Horse
- **Over the Street Banners:**
 - Bed Race
 -
- **Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair:**
 - Repair/Install/Reflectors/Delineators:
 - Install Bollards:
 - Install Flashing Lights:
 - Guardrail Maintenance:
 - Cones/Barricades:
 - Bridge Crossing Repair:
- **Paving/Chip Sealing/Fog Seal:**
 - Pave: Barcus, Sarah
 - Chip Seal:
 - Fog Seal:
- **Stripe Public Parking Lots & Streets & Curbs**
 - Curbs: All of Sudderth
 - Stripe: various village streets
 - Prep Paint Truck:
- **Street Department News:**
 - Maintenance work on Hot Plant
 - New Asphalt Oil Tank Connection Process
 - Get Painter installed on Truck
 - Clean & Maintenance Equip. & Trucks
 - Maintenance Worker I : Open
- **Driveway Permits:**
 - Driveway Permits:
 - Red Tag Driveways: Joe Street,
- **General Street Repair and Drainage Work Orders:** The goal is to keep these issues moving in a timely manner

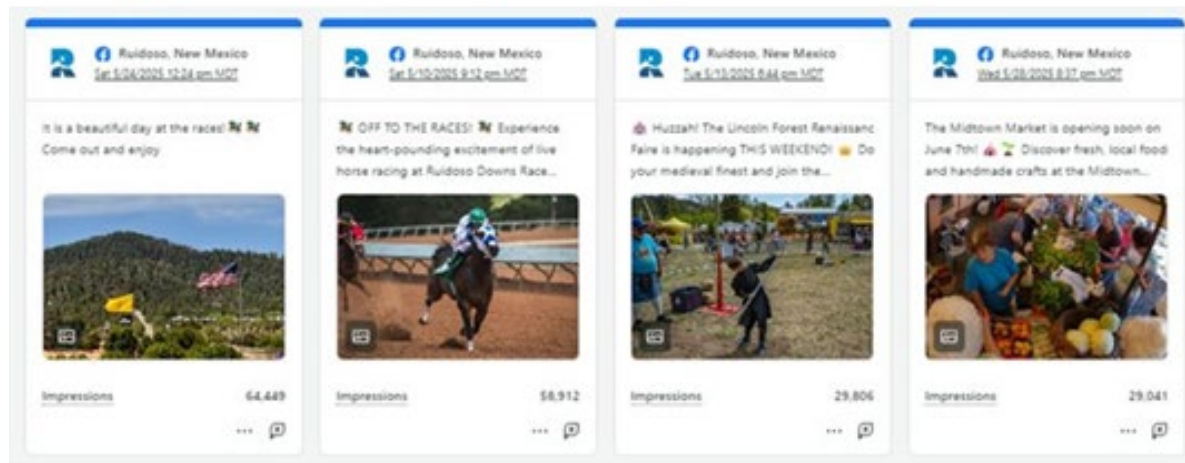
Future / Ongoing: Assignments and Projects are as follows:

Project #	Project	Type of	Completion	
& Location: Status:	Funds:	Fund Recv'd.:	Deadline:	Current

COOP 23-24	<p>Application to be submitted 2/14/23</p> <p>To council</p> <p>Asking</p> <p>25% \$76,212.00</p> <p>75%\$228,636.00</p> <p>Total=\$304,848.00</p>	<p>Received:</p> <p>\$257,077</p> <p>VOR 25%</p> <p>\$64,269</p> <p>NMDOT 75%</p> <p>\$192,808</p>	<p>12/31/2024</p> <p>12/31/2025</p>	<p>Resolution to council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension.</p>
MAP 2025	<p>Application to submitted 2/16/24 to Council</p> <p>Asking</p> <p>25%\$94,491.25</p> <p>75%\$283,473.75</p> <p>Total=\$377,965</p>	<p>Received:</p> <p>\$377,965</p> <p>VOR 25%</p> <p>\$94,491</p> <p>NMDOT 75%</p> <p>\$283,474</p>	<p>6/30/2026</p>	<p>Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding</p>
COOP 2025	<p>Application to be submitted 2/16/24</p> <p>To council</p> <p>Asking:</p> <p>25% \$83,591.25</p> <p>75% \$250,773.75</p> <p>Total=\$334,365.00</p>	<p>Received:</p> <p>\$334,365.00</p> <p>VOR 25%</p> <p>\$83,591</p> <p>NMDOT 75%</p> <p>\$250,774</p>	<p>12/31/2025</p>	<p>Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding</p>
COOP 2026	<p>Application to be submitted 2/16/25</p>			<p>Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT</p>
MAP 2026	<p>Application to be submitted 2/16/25</p>			<p>Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT.</p>

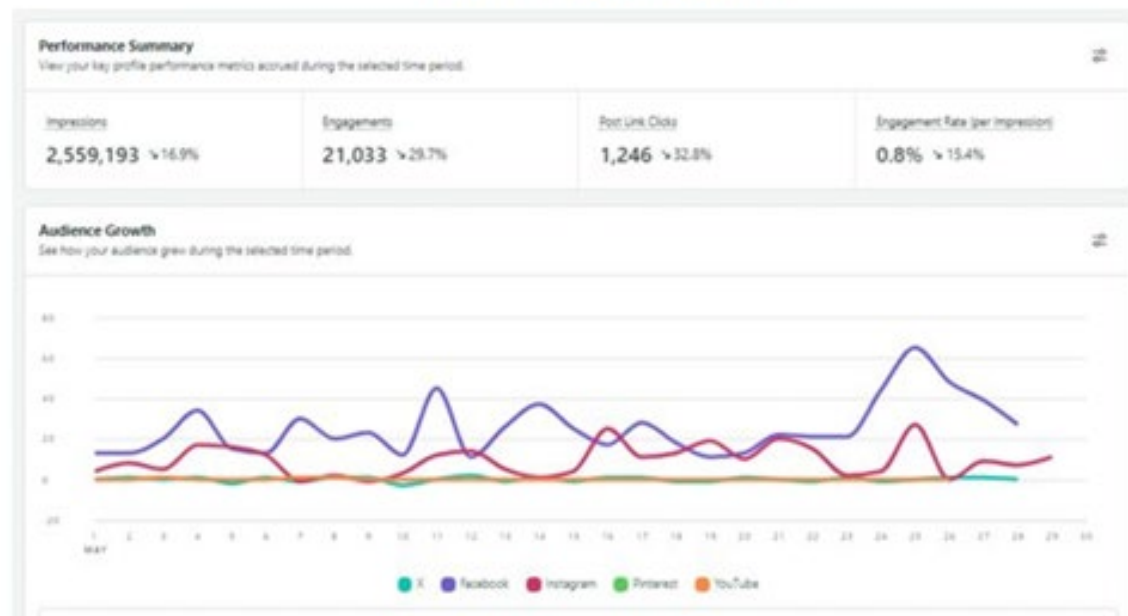
TOURISM - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in May in terms of impressions:



SOCIAL OVERVIEW: MAY 2025

Tourism Social Sites



IMPRESSIONS: MAY 2025

Tourism Social Sites



ENGAGEMENT: MAY 2025

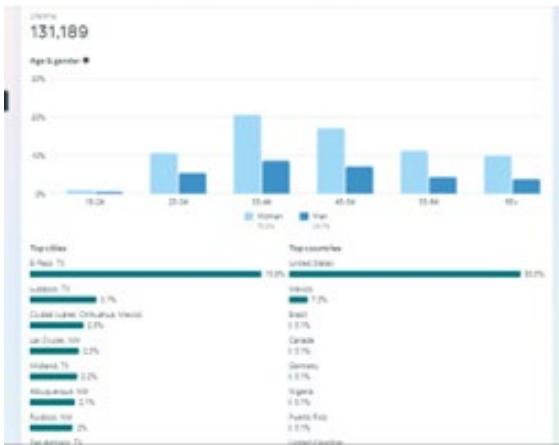
Tourism Social Sites



TOURISM AUDIENCES

Audience demographics of the followers on Tourism social

Facebook page

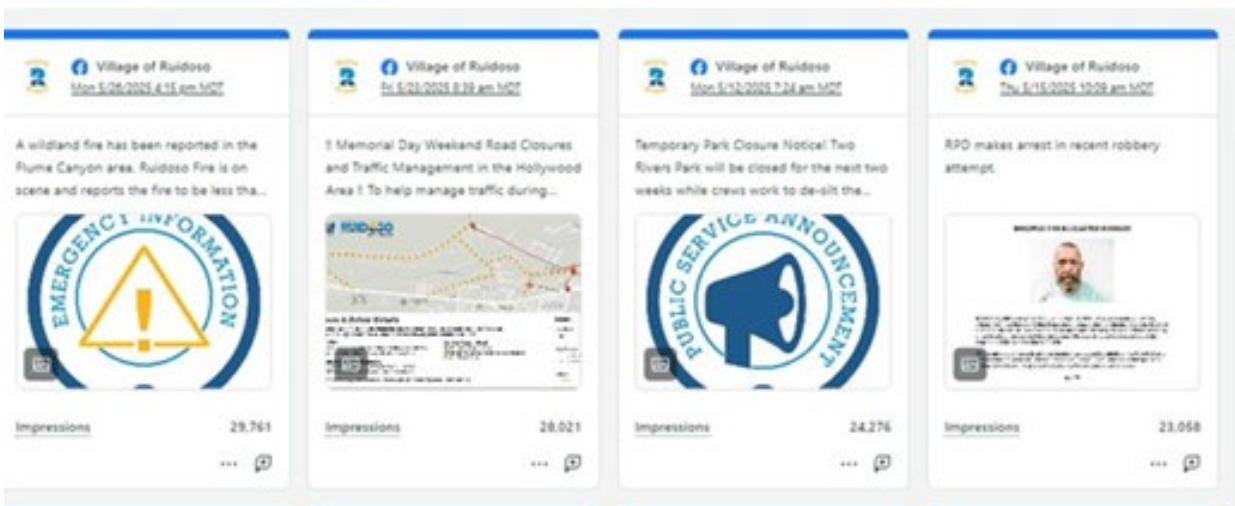


Instagram page



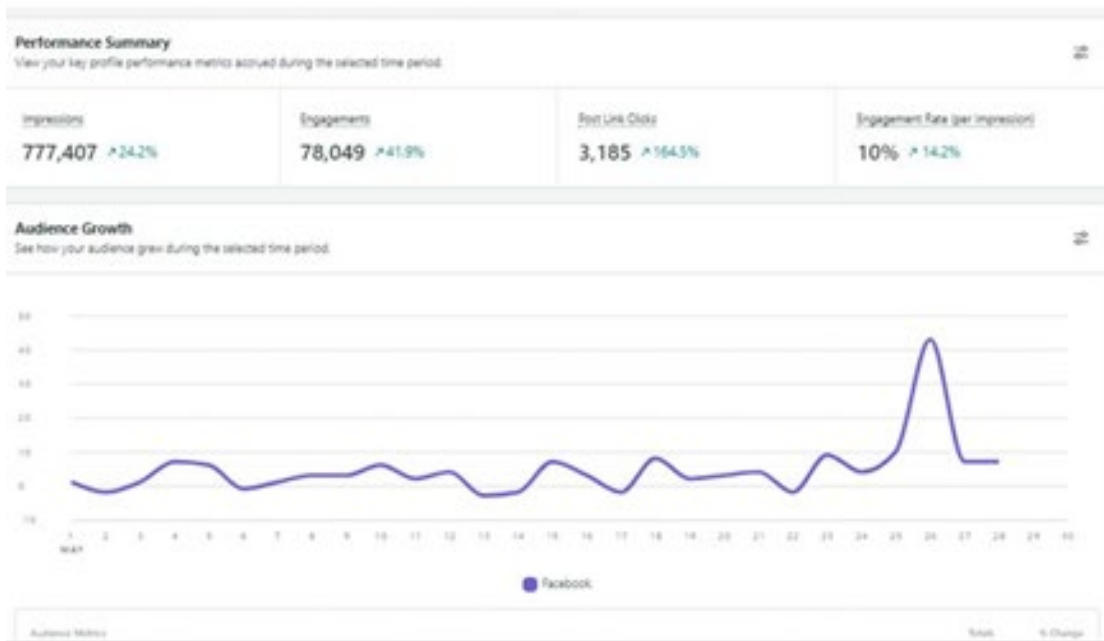
MUNICIPAL - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in May in terms of impressions:



SOCIAL OVERVIEW: MAY 2025

Municipal Social Sites



MUNICIPAL AUDIENCE

Audience demographics of the 59,779 followers on the Municipal Facebook page:

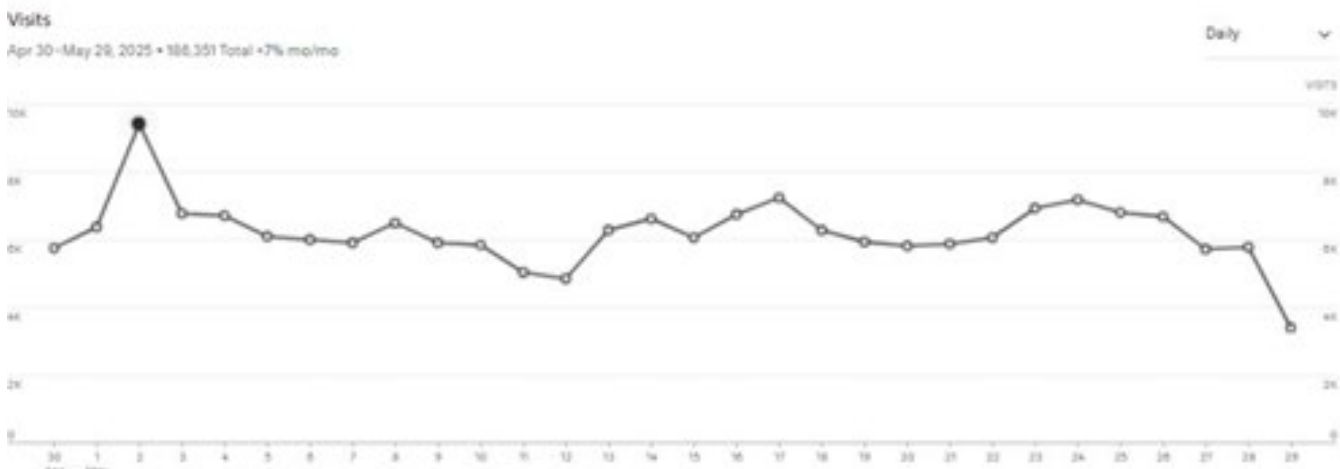


WEBSITE –TRANSLATION TOOL

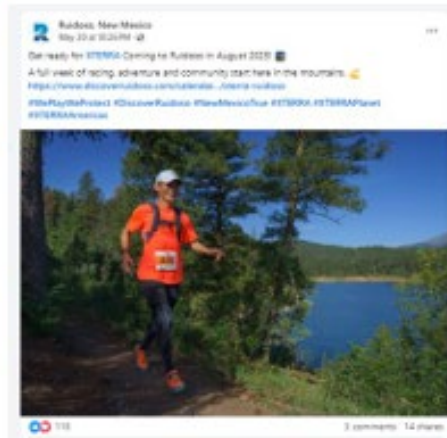


The Tourism website had 428 translation requests by visitors during the month of May. In total, the tool has been used 7,294 times in the past 12 months.

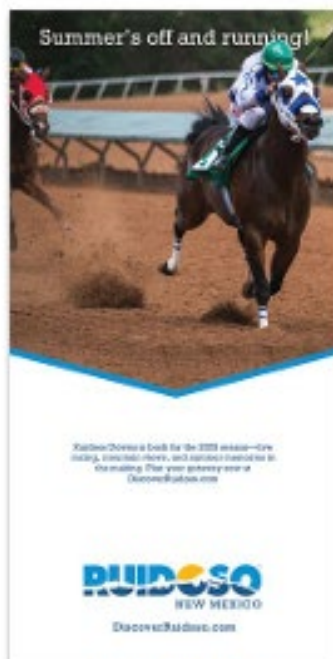
WEBSITE ANALYTICS TOURISM: MAY



MAY SOCIAL MEDIA



MAY PRINT



Ruidoso News

MAY DIGITAL



Ski New Mexico



Ruidoso News



Military – Ft. Bliss & HAFB



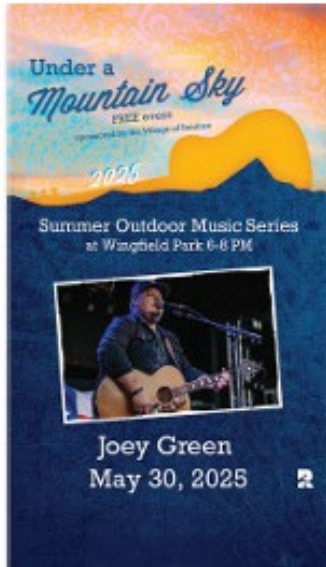
Go-NewMexico

MAY BILLBOARDS

Our digital billboards are running in El Paso & Albuquerque.



MAY EVENTS



The 2025 Lincoln Forest Renaissance Faire was an overall success, with 117 diverse artisans, food trucks, and merchants. While ticket sales alone don't reflect total numbers due to complimentary entry for children, volunteers, vendors, and entertainers, the data shows a 25% increase in visitors to Midtown and an 18% increase at Wingfield Park compared to 2024. OSO estimates over 7,000 people joined in for the festivities!

UPCOMING EVENTS



PR: MAY 1-31, 2025



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

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

PR: MAY 1-31, 2025

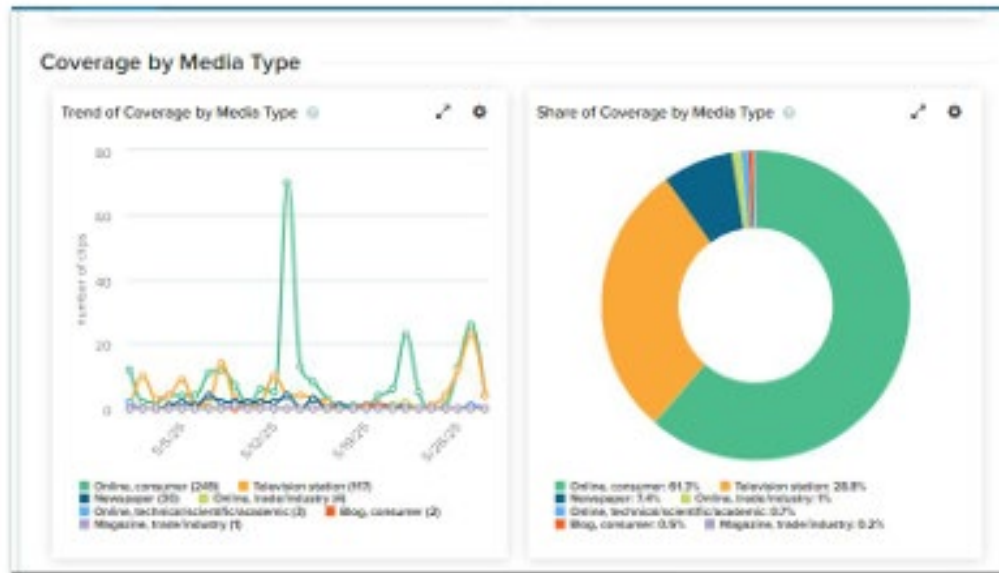


Total Mentions: Distribution of clips over time. Each clip counts as one mention

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

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

PR: MAY 1-31, 2025



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

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

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 was announced on 5/23. We received a \$920,913 media buy for our FY25/26 marketing.

It is a 2:1 match, so the VOR's share is \$306,971 and the NMTD matches that with a \$613,942 contribution.

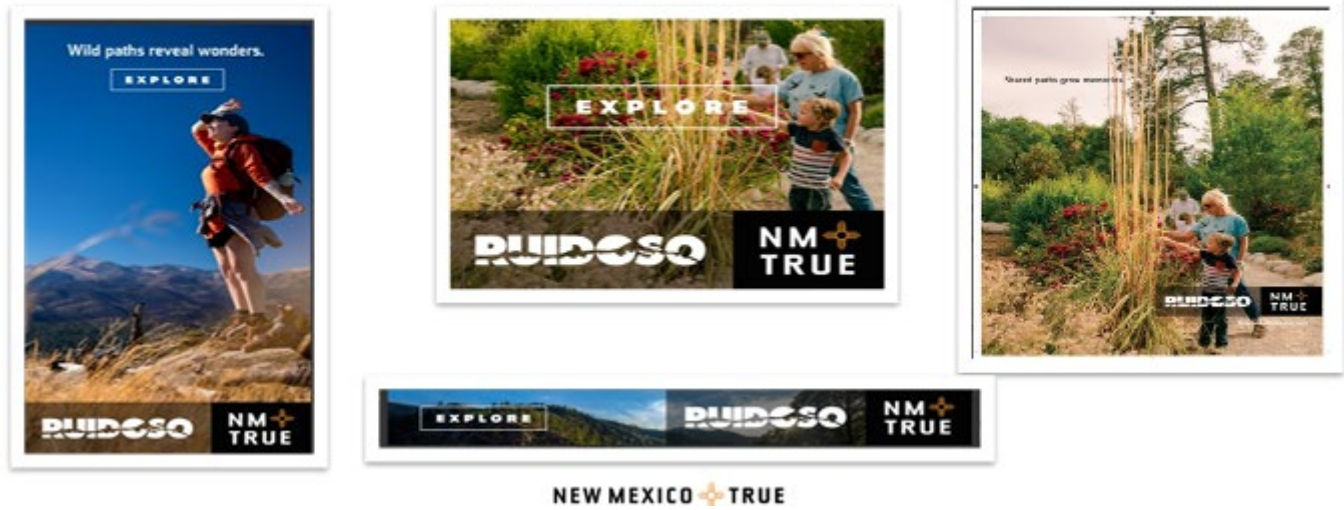
FY26 NMTD Co-operative Marketing Program						
Organization Name:	Village of Rudock					
Primary Contact:	Renee Greenwald					
Email:	reneeg@villageofrudock.com					
Phone:	817.219.4639					

AWARD SUMMARY						
Type	#	Total \$ Value	NMTD \$	Partner \$ Committed	Partner \$ Due 6/30/25	Partner \$ Due 12/31/25
MWP	23	\$920,913.00	\$413,942.00	\$306,971.00	\$199,265.00	\$147,686.00
PUBX	0	\$0.00	\$0.00	\$0.00	N/A	N/A
Total	23	\$920,913.00	\$413,942.00	\$306,971.00	\$199,265.00	\$147,686.00

Initiative	Details	#	Total \$ Value	NMTD \$	Partner \$ Committed	Partner \$ Due 6/30/25	Partner \$ Due 12/31/25
MWP AWARD							
Video Production	Details	2	\$14,800.00	\$13,200.00	\$11,600.00	\$11,600.00	\$0.00
Micro-Influencer Seasonal Destination Program + Influencer Content Amplification	Details	2	\$60,800.00	\$40,400.00	\$20,200.00	\$10,100.00	\$10,100.00
Managed Search (Minimum 2 Opt-ins)	Details	4	\$62,400.00	\$41,600.00	\$20,800.00	\$10,400.00	\$10,400.00
Red Cross PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, New Traveler Intent Ads, Rich Media, Sponsored Content, YouTube, CTV	Details	3	\$479,790.00	\$319,860.00	\$199,900.00	\$79,900.00	\$79,900.00
Media PACKAGE (Awareness): Meta (FB & IG) Video, YouTube, Rich Media Video, In-Banner Video	Details	1	\$72,000.00	\$48,000.00	\$24,000.00	\$12,000.00	\$12,000.00
West Texas Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
Dallas Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
New Mexico True Adventure Guide - 2 Page Spread + Digital	Details	1	\$27,387.00	\$18,258.00	\$9,129.00	\$4,564.50	\$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	2	\$29,640.00	\$19,760.00	\$9,880.00	\$4,940.00	\$4,940.00
Texas Monthly Print Ad (Full Page) + Digital & E-newsletter	Details	2	\$36,910.00	\$24,606.00	\$12,303.00	\$6,151.50	\$6,151.50
Dallas - 0 Magazine Print Ads (3X, Full Page) + Advertiser & Bonus E-newsletter	Details	2	\$36,576.00	\$24,384.00	\$12,192.00	\$6,096.00	\$6,096.00

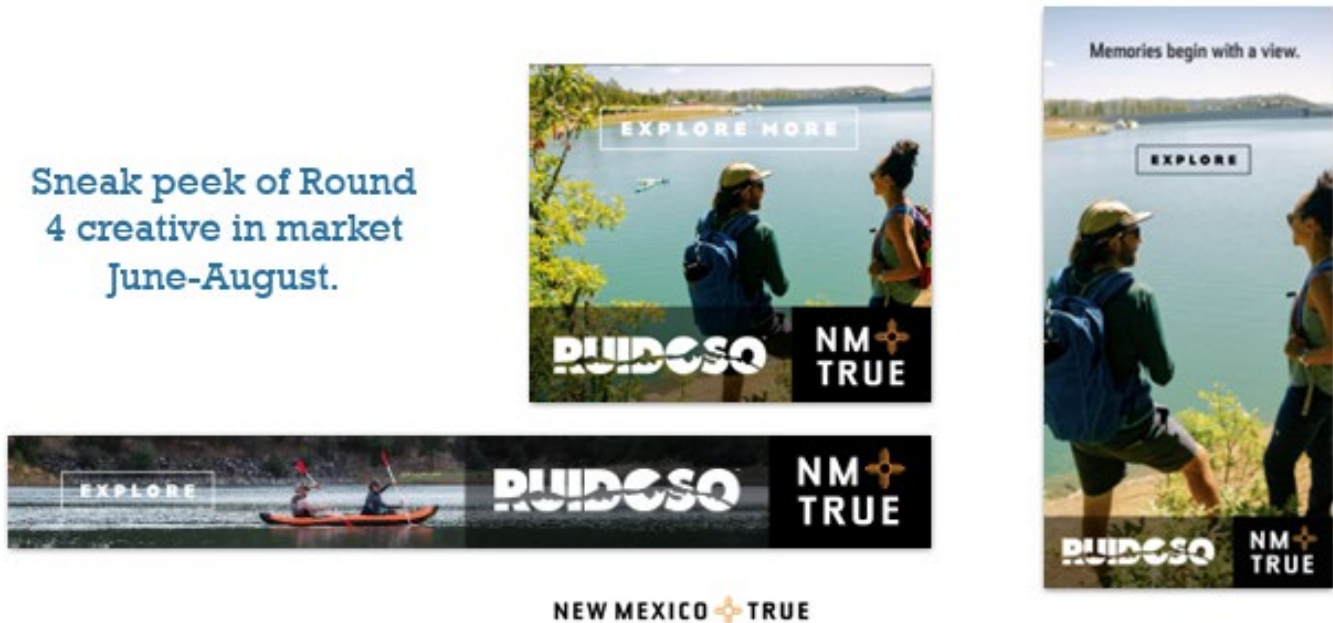
NMTD CO-OP PROGRAM FY25

The 3rd round of FY25 creative was in-market in May.



NMTD CO-OP PROGRAM FY25

Sneak peek of Round 4 creative in market
June-August.



WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Meter Readers completed

222 – work orders

187 – Leaks

70 – shutoffs

Water crew repaired

5 – ¾" service lines

6 – 6" lines

5 – 2" pvc

2 – 2" galvanized

Sewer crew

Rodded feet-2150

100 feet- Service lines

2050 feet- Main lines

Blockages- 6

Customer-3

VOR-3

Repairs-5

Lines-5

WATER PRODUCTION

Top priorities for Water Production – Tank Restoration Phase 1, Alto Lake Dam Analysis Evaluation and Design, and Upper Canyon Diversion Project.

- **Eagle Creek Diversion** – Diverting – **0 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **3.14 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation** – **6878.5 – 41.07' (from spillway)**.
- **Alto/Grindstone Interconnect** – **150 gpm** (shut down 2 filters at plant 4).
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan, Fault, and Brown Well.
- **Alto East Tank** – Is offline and D&R Tank removed old roof and rafters.
- **Back Wash Tank** – **23.2' / 23' (Overflow)**
- **Little D Tank** – **28.2' / 32.0' (Overflow)**
- **Country Club Tank** – **31.8' / 23' (Overflow)**
- **Grindstone Lake Temp** – **48.3°F**.
- **The Water Production Department** – We hosted the Sanitary Survey Training for NMED on May 13th-16th and there were a lot of positive comments on the VOR water system and staff.
- **2024 Consumers Confidence Report** – 2024 CCR was completed and should be in the mail within two weeks, it will also be posted on the VOR website.
- **Updating the Source Water Protection Plan** – Received the rough draft of the updated SWPP.

- Grindstone Tank level (3 million) = **47.81' / 51.9' (Overflow)** (5/25/25).
- Raw Water - **328,000 gallons** (5/25/25).
- Water produced - **297,000 gallons** (5/25/25).
- Completed monthly fire extinguisher inspections at plant 4 on 5/25.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 14.7%.
- Generator test (without load) is every Wednesday at 9:00 a.m. (SCADA alarms when generator starts and shuts down).
- Generator test (with load) is once a month on the first at 9:00 a.m.
- Repairing the Absorption clarifier in filter 3.
- Relocating and replumbing the chemical feed pumps for filters 1&2.
- Installed a new raw water station with a sc200, Ph/temp analyzer and a TU 5300 turbidity meter.

Plant #3

- West Alto Tank level (5 million each) = **52.7' / 57.8' (Overflow)** (5/25/25).
- East Alto Tank level (5 million each) = Drained for rehab.
- Water production – **958,000 gallons** (5/25/25).
- Raw water to plant – **977,000 gallons** (5/25/25).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 5/25.
- Eagle Creek flow - **0 gpm**.
- Operators are utilizing zeta potential data to make polymer adjustments to optimize plant performance..
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 17.2%.
- Working on plant cleanup inside and outside

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 5/25.
- Monitoring PRV's daily and repairing as needed..
- Wells are being rested in the Alto area and water is being pumped from Alto Reservoir to Plant 3.

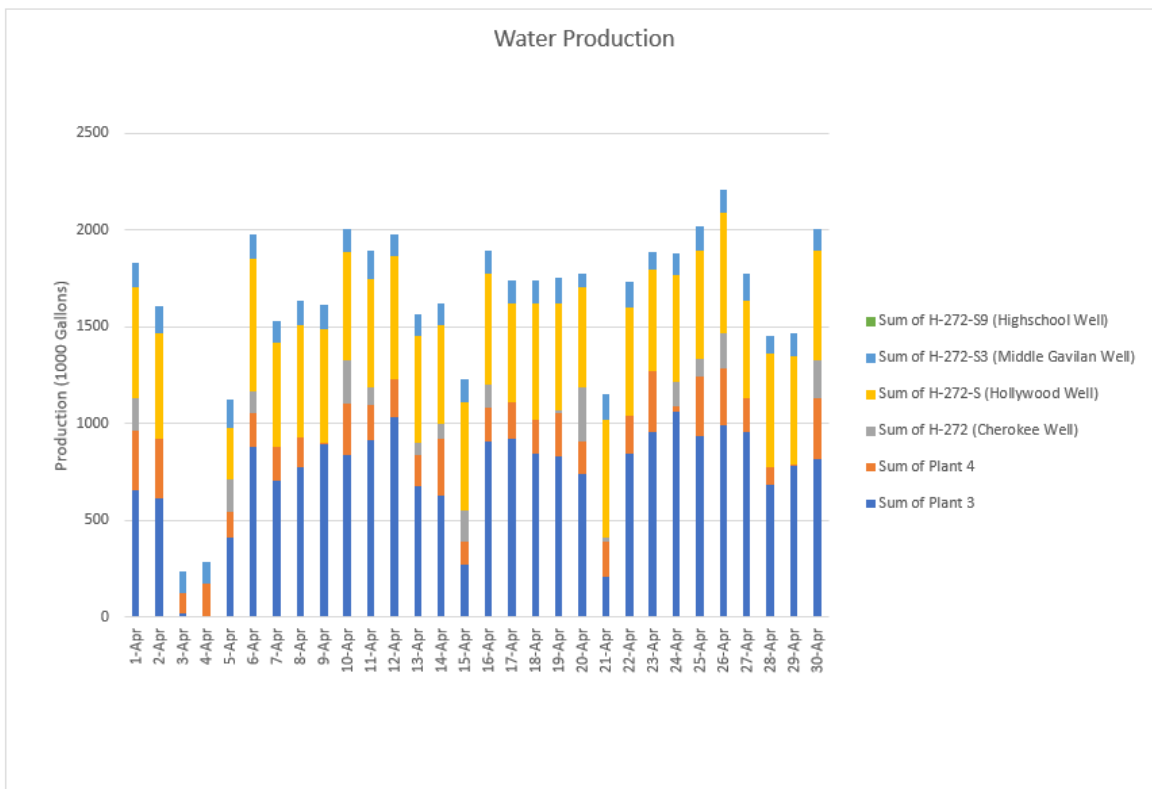
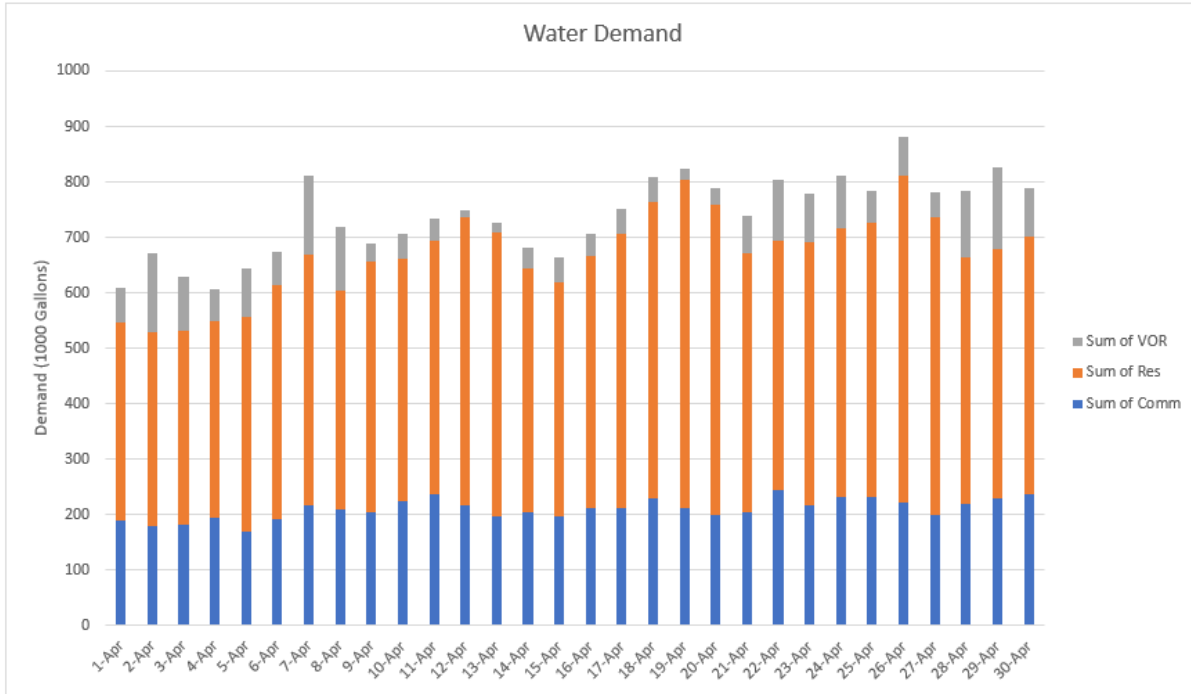
Projects

- Tank Rehabilitation Project – D&R Tank removed the old roof and rafters.
- Upper Canyon Diversion Project – Spartan Construction waterproofed the vault, meter and valve is installed, the 14" line to the AC line, and the Cowanda screen and fish ladder is completed.
- Had a meeting with Roger Perry and village staff on 5/25/25 to go over the River Well project.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for May.
- Completed May TOC samples for plant 3 & 4.
- Completed May SUVA samples.
- Submitted May MOR to NMED on 5/05/2025.
- Submitted Seepage data to NMOSE- DSB on 5/25/2025.

WATER RESOURCE



WINGFIELD HERITAGE HOUSE MUSEUM

- We had 83 people visit the museum in May, up from 67 in April. 18% were from Lincoln County, up from 6% in April.
- We had two outreach opportunities, at the Dia de los Ninos event with the Ruidoso Public Library and the Renaissance Fair in Wingfield Park. During those events, we directly interacted with and served about 1250 people, bringing our total attendance for the month to 1337.
- Our first Time Turners Book Club met on the 8th at the public library. We had 4 people in attendance. We discussed "The Three-Cornered War: The Union, the Confederacy, and Native Peoples in the Fight for the West," by Megan Kate Nelson.
- We are working with our Past Perfect software team to create a public portal for our collections database. It should be ready to go in about a month. We currently have 1817 items cataloged in our database.
- We recorded 3 new Ruidoso Rewind radio spots in May – Fort Stanton, Capitan History, John Poe and the Angus VV Ranch. We're at 58 total episodes recorded.
- We ordered two more cases to match our existing exhibit cases. We are also purchasing new furniture and equipment in anticipation of our newly created Education Curator position, to start next FY.
- We picked up half of the Carmon Phillips negative collection from the Hubbard Museum. Half of the negatives had been already scanned, and we will be scanning the rest to complete the collection. The Carmon Phillips collection covers life in Ruidoso and the area in the mid-20th century.

WWII Gas Ration Booklet and Stamps for Ike Wingfield's 1937 Dodge.

IMPORTANT INSTRUCTIONS

1. The number of gallons of gasoline which each coupon is good for will be publicly announced by OPA.

2. Serial numbers of coupons in your possession must correspond to the series of numbers shown on the cover.

3. The enclosed coupons can be used only for gasoline transferred into the fuel tank of the vehicle(s) described on the cover unless the cover shows approval for bulk transfer.

4. Gasoline may not be taken out of the fuel tank of a vehicle.

5. Within 5 days after expiration date shown on cover and within 5 days after discontinuance of use of vehicle for which this form was issued, the cover and all unused coupons must be returned to your War Price and Rationing Board.

6. Before selling your vehicle you must surrender this cover and all unused coupons to your War Price and Rationing Board and obtain a receipt. The purchaser will not be issued a gasoline ration unless he presents your receipt.

Any person finding ration coupons should mail or return them at once to the nearest War Price and Rationing Board.

**UNITED STATES OF AMERICA
OFFICE OF PRICE ADMINISTRATION**

TRANSPORT MILEAGE RATION

NAME OF REGISTERED OWNER: Ike N. Wingfield
COMPLETE ADDRESS: Ruidoso, N.M.
VEHICLE LICENSE NO.: 6-303
STATE OF REGISTRATION: N.M.
YEAR MODEL: 1937
MAKE: Dodge
VALID FROM DATE BELOW: 1-1-44 EXPIRATION DATE: 4-1-44
FLEET IDENTIFICATION OR CERTIFICATE OF WAR NECESSITY NO.: 1621170-RT
SERIAL NUMBERS OF COUPONS ISSUED:
FROM: 401138 TO: 401167 INCLUSIVE
COUPONS MUST BE KEPT WITH THIS FOLDER AT ALL TIMES
☆ GPO 16-35119-1

TIRE INSPECTION NOTICE

Government regulations require that the tires on commercial vehicles be inspected and approved every 5,000 miles, or every 6 months, whichever is less.

BULK TRANSFER

Coupons described on this cover may be used only for gasoline transferred into the fuel tank of the vehicle or a vehicle of the fleet described on the front cover unless proper approval is certified by a War Price and Rationing Board for bulk transfer.

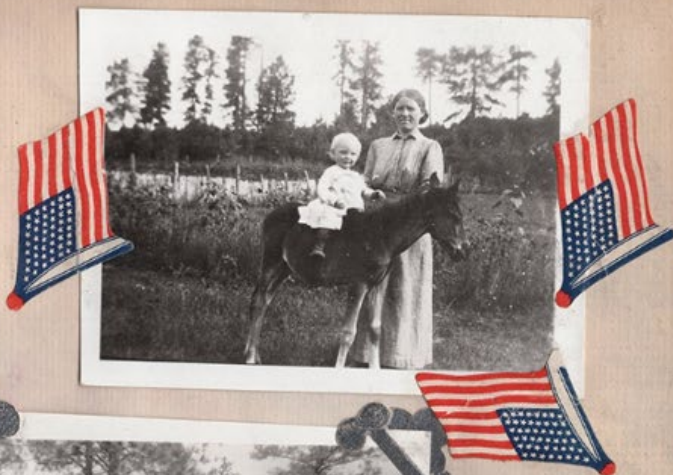
Bulk transfer authorized? (Yes or No) _____

Signed (for Board): Cora Long
Board No. 101 County Lewis State N. Mex.

VIOLATORS OF THE GASOLINE RATIONING REGULATIONS ARE SUBJECT TO REVOCATION OF RATIONS AND CRIMINAL PROSECUTION UNDER THE LAWS OF THE UNITED STATES

coupons.
(See other instructions on back of cover)

P-1822 16-35119-1 GPO



Page out of Wingfield family photo album, c. 1920

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 2.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director
Randy Koehn, Water Production Manager
Jaquelyne Pena, Water Resource Manager
Roger Peery, CEO/Principal Hydrogeologist with John Shomaker and Associates, Inc.
Maria O'Brien, Modrall Sperling Law Firm

Meeting Date: June 10, 2025

Re: Water Resource & Production System Update

Item Summary:

Water Resource & Production System Update

Financial Impact:

None

Item Discussion:

Water Resource & Production System Update

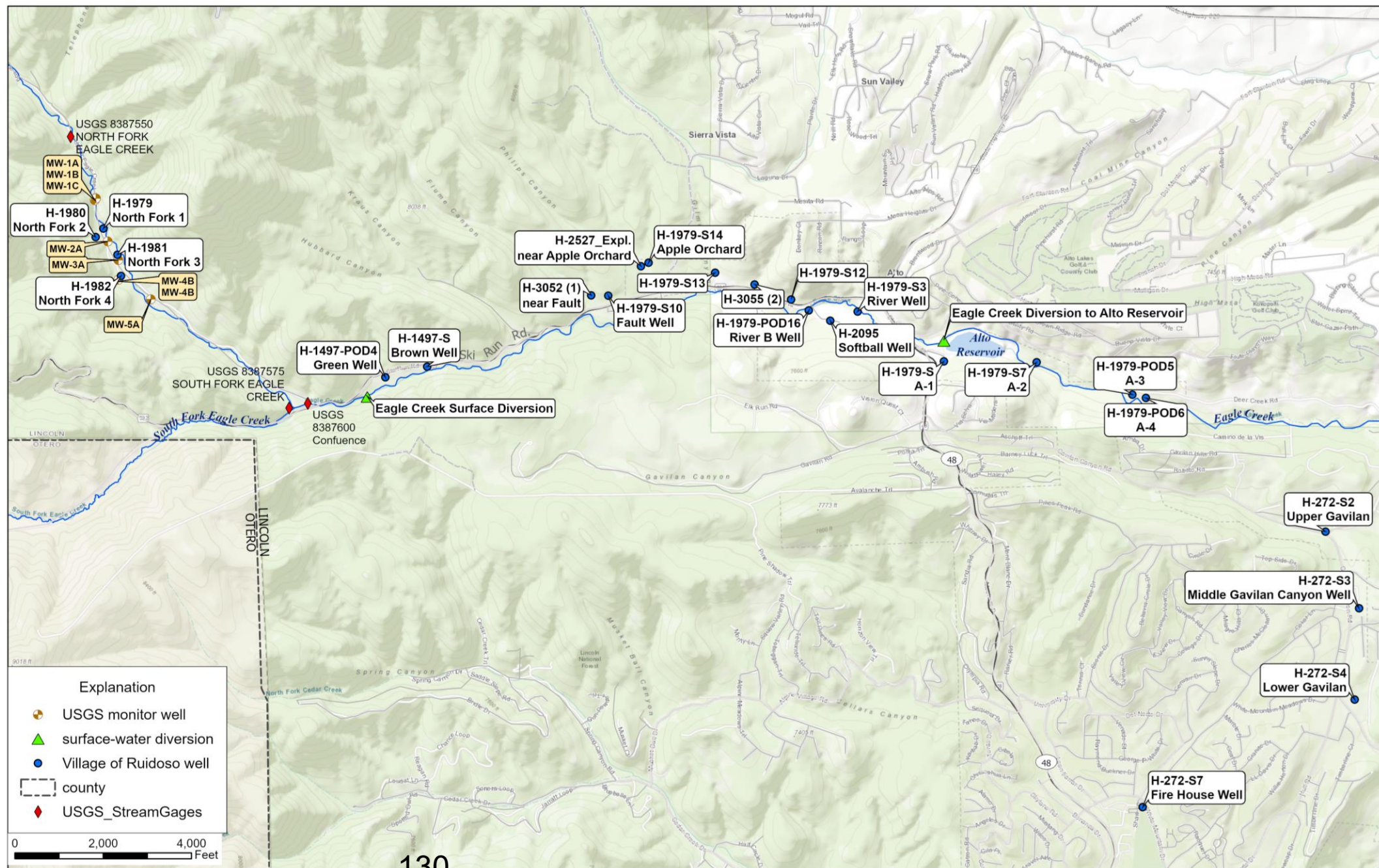
Recommendations:

None

ATTACHMENTS:

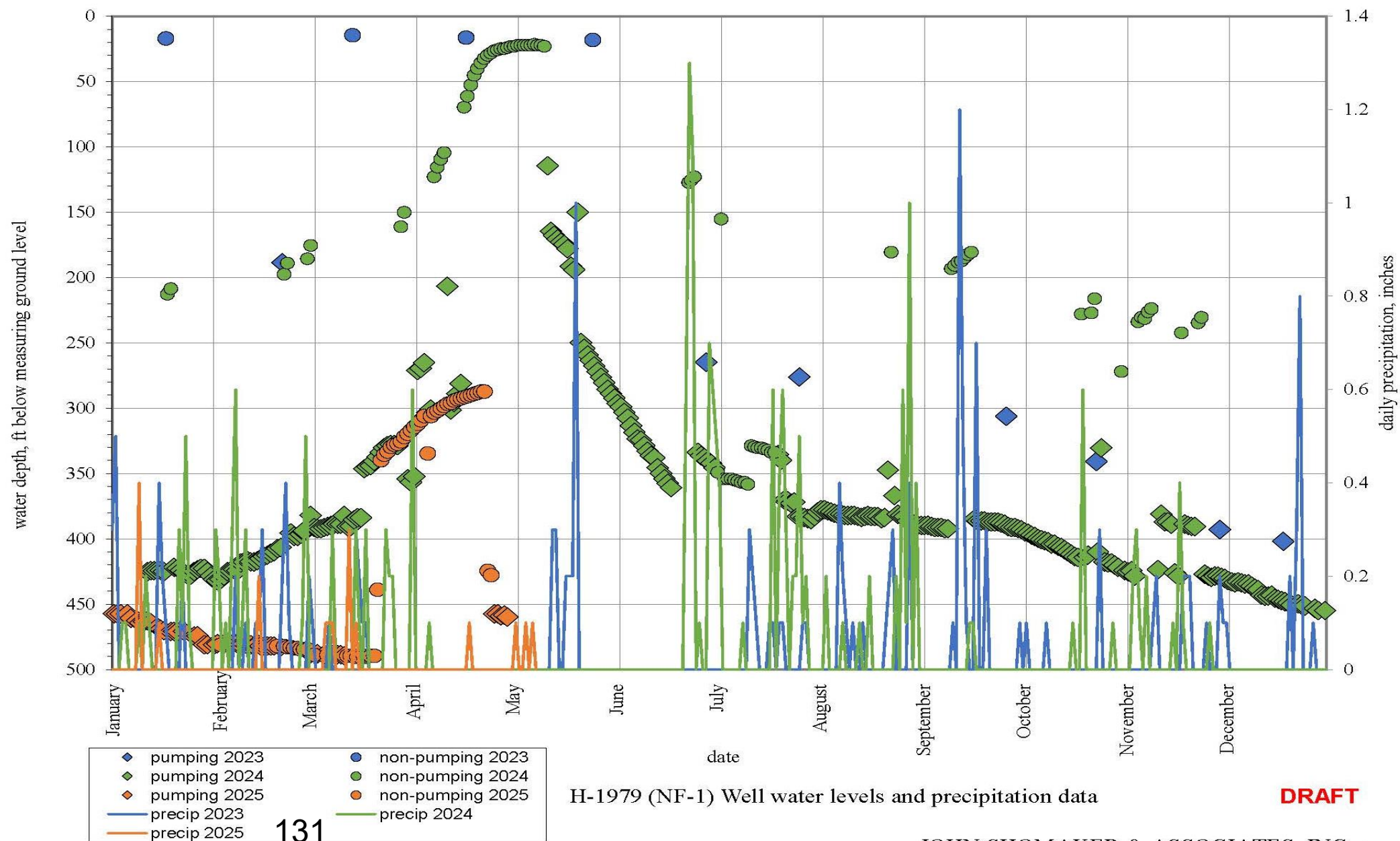
Description

Presentation



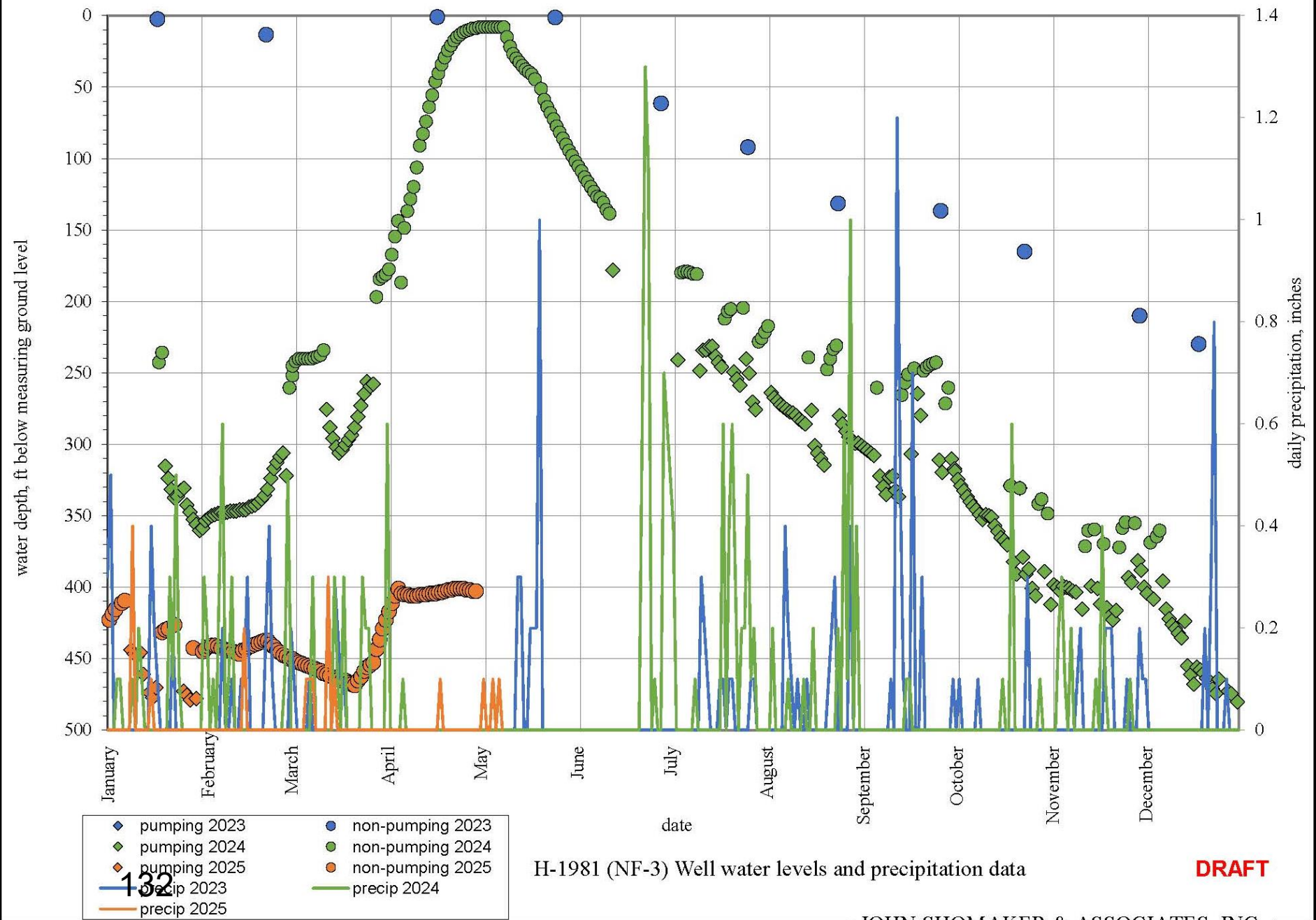
NF-1

H-1979



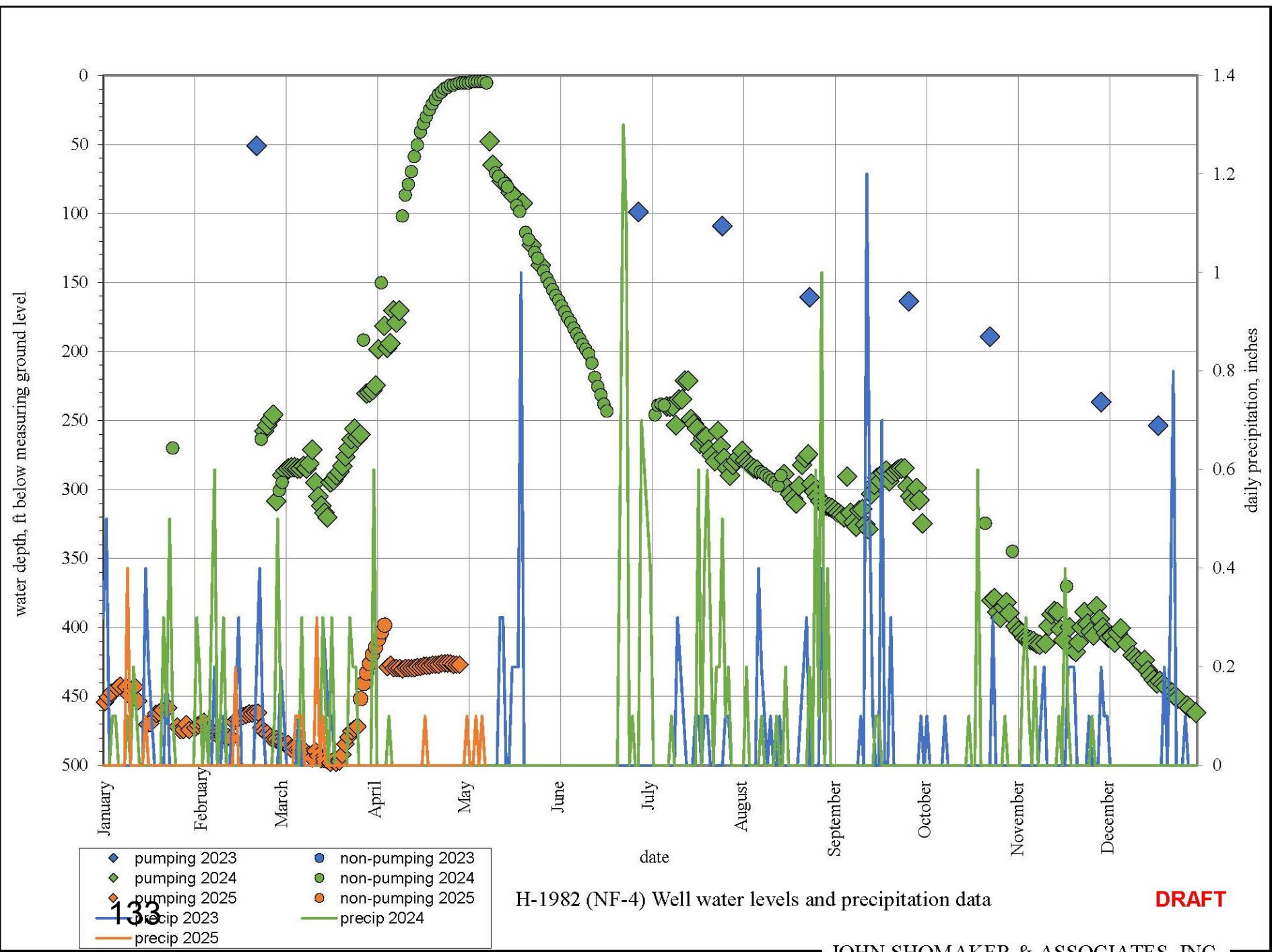
NF-3

H-1981

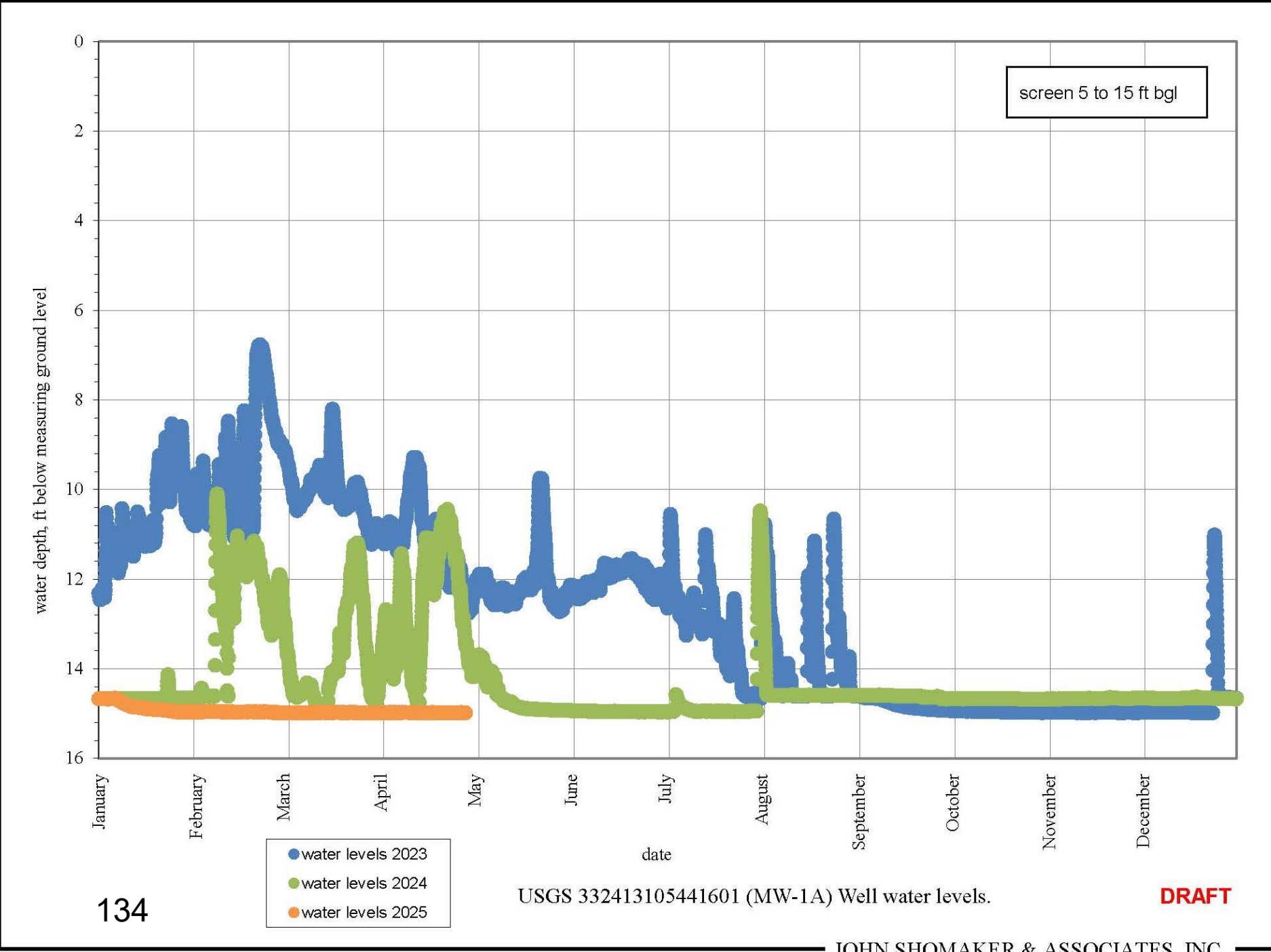


NF-4

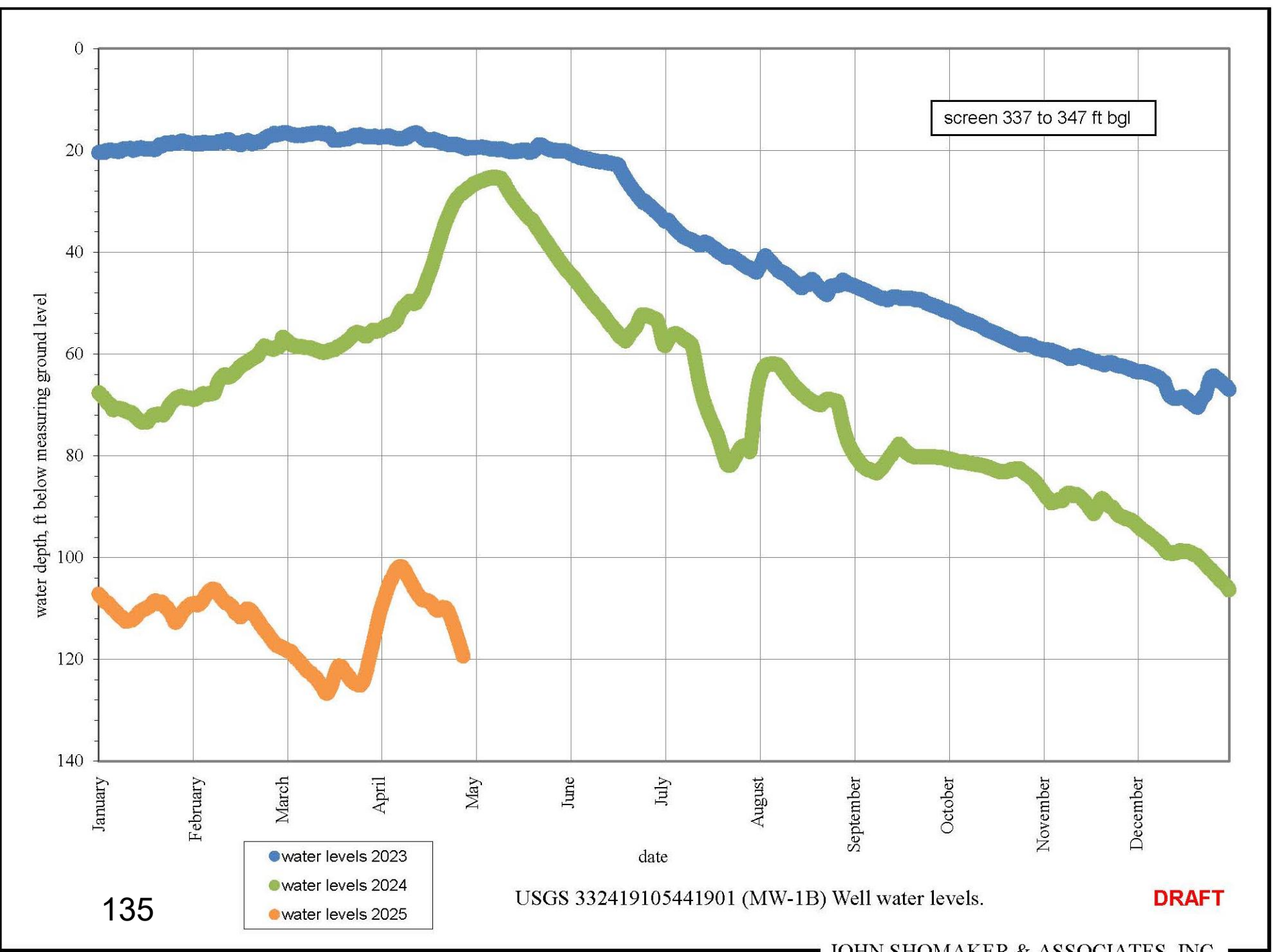
H-1982



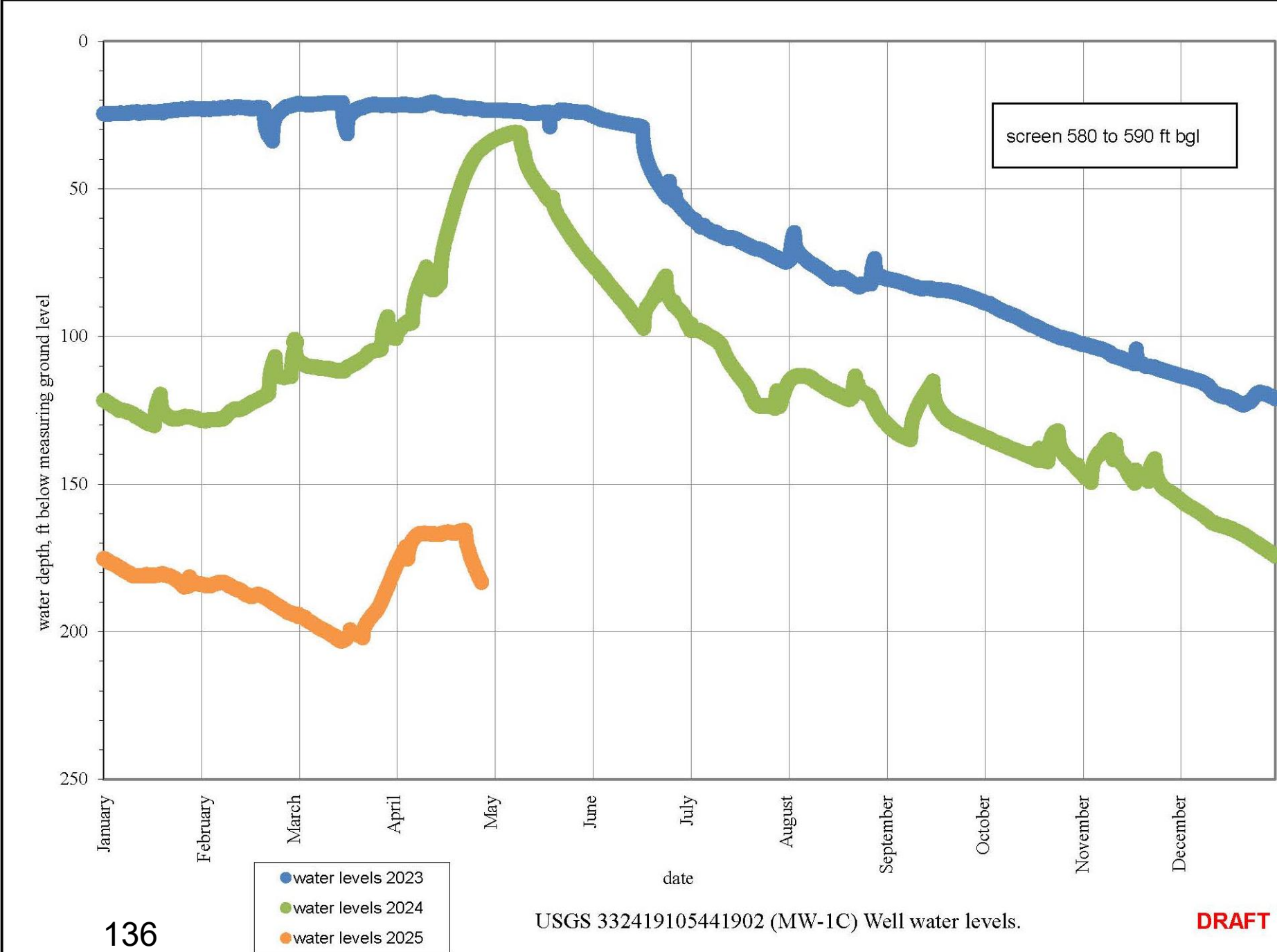
MW-1A



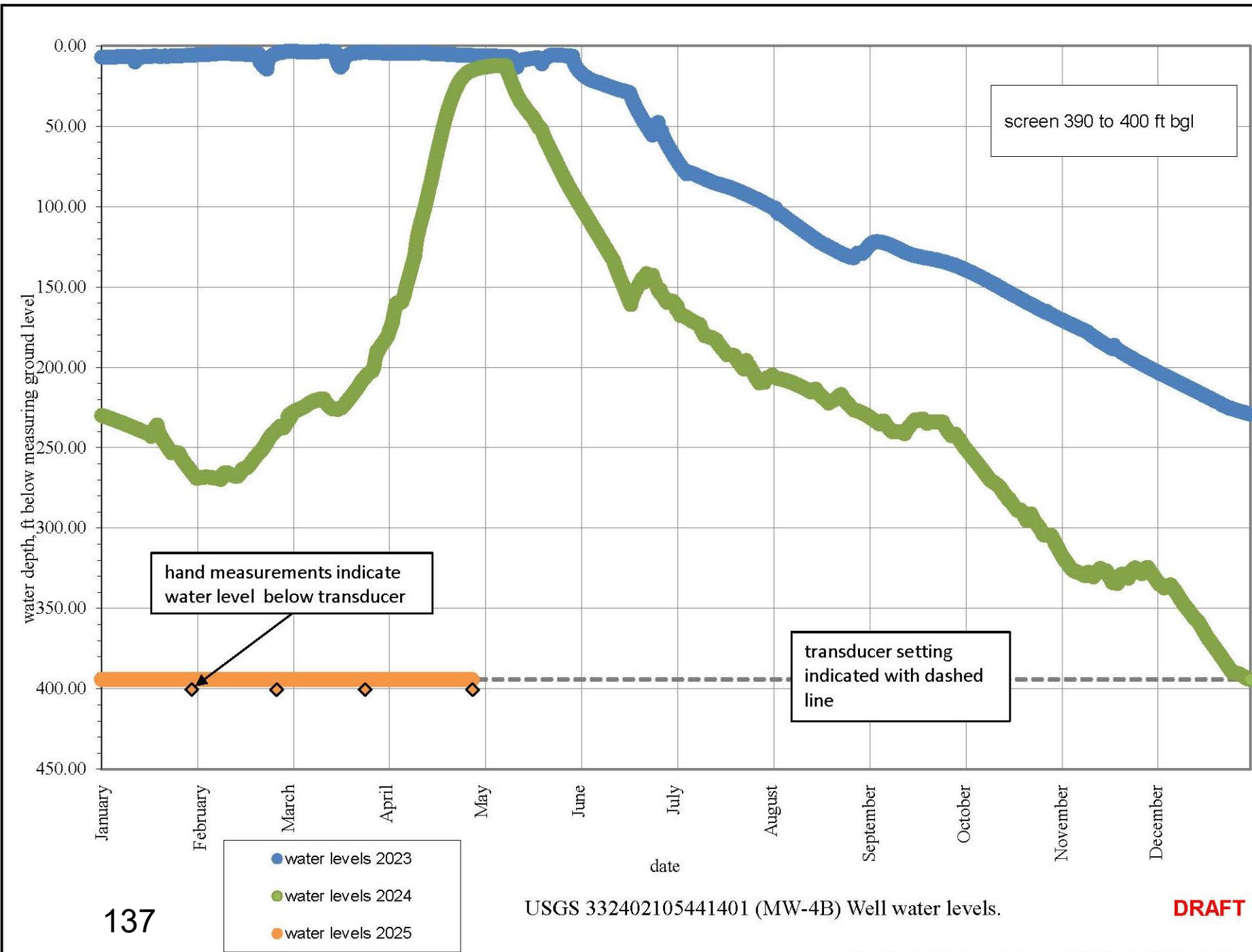
MW-1B



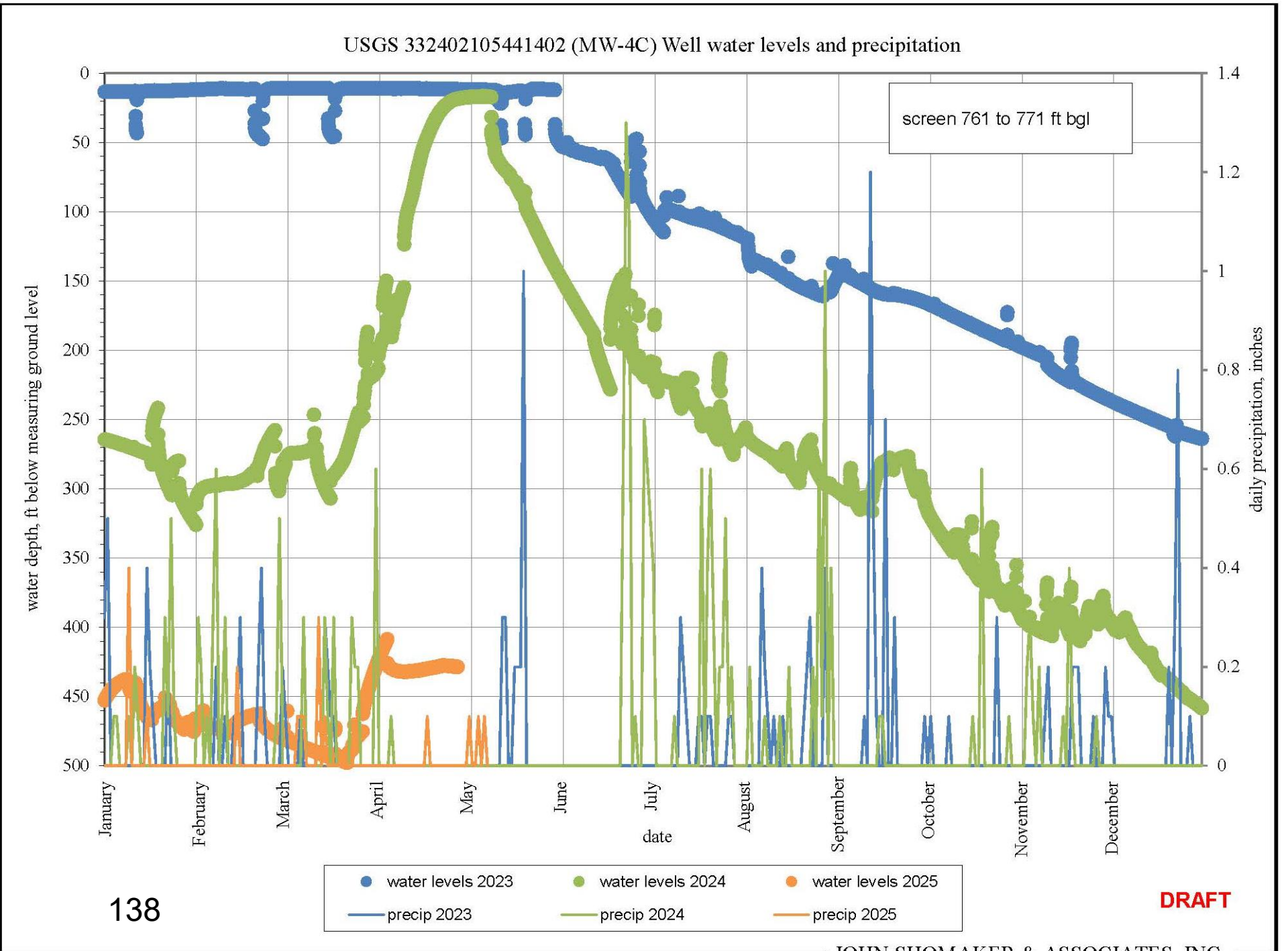
MW-1C



MW-4B

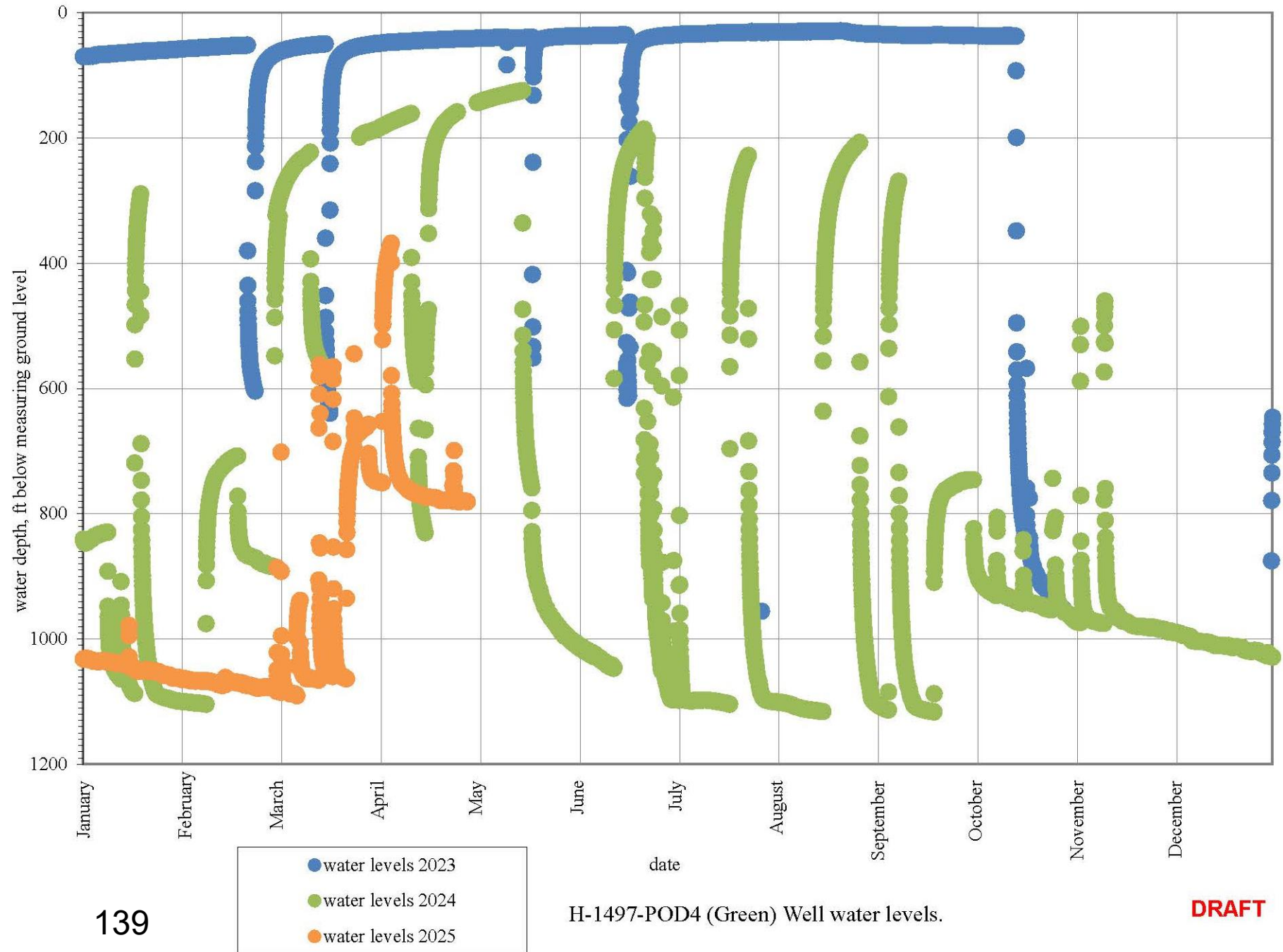


MW-4C



Green Well

H-1497-POD4



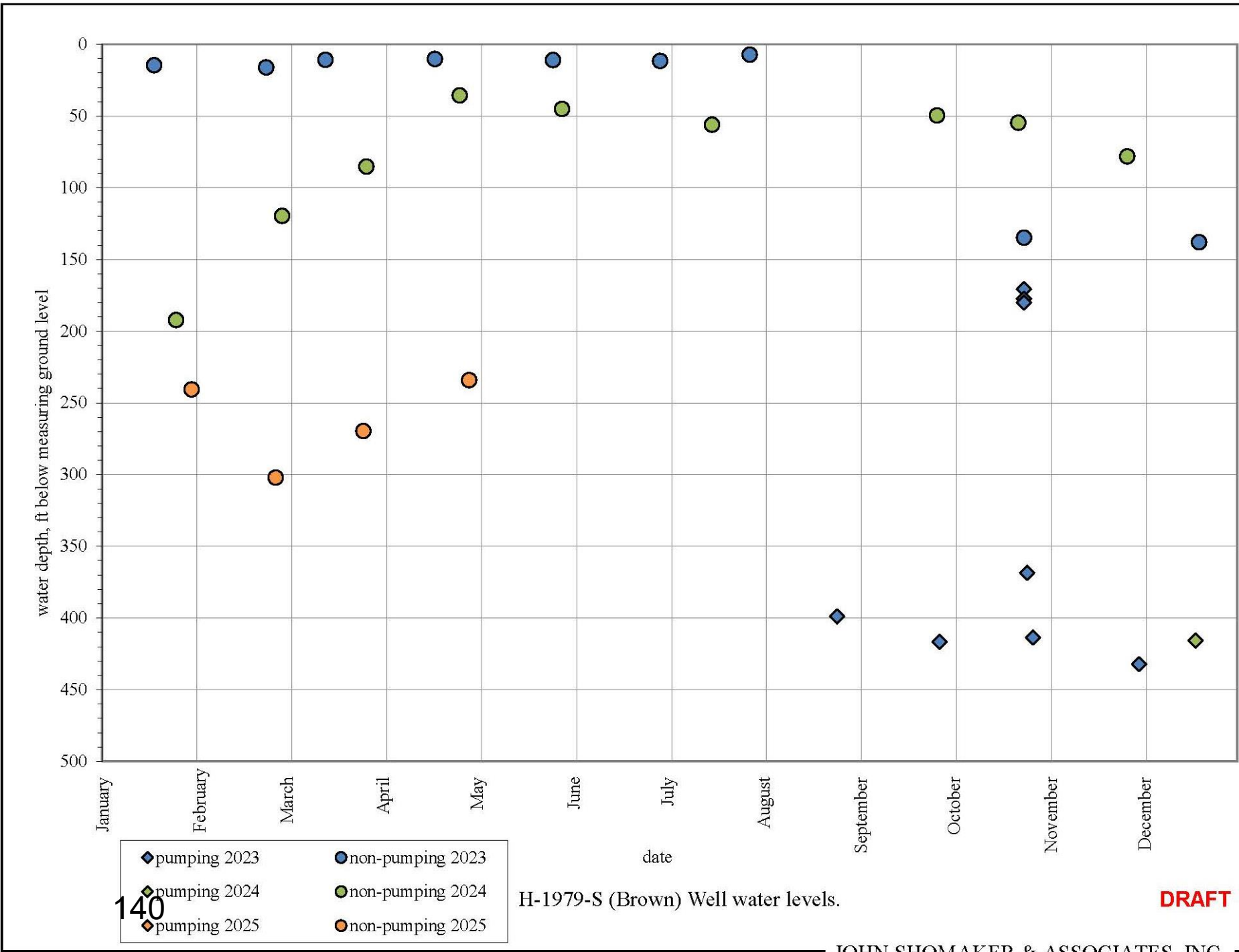
139

H-1497-POD4 (Green) Well water levels.

DRAFT

Brown Well

H-1497-S

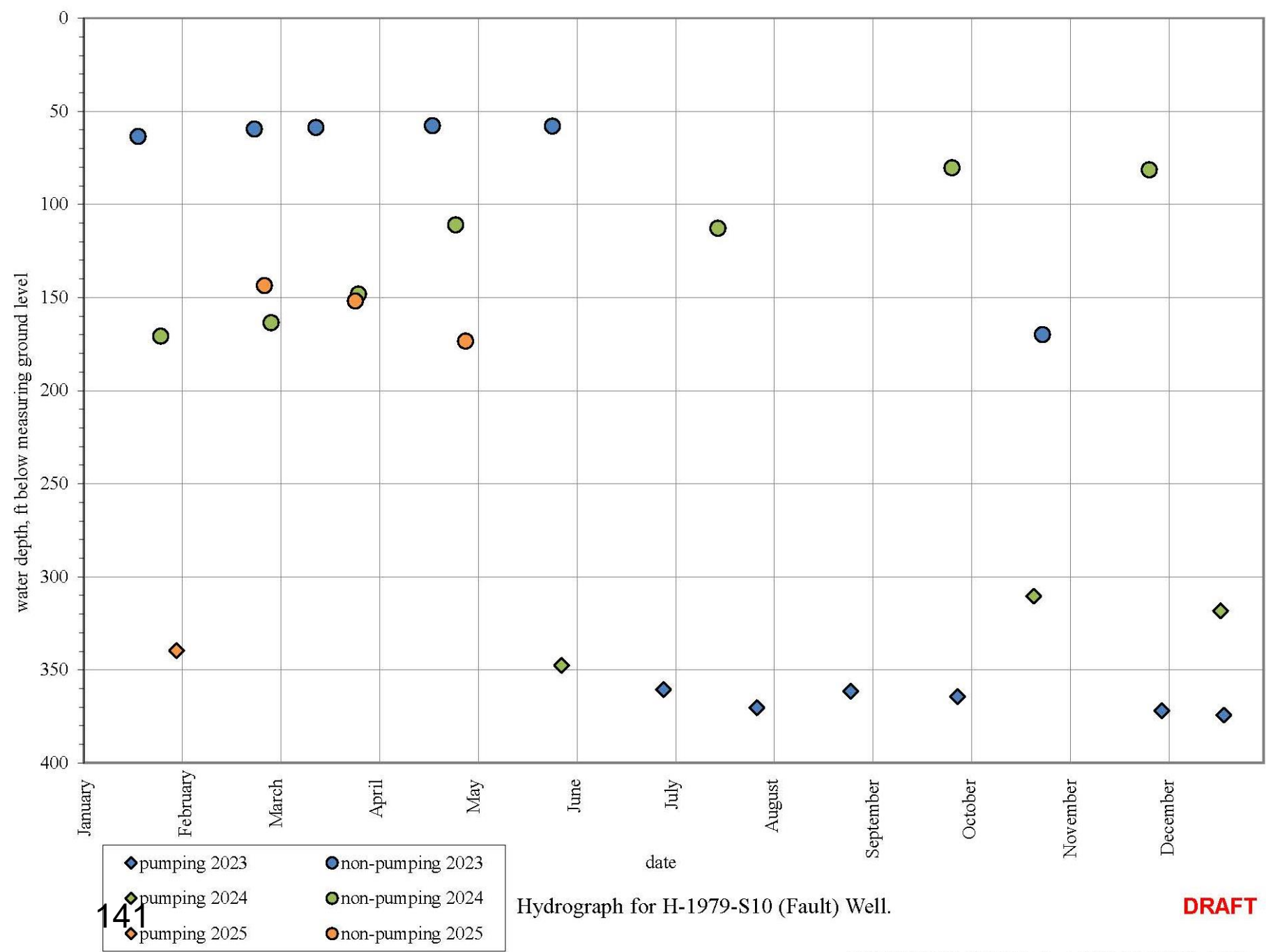


H-1979-S (Brown) Well water levels.

DRAFT

Fault Well

H-1979-S10

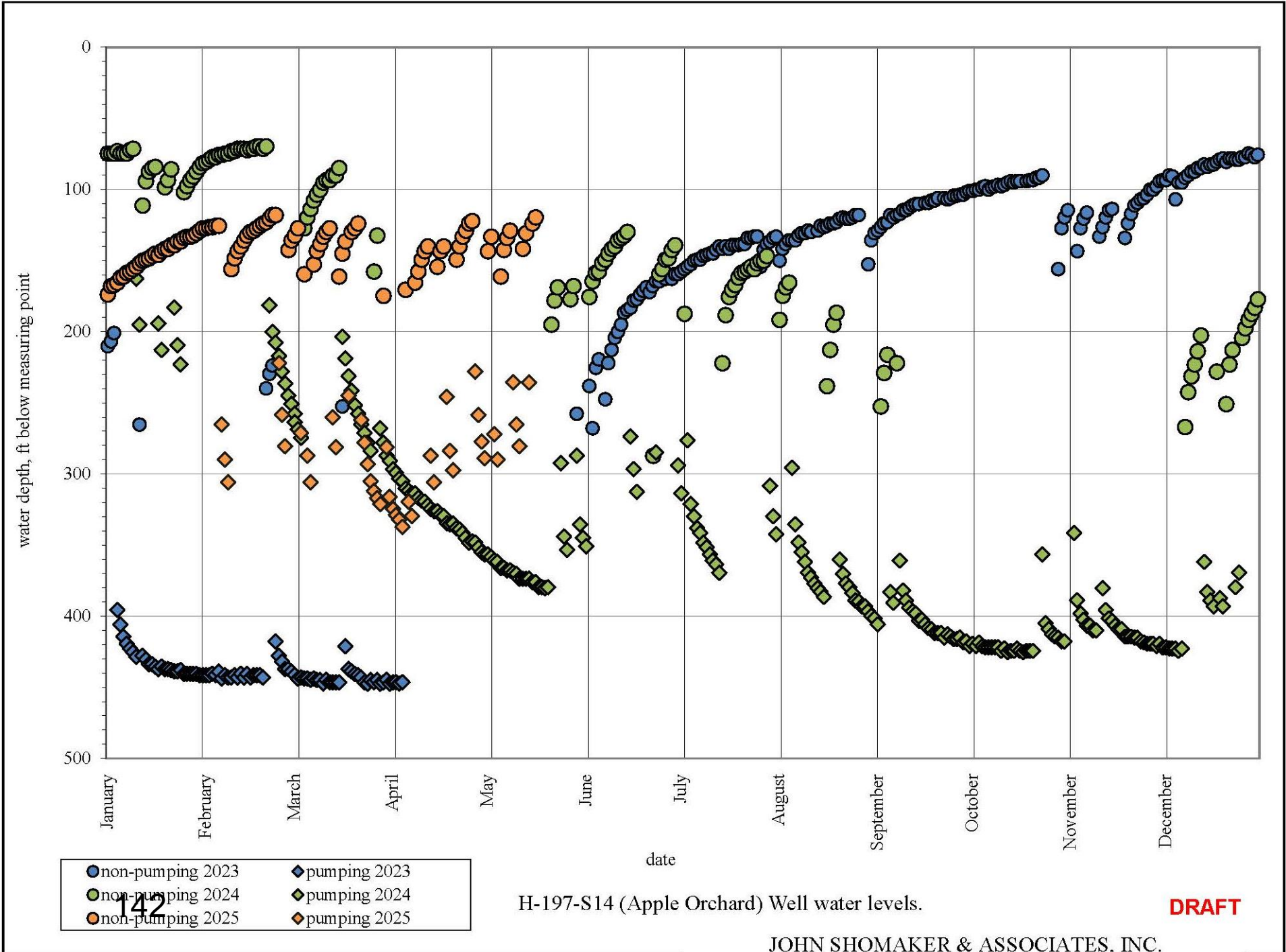


Hydrograph for H-1979-S10 (Fault) Well.

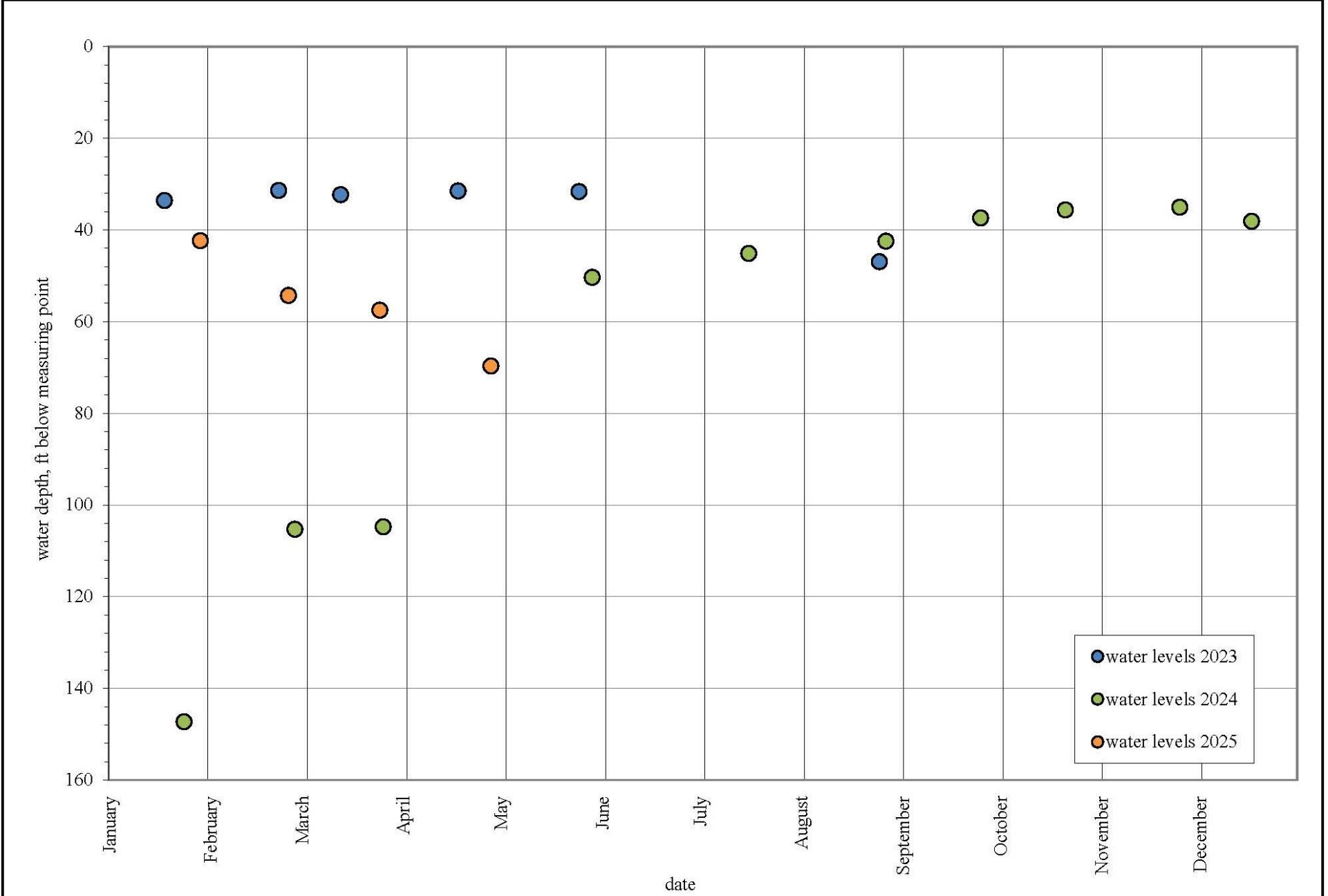
DRAFT

Apple Orchard

H-1979-S14

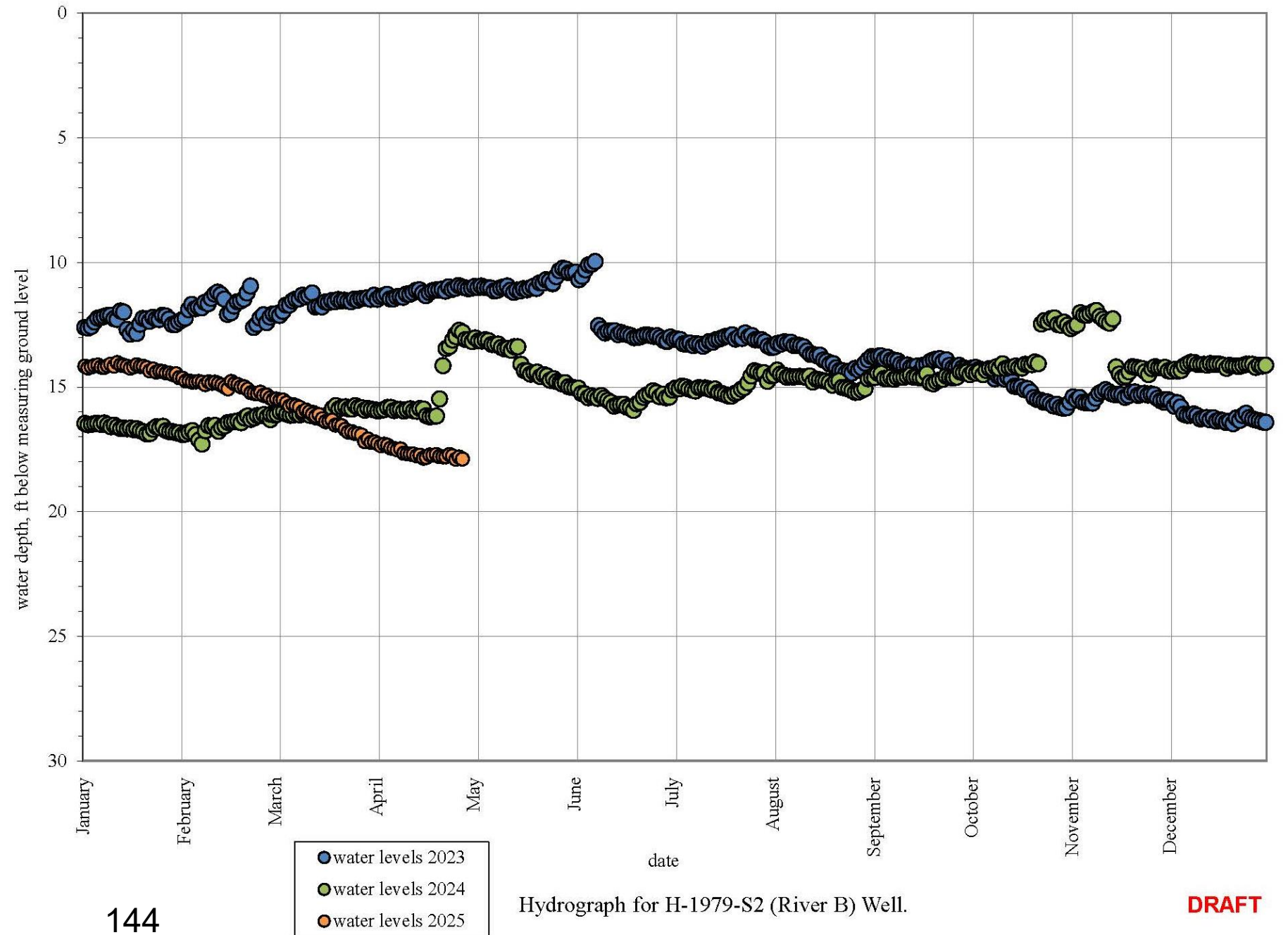


H-1979 -S13

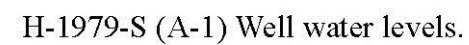


River B Well

H-1979-S2



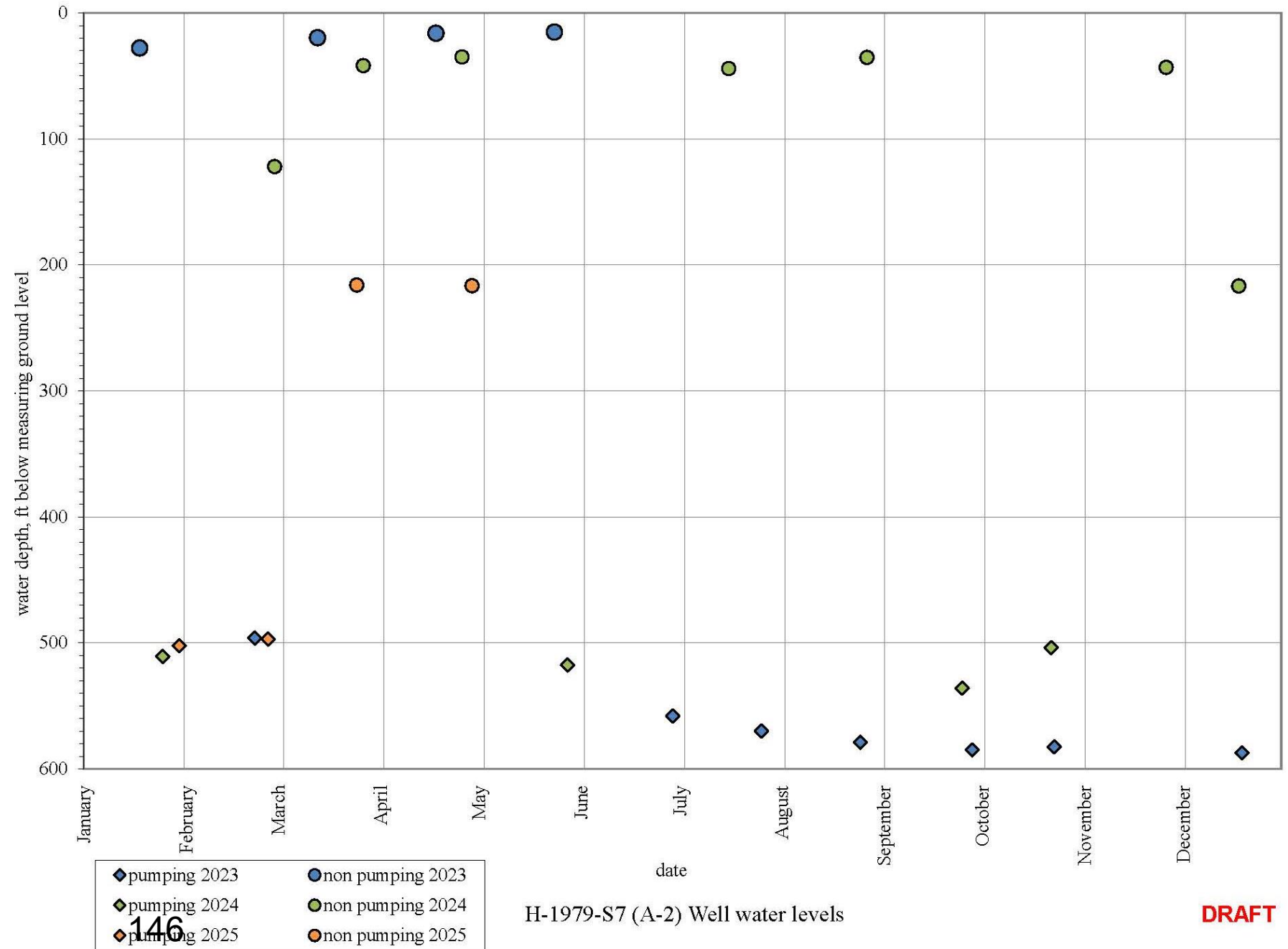
H-1979-S



- JOHN SHOMAKER & ASSOCIATES, INC.

A-2

H-1979-S7

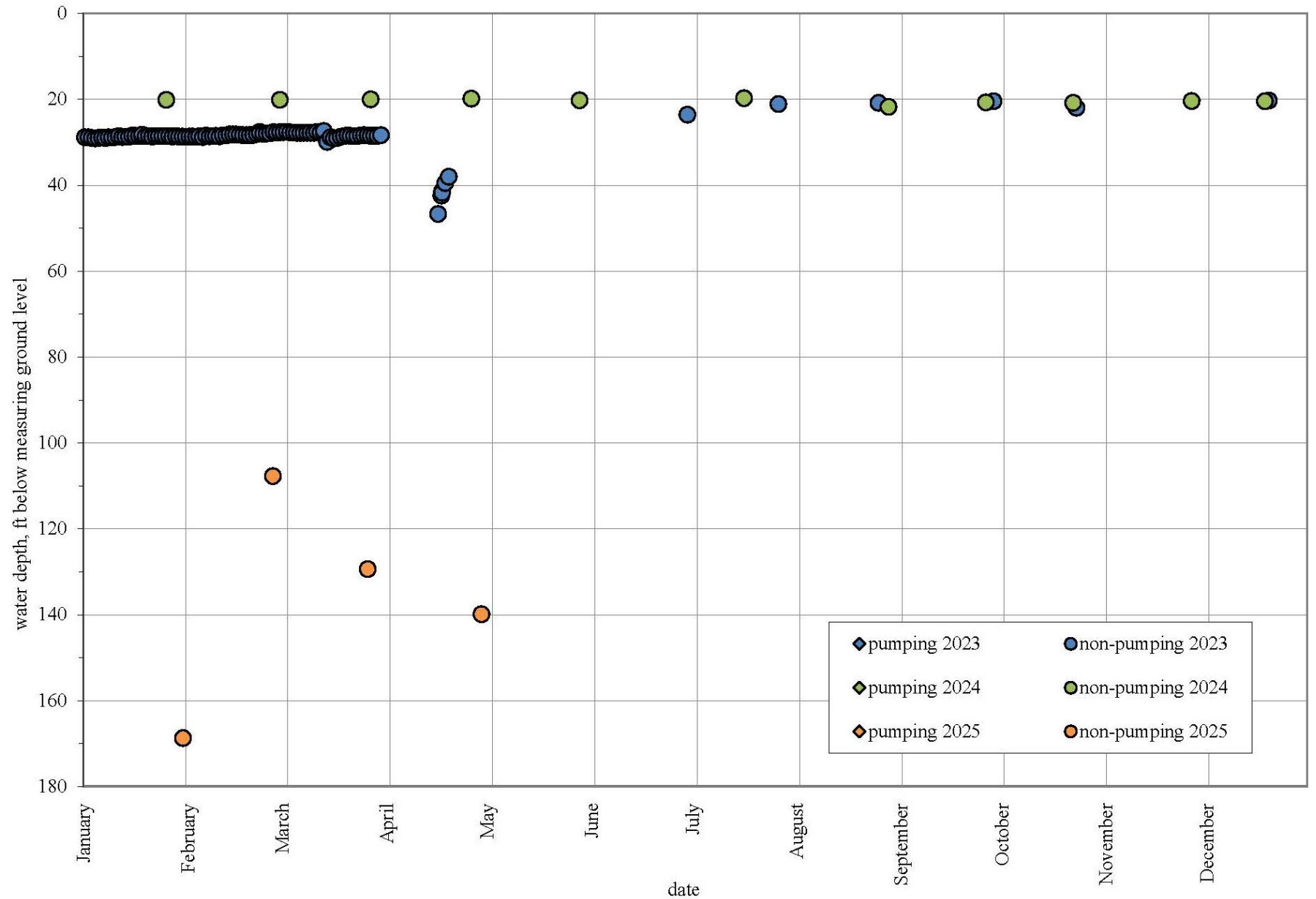


H-1979-S7 (A-2) Well water levels

DRAFT

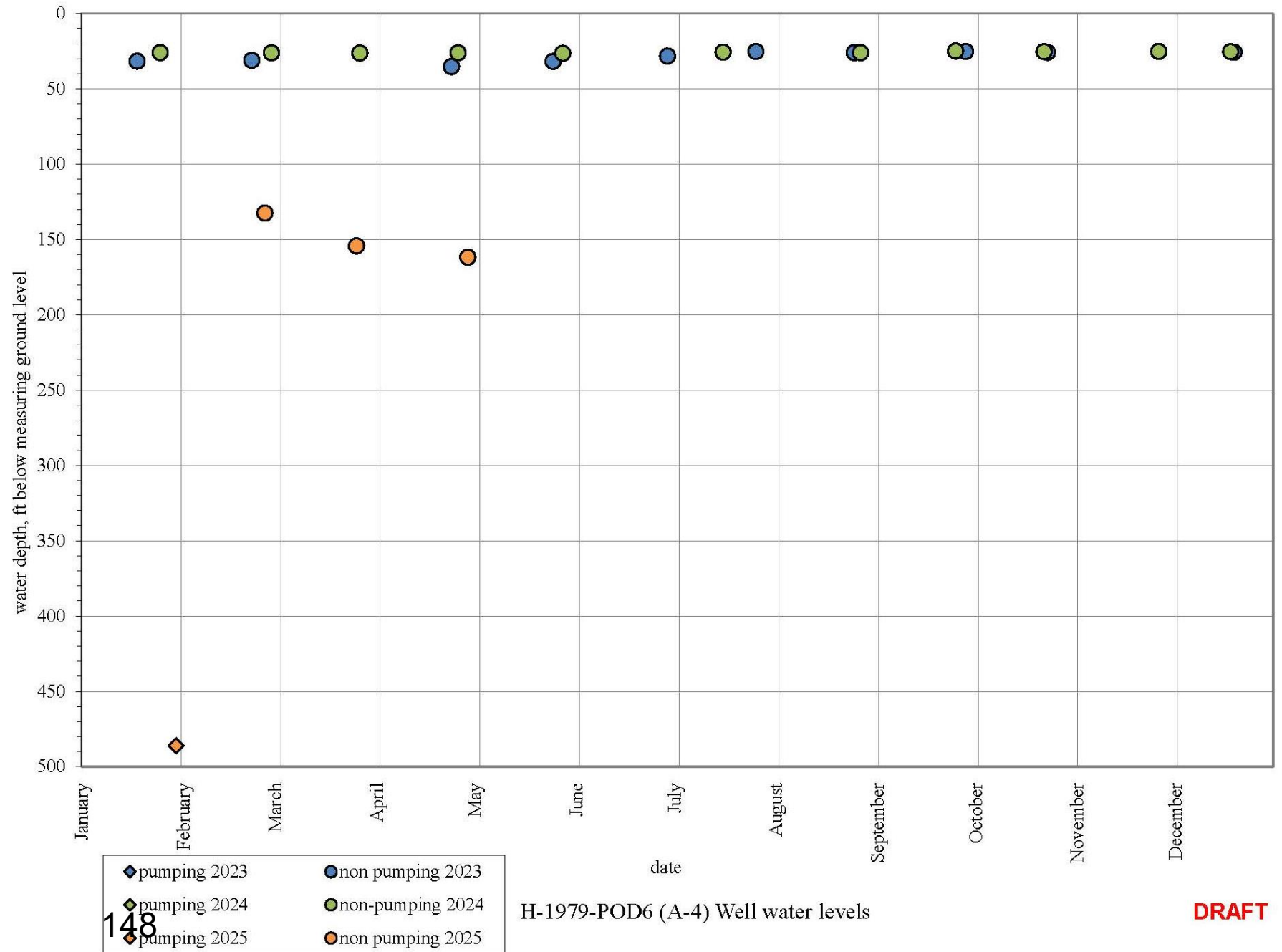
A-3

H-1979-POD5



A-4

H-1979-POD6



DRAFT

•North Fork Eagle Creek

149



North Fork Eagle Creek

January 13, 2023

January 24, 2024

January 30, 2025



North Fork Eagle Creek

February 21, 2023



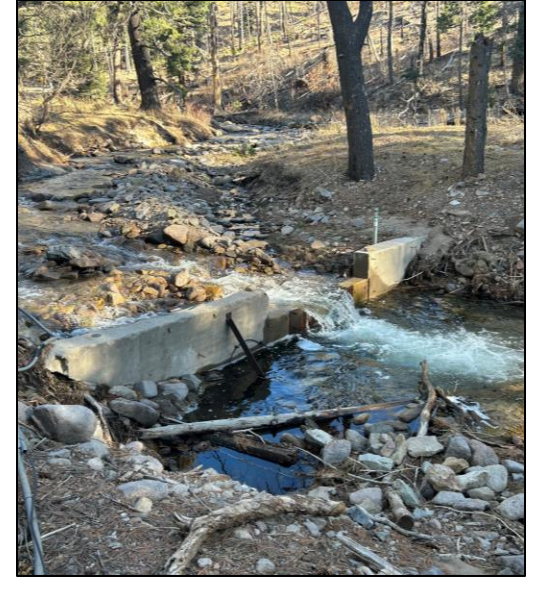
February 27, 2024



February 25, 2025



March 14, 2023



March 26, 2024



March 25, 2025



April 17, 2023



April 25, 2024



North Fork Eagle Creek

April 28, 2025



May 25, 2023



May 2024

Inaccessible for monitoring due to wildfires (Blue 2 fire, started May 16th) and road closures

June 28, 2023



June, 2024

Inaccessible for monitoring due to wildfires (South Fork Fire, started June 17th) and road closures

July 23, 2023



July 17, 2024

Inaccessible for monitoring due to wildfires (South Fork Fire) and road closures

August 24, 2023



North Fork Eagle Creek

August 27, 2024

Inaccessible for monitoring due to wildfires (South Fork Fire) and road closures

September 24, 2023



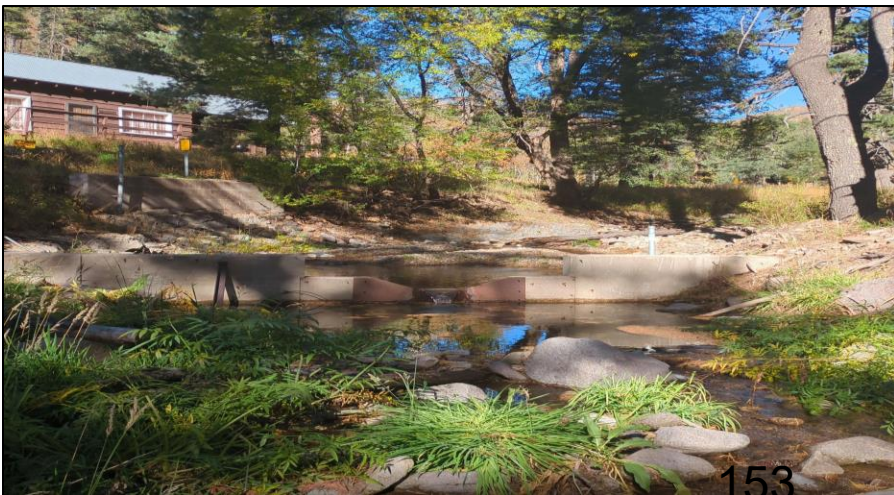
September 25, 2024



October 23, 2023



October 21, 2024



November 29, 2023



North Fork Eagle Creek

November 25, 2024



December 18, 2023



December 18, 2024



A photograph of a stream with a weir and a sensor. The weir is a concrete structure with a vertical plate in the center. Water is flowing over the weir, creating a white, frothy splash. The stream bed is covered with rocks and debris. The surrounding area is grassy and rocky. A sensor is mounted on a metal post next to the weir. The sensor is a small, rectangular device with a cable attached to it. The background shows a steep, rocky hillside.

South Fork Eagle Creek

(USGS 08387575)

South Fork Eagle Creek

January 17, 2023



January 24, 2024



January 30, 2025



February 21, 2023



February 27, 2024



February 25, 2025



March 14, 2023

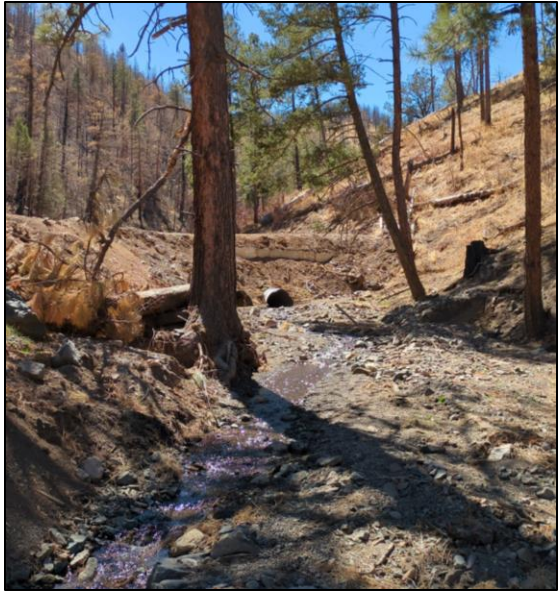


March 26, 2024



South Fork Eagle Creek

March 25, 2025



April 17, 2023



April 25, 2024



April 28, 2025



May 25, 2023



May 28, 2024



June, 2023



June, 2024

Gauge
destroyed
during
flooding
during South
Fork Fire

South Fork Eagle Creek

July 27, 2023



July 16, 2024



August 24, 2023



August 27, 2024

Inaccessible
for
monitoring
due to
wildfires
(South Fork
Fire) and
road closures

September 26, 2023



September 25, 2024



October 23, 2023



October 21, 2024



South Fork Eagle Creek

November 29, 2023



November 25, 2024



December 18, 2023



December 17, 2024



Confluence

(USGS 08387600)

160



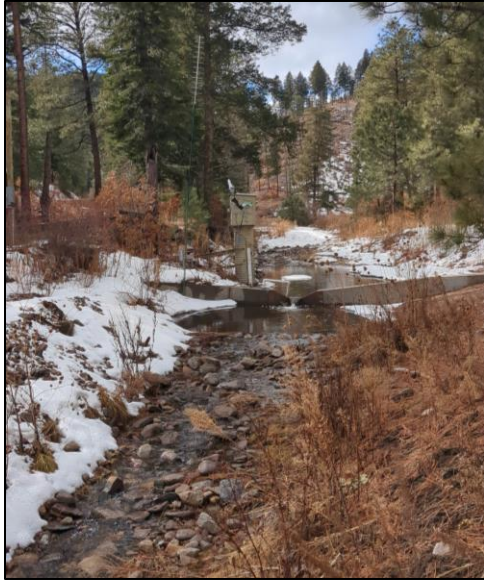
SW W
210 240 270 300
4°SW (T) ● 33°23'34"N, 105°43'23"W ±29ft ▲ 7625ft

Confluence

January 17, 2023



January 24, 2024



January 30, 2025



February 21, 2023



February 27, 2024



February 25, 2025



March 14, 2023



March 26, 2024



March 25, 2025



April 17, 2023



Confluence

April 25, 2024



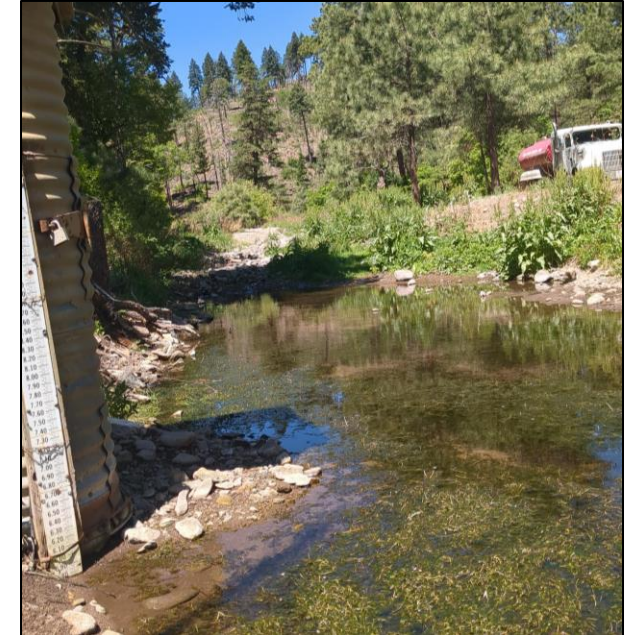
April 28, 2025



May 25, 2023



May 28, 2024



June 28, 2023



June, 2024

Inaccessible for monitoring due to wildfires (South Fork Fire) and road closures

162

July 27, 2023



July 16, 2024



*Taken from distance due to road closure

Confluence

August 24, 2023



August 27, 2024

Inaccessible for monitoring due to wildfires(South Fork Fire) and road closures

September 26, 2023



September 25, 2024



October 23, 2023



October 21, 2024



November 29, 2023



Confluence

November 25, 2024



December 18, 2023



December 17, 2024



Village of Ruidoso Water Tank Levels June 2024/2025

Presented by: Randy Koehn



Water Tank Information

TANKS	TANK CAPACITY (GALS)	TANK HEIGHT (FT)	OVERFLOW LEVEL (FT)	GALLONS PER FOOT	TANK DIAMETER
ALTO #1	5,000,000	60'	58'	83,333	119'
ALTO #2	5,000,000	60'	58'	83,333	119'
CAMELOT #1	1,000,000	32'	30'	31,250	80'
CAMELOT #2	250,000	32'	30'	7,813	36.5'
COUNTRY CLUB	500,000	40'	39'	12,500	48'
GRINDSTONE	3,000,000	52'	51.5'	57,692	100'
BIG D	33,000	26'	25'	1,269	15'
LITTLE D	1,000,000	33'	32'	30,303	72'
PINE CLIFF	500,000	40'	38'	12,500	46'
BACKWASH #1	500,000	40'	28'	12,500	46'
BACKWASH #2	100,000	27'	25'	3,704	26'

VOR Water Tank Levels - 2024/2025

MONTH & YEAR	5MG EAST	5MG WEST	GRINDSTONE 3 MG	LITTLE D	BIG D
JUN-24	56.0'	56.1'	48.3'	23.5'	25.4'
JULY-24	54.9'	55.1'	46.0'	23.2'	25.2'
AUG-24	55.7'	53.4'	44.2'	23.5'	25.6'
SEPT-24	55.7'	55.6'	50.8'	DRAINED	25.3'
OCT-24	55.4'	56.2'	41.2'	OFFLINE	25.0'
NOV-24	55.0'	56.2'	45.0'	OFFLINE	25.5'
DEC-24	56.0'	56.2'	48.3'	OFFLINE	25.4'
JAN-25	53.0'	53.1'	45.0'	OFFLINE	25.3'
FEB-25	56.7'	57.2'	46.7'	OFFLINE	25.2'
MAR-25	55.7'	56.4'	48.1'	OFFLINE	25.3'
APR-25	56.4'	56.3'	47.5'	28.3'	25.4'
MAY-25	DRAINED	54.0'	47.5'	28.5'	25.2'
JUNE-25	OFFLINE	56.1'	48.0'	28.4'	24.5'

VOR Water Tank Levels - 2024/2025

MONTH & YEAR	CAMELOT #1	CAMELOT #2	BACKWASH #1	BACKWASH #2	COUNTRY CLUB	BIG D
JUN-24	28.8'	27.9'	23.3'	23.3'	32.5'	30.0'
JULY-24	29.6'	29.4'	OFFLINE (FIRE)	OFFLINE (FIRE)	32.5'	26.0'
AUG-24	27.9'	27.2'	20.2'	20.3'	34.1'	32.2'
SEPT-24	27.3'	27.0'	21.7'	21.7'	31.4'	31.2'
OCT-24	24.6'	24.4'	21.6'	21.6'	31.4'	24.8'
NOV-24	28.9'	28.3'	21.5'	21.6'	32.6'	30.5'
DEC-24	24.3'	24.1'	21.7'	21.8'	32.3'	29.0'
JAN-25	26.2'	25.9'	21.7'	21.9'	34.8'	28.9'
FEB-25	24.1'	23.8'	21.6'	21.8'	34.1'	22.8'
MAR-25	23.0'	22.9'	22.8'	21.8'	32.7'	31.7'
APR-25	28.5'	28.2'	21.7'	21.9'	33.9'	34.1'
MAY-25	28.6'	28.2'	22.9'	23.0'	33.0'	31.7'
JUNE-25	27.2'	28.3"	23.3'	23.3	34.0'	27.3'

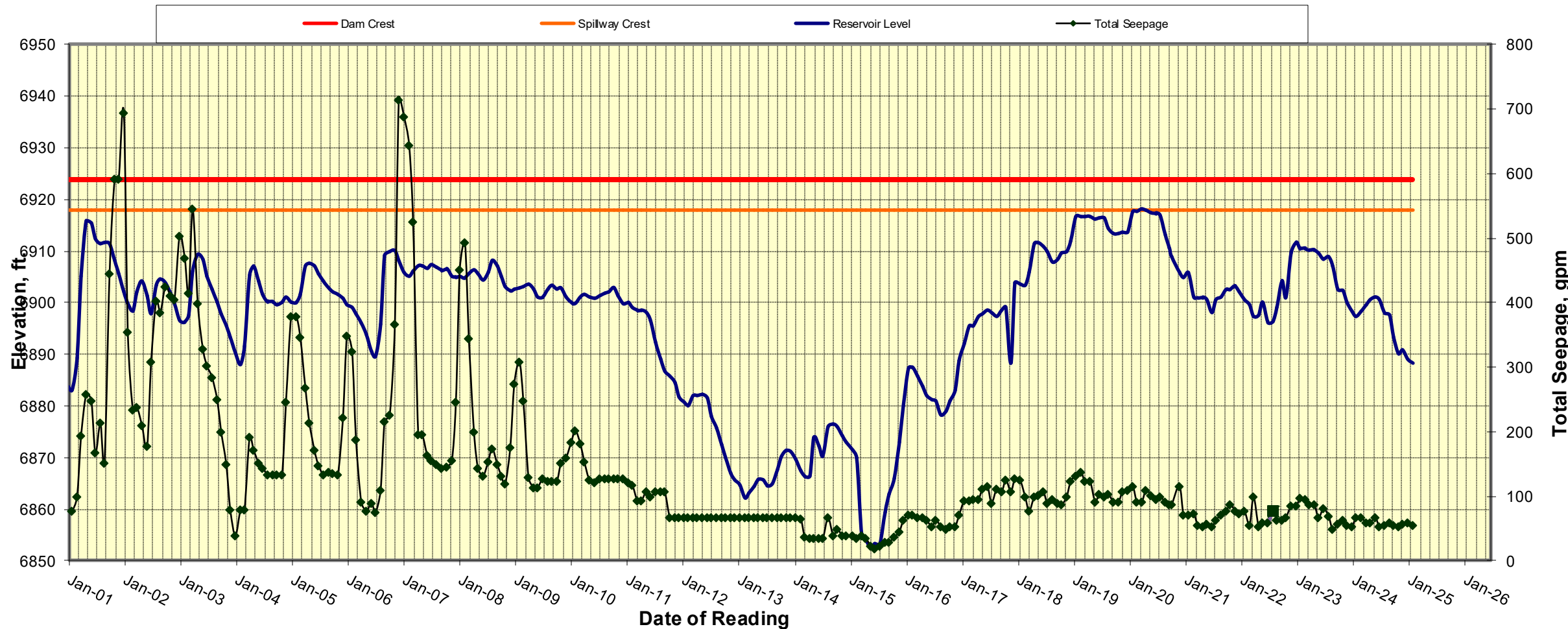
Grindstone Reservoir



Reservoir Information

- **Current Elevation - 6878.3'**
- **Reservoir Level - 41.27' Below Spillway.**
- **Reservoir Volume from staff gage - 385.93 acre-ft.**
- **Reservoir Gallons - 385.93 acre-ft x 325,850.94 gals/acre-ft = 125,755,654 gallons of water in the reservoir.**

Grindstone Reservoir Level and Dam Seepage



Key to filling Grinstone and Alto Lakes

Grindstone Reservoir

- **Precipitation is critical.**
- **Diverting water from the Upper Canyon Diversion when the project is completed, and the flow at Hollywood gage is above 6 cfs.**
- **Shut off filters at Plant 4 during the day and only running 1 filter at night (120 gpm).**
- **Operating the Grindstone/Alto interconnect at 200 gpm.**

Alto Reservoir

- **Precipitation is critical.**
- **Diverting water from the Duck Pond when water level reaches the diversion intake level.**
- **Stop pumping water to the Winter Park.**
- **Stop pumping water from the reservoir to Plant 3.**

Any Questions?

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 3.

To: Mayor Crawford and Councilors

Presenter(s): Stag Liuzza Legal Team

Meeting Date: June 10, 2025

Re: PFAS Litigation Update

Item Summary:

PFAS Litigation Update

Financial Impact:

None

Item Discussion:

PFAS Litigation Update

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 4.

To: Mayor Crawford and Councilors

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: June 10, 2025

Re: FY25 Gross Receipts Tax Update and Finance Report

Item Summary:

FY25 Gross Receipts Tax Update and Finance Report

Financial Impact:

None

Item Discussion:

FY25 Gross Receipts Tax Update and Finance Report

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 5.

To: Mayor Crawford and Councilors

Presenter(s): Judi Starkovich - Finance Director
Christy Coker - Purchasing Agent

Meeting Date: June 10, 2025

Re: Update on Utility Billing Rate Increase

Item Summary:

Update on Utility Billing Rate Increase

Financial Impact:

N/A

Item Discussion:

Utility Billing Rate Increase

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 6.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: June 10, 2025

Re: Update on Clean and Lien Properties

Item Summary:

Update on Clean and Lien Properties

Financial Impact:

None

Item Discussion:

Update on Clean and Lien Properties

Recommendations:

None

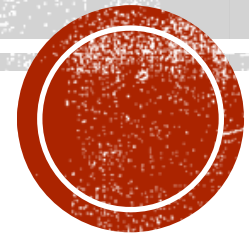
ATTACHMENTS:

Description

Presentation

JUNE 2025

Abatement Update



215 HART

- Property remains in compliance.
- Village Staff will continue to monitor.



205 SWALLOW

- Property has been sold.
- Village Staff will work with new owners to bring property into compliance.



116 NOGAL

- The property remains compliant.



1116 SUDDERTH

- Vacant Building Permit in place
- Owner making steady progress on improvements.
- Permits obtained for remodeling.
- Village Staff will continue to monitor property for continued compliance.



109 S. HICKORY

- Structure Fire on November 12, 2023
- Submitted to Court
- Owner wanting to salvage a portion of the structure; however, progress delayed due to death in owner's family
- Court has delayed action until 9/2/25



154 SPRUCE

- Property was previously boarded and secured; however, found open on 6/9/25.
- Structure cleared by Code officers.
- Roof has collapsed and portions of the floors are collapsed.
- Code Enforcement will make a criminal filing and if unsuccessful in gaining compliance, will refer for abatement.



114 DAVIS

- Was destroyed in South Fork Fire.
- Property has been cleaned and no additional action needed at this time.



103 DEL MAR

- Permit for addition issued in April 2024.
- Red Tag issued for safety concerns.
- Corrections to plans have been made.
- Continued monitoring and follow-up by Village Staff for compliance.



202 BRADY CANYON

- Vacant and Secured
- No Vacant Building Permit
- Property located in Flood Hazard Area



616 SUDDERTH

- Some progress, but also some backsliding.
- Code Enforcement is using standard procedures to bring into compliance.
- Property owner and tenant are in contact and willing to work with Code Enforcement.
- Village Staff will continue to monitor property for continued compliance.



210 BARCUS

- Damaged by Structure Fire
- Applied for Vacant Building Permit
- Vacant Building Permit not issued needs roof repaired before structure deemed compliant
- Will be submitted to Court for failure to obtain a Vacant Building Permit



205 SPRING

- Former Boy Scout Property
- Previous owner deceased.
- Property has gone through probate and awaiting paperwork.
- 50/50 ownership by two brothers.
- Code Enforcement is working with son/nephew of owners to either bring property into compliance or transfer to him under single ownership to bring into compliance.
- Plan for either Vacant Building Permit or removal of structures was to be submitted late March/early April; Code Enforcement will follow up.



POST DISASTER PROPERTY REMEDIATION

- Enforcement on properties not cleaned of fire/flood debris has been delayed until substantial completion of the Private Property Debris Removal Program (PPDR)
- PPDR enrollments closed mid-May with a handful of properties remaining to be completed.
- Code Enforcement has identified properties not participated in the PPDR program or that have not been issued permits for repairs or construction.



POST DISASTER PROPERTY REMEDIATION

- **No PPDR Right of Entry or Permits—20 Properties**
- **Abatement Notices sent via Certified Mail on June 10, 2025**
- **Council may direct abatement if not in compliance by July 9, 2025**

Burned

1140 Main	103 E Riverside	218 Sundance
119 Hill	937 Main	213 Sequoia
1110 Main	203 Sequoia	227 Sandia
1109 Main	235 Sandia	117 Sequoia
947 Main	113 Sequoia	103 Jemez
142 North Loop	109 Kaibab	144 North Loop
146 North Loop		

Flood Damaged

125 Sleepy Hollow



POST DISASTER PROPERTY REMEDIATION

- **Partial Clean Up or Working to Obtain Permits—6 Properties**
- **Code Enforcement will monitor for progress—no Abatement Notices sent**

134 Davis

237 Sandia

85/87 Rio

146 Fern

216 Perk Canyon

350 River Trail



POST DISASTER PROPERTY REMEDIATION

- **Participating in PPDR either not started or incomplete—6 Properties**
- **Code Enforcement will monitor for progress—no Abatement Notices sent**

137 North Loop

123 Sleepy Hollow

127 Sleepy Hollow

141 Sleepy Hollow (Has obtained Vacant Building Permit)

152 Fern

137 Sleepy Hollow



AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 7.

To: Mayor Crawford and Councilors

Presenter(s): Denise Staab, Library Manager
Stephanie Long, Wingfield Heritage House Museum Curator

Meeting Date: June 10, 2025

Re: Donation of Book Collection from Ted and Glenda Bonnell to the Ruidoso Public Library

Item Summary:

Donation of Book Collection from Ted and Glenda Bonnell to the Ruidoso Public Library

Financial Impact:

None

Item Discussion:

Donation of Book Collection from Ted and Glenda Bonnell to the Ruidoso Public Library

Recommendations:

To Accept the Donation

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 8.

To: Mayor Crawford and Councilors

Presenter(s): Joshua Long, Street Department Manager

Meeting Date: June 10, 2025

Re: Road Paving Project Update

Item Summary:

Road Paving Project Update

Financial Impact:

None

Item Discussion:

Road Paving Project Update

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

Item Summary:

Discussion and Possible Action on Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

Financial Impact:

Management fees are paid out of rental fees and accounted for in the Affordable Housing Rentals Enterprise Fund's Professional Fees line item (508-520-52006).

Item Discussion:

RFP #2022-010P to Berkshire Hathaway HomeServices Enchanted Lands, Realtors for Property Management Services was ratified on 6/29/22. Agreement was for one year with three renewals. This is the third and final renewal effective July 15, 2025 through July 14, 2026.

Recommendations:

To Approve Second Renewal of Property Management Agreement with Berkshire Hathaway HomeServices Enchanted Lands Realtors for Property Management at 603 and 1114 Mechem Dr., Ruidoso, NM.

ATTACHMENTS:

Description

2nd Renewal - 603 Mechem

2nd Renewal - 1114 Mechem Dr

Property Management Agreement - 603 Mechem Dr

Property Management Agreement - 1114 Mechem Dr

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Berkshire Hathaway HomeServices Enchanted Lands, Realtors (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement, awarded through RFP# 2022-010P, dated July 15, 2022, through July 14, 2025, to rent and manage the property located at 603 Mechem Drive, Ruidoso, NM, pursuant to the terms and conditions set forth in the original Residential Property Management Agreement, attached hereto.

WHEREAS, the parties wish to renew said Agreement for an additional one-year period,

NOW THEREFORE, the parties hereto agree as follows:

1. The agreement is hereby renewed for a period of one (1) year, commencing July 15, 2025, and terminating on July 31, 2026.
2. All other terms and conditions of the agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of June, 2025.

Village of Ruidoso

**Berkshire Hathaway HomeServices
Enchanted Lands, Realtors**

Lynn D. Crawford, Mayor

Kylie Barry

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Berkshire Hathaway HomeServices Enchanted Lands, Realtors (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement, awarded through RFP# 2022-010P, dated August 1, 2022, through July 31, 2025, to rent and manage the property located at 1114 Mechem Dr., Ruidoso, NM, pursuant to the terms and conditions set forth in the original Residential Property Management Agreement, attached hereto.

WHEREAS, the parties wish to renew said Agreement for an additional one-year period,

NOW THEREFORE, the parties hereto agree as follows:

1. The agreement is hereby renewed for a period of one (1) year, commencing August 1, 2025, and terminating on July 31, 2026.
2. All other terms and conditions of the agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of June, 2025.

Village of Ruidoso

**Berkshire Hathaway HomeServices
Enchanted Lands, Realtors**

Lynn D. Crawford, Mayor

Kylie Barry

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

1. **PARTIES** Village of Ruidoso ("Owner")
and Berkshire Hathaway HomeServices Enchanted Lands, REALTORS® ("Brokerage")
do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.

2. **RELATIONSHIP.** By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.

3. **PROPERTY.**

603 Mechem Drive Ruidoso 88345
Address City Zip Code
Lot A, Block 4, Young Heights Subdivision
Legal Description
Or metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.

4. **TERM.** The Term of this Agreement will begin on July 15, 2022 and will terminate at 11:59 pm Mountain Time on July 14, 2025 (Term). Unless written notice of termination is given no later than 90 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 90 days written notice by either Party.

5. **BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY.** Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:

- A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
 - i. The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to \$ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
 - ii. The method of advertising is in Broker's sole discretion subject to this Sub-Paragraph 5(A)(iii).
 - iii. Broker ☐ will OR ☒ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
- B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Broker must enter into a contract with the third-party providing such report which requires the Broker to maintain

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the confidentiality of the information obtained or if Broker is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Broker will not provide such information to Owner.

KL (Owner's Initials)

C. Lease Agreements.

- i. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.
- ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

D. Tenant Concerns. Addressing tenant issues and negotiating tenant disputes.

E. Rents and Deposits. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.

F. Maintenance. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law, to include, performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding \$ 100.00 per item.

G. Eviction.

- i. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action.
- ii. Broker is NOT obligated, but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property.

H. Utilities.

- i. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility.
- ii. Broker shall pay all bills from the trust account provided funds are available.
- iii. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service.

I. Comingling of Funds. Funds of one property ☒ may ☐ may not be used for the benefit of another property owned by Owner.

J. Vacation Rentals.

- i. Collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.
- ii. If gross receipts taxes and/or lodgers' taxes are due, the following person/entity will be responsible for collection, reporting and/or remitting of such taxes ☐ Broker ☐ Owner ☐ the following third-party website advertising/reservation service N/A ☐ Other N/A
- iii. If the taxes are to be collected from the tenant by the Broker or a third party, Owner authorizes Broker or third-party entity to collect and remit the applicable taxes from the tenant.

6. ADDITIONAL BROKER RESPONSIBILITIES.

- A. Maintain records of owner and tenants;
- B. Upon request by Owner, provide all rental agreements to Owner.
- C. Provide ☒ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☐ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☒ Other All requested
- D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☒ will not be interest-bearing. If interest-bearing, ☐ Broker ☐ Owner will receive interest accrued.
- E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 15th day of each month as provided below.

KL KB



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PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021**

- i. For Rentals of 30-Days or longer: Broker's accounting shall include the following:
 - a) the previous month's balance;
 - b) funds deposited by category;
 - c) funds disbursed by category;
 - d) ending balance, and;
 - e) other _____
- ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Paragraph 6(E)(i)), Broker's accounting shall also include the following:
 - a) rental income for the month;
 - b) credit card fees;
 - c) maintenance charges; and
 - d) amount paid in commission to Broker.

7. EXIGENT CIRCUMSTANCES. In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(F) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.

8. OWNER REPRESENTATION. Owner represents and warrants the following:

- A. Owner has full power and authority to enter into this Agreement;
- B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;
- C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;
- D. The Property is zoned for the intended use;
- E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;
- F. Owner ☒ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current OR if any other financial situation exists that could affect a tenant's residency, please explain: _____
- G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☐ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as Exhibit B. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;
- H. That the information supplied by Owner is accurate and correct.

9. COMPENSATION/FEES.

- A. In return for renting and managing the Property, Owner agrees to pay Broker 8% of collected rents

plus, applicable gross receipts taxes in the following manner: NMGRF

Compensation due Broker for periods less than the scheduled rental period shall be prorated.

- B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This



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does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.

- C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Broker under this Agreement Owner will pay Broker (plus applicable gross receipts taxes).

- i. With respect to existing lease: _____
- ii. With respect to renewals: _____
- iii. Other: _____

- D. All other fees charged to Owner: _____

- E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. **FEES RETAINED BY BROKER.** The following fees will be charged to Tenant and retained by Broker unless other- wise noted below:

- ☒ Late Charges: \$50
- ☒ Insufficient Fund Fees: \$25
- ☒ Other: Lock Out Fee
- ☒ Other: Application Fee

11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. ~~Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Broker, but not less than \$ _____. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire and vandalism insurance within _____ days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.~~

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☒ YES ☐ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

- A. **DISCLOSURE AND INFORMATION REQUIREMENTS.** In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

- B. **RENOVATION, REPAIR AND PAINTING.** If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.

13. **COMPLIANCE WITH LAWS.** Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. **OWNER'S OBLIGATIONS.**

- A. **INITIAL DEPOSIT/RESERVE:** Upon signing of this Agreement, Owner shall remit to Broker the sum of \$ TBD as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify



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Owner if he reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than TBD days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/ her/its own funds to pay any disbursements.

- B. SMOKE and CO DETECTORS.** At owner's expense, ☒ smoke detectors ☒ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
- C. PROPERTY LIENS.** Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).
- D. PROPERTY CONDITION REPORT.** Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.
- 15. TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☒ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.
- 16. SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.
- 17. FOREIGN OWNERS.** Is Owner a Foreign Person? ☐ Yes ☒ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.
- If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☒ No.
- If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).
- 18. ASSIGNMENT.**
- A.** This Agreement ☐ may ☒ may not be assigned by Broker. Conditions on Assignment: ☐ none; ☐ only with Owner's consent; ☐ other (list conditions): _____
- B.** This Agreement ☒ may ☐ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Broker's consent; ☐ other (list conditions): _____
- 19. LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.



NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

20. **HOLD HARMLESS CLAUSE.** Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.
21. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.
22. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.
24. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
25. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
26. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
27. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
29. **ADDITIONAL TERMS**
See Exhibit A



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

30. NOTICES AND DEMANDS. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: 616 Mechem Drive Ruidoso NM 88345
Address City ZIP Code

Owner: 313 Cree Meadows Drive Ruidoso NM 88345
Address City ZIP Code

Copy to: _____
Address City ZIP Code

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

Berkshire Hathaway HomeServices Enchanted Landscapes **BROKER**
 Property Management Firm

Broker Name (Print) Kylie Barry Broker ☒ is ☐ is not a REALTOR®
 Broker Signature [Signature] 7/15/22 1:34pm
Date Time
 Email Address kylie@enchantedlandshomes.com

616 Mechem Drive Ruidoso NM 88345
Broker Address City ZIP Code

(575) 257-4011 (575) 257-4011
Broker Home Phone Broker Cell Phone Broker Business Phone Broker Fax

OWNER

Village of Ruidoso
 Owner Name(s) (Print)

Owner Signature _____ Date _____ Time _____
 Owner Signature _____ Date _____ Time _____

Email Address _____

313 Cree Meadows Drive Ruidoso NM 88345
Owner Address City ZIP Code

(575) 258-4343
Owner Home Phone Owner Cell Phone Owner Business Phone Owner Fax

Owner Social Security Number or Tax Identification Number _____

BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
EXHIBIT A - PROPERTY INFORMATION**

OWNER NAME: Village of Ruidoso
PHONE NUMBER(S): _____
PROPERTY ADDRESS: 603 Nechem Drive Ruidoso NM 88345

If there is an EXISTING TENANT, Owner to provide Broker with copies of all Rental Agreements.

Existing Tenant Name: _____
Home Phone: _____ **Work Phone:** _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	\$	<u>TBD</u>	Minimum	\$	<u>TBD</u>	Maximum
Acceptable Lease Term:		<u>TBD</u>	Minimum		<u>1 year</u>	Maximum
Acceptable Renewal Term:		<u>TBD</u>	Minimum		<u>1 year</u>	Maximum

WATER SOURCE: ☒ City ☐ Well.

If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other

Limitations or restrictions on use: _____
 Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☒ City Sewer ☐ Septic. Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO. If yes, are there any conditions: TBD

SECURITY/DAMAGE DEPOSIT: Broker will collect ☒ the equivalent of one month's rent ☐ other amount \$ _____ from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

LAST MONTH'S/PREPAID RENT: Broker ☐ will ☒ will not collect an additional one month's rent from Tenant to be held as last month's rent.

OWNER'S INSURANCE: Insurance Name: _____
 Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE: Owner ☐ does ☒ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

SMOKING: Smoking ☐ is ☒ is not permitted in the Property.

MEDICAL MARIJUANA: Owner ☐ will ☒ will not allow a qualified patient to use medical marijuana in the Property. If Owner will allow smoking, Owner ☐ will ☒ will not allow marijuana to be smoked in the Property. (See Medical Marijuana Information Sheet - NMAR Form 2312).

IF APPLICABLE:

MAILBOX NUMBER: _____ **PARKING SPACE NUMBER:** _____
GATE CODE: _____ **ALARM COMPANY AND CODE:** _____



BERKSHIRE HATHAWAY
HomeServices
Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

This Addendum is part of the Property Management Agreement (the "Agreement")
dated July 15 2022, between BHHS Enchanted Lands Realtors
and Village of Ruidoso
relating to the following Property:
603 Mechem Drive Ruidoso NM 88345
Address City State Zip Code
Lot A, Block 4, Young Heights Subdivision
Legal Description
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The following is added to the Agreement:

One time set up fee of \$1000.00. To be inclusive of all current and future properties entered into management agreement.

Broker not responsible for damage caused by tenant.

Broker not responsible for changes in market condition.

Broker not responsible for uncollected judgements/evictions.

Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance costs that will not be the responsibility of the tenant.

Proceeds will be sent out on the 15th of each month. Deposits of proceeds may be delayed due to weekends and banking holidays.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

Signature Kylie Barry Date 7/15/22 Time 1:35pm
Kylie Barry

Signature _____ Date _____ Time _____

SELLER/LANDLORD/OWNER SIGNATURE

Signature [Signature] Date 07/12/22 Time 2:15pm
Village of Ruidoso

Signature _____ Date _____ Time _____



BERKSHIRE HATHAWAY
HomeServices

Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

This Amendment is part of the Property Management Agreement (the "Agreement")
dated July 15 2022, between BHHS Enchanted Lands Realtors
and Village of Ruidoso
relating to the following Property:

<u>603</u>	<u>Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address		City	State	Zip Code
<u>Lot A, Block 4, Young Heights Subdivision</u>				
Legal Description				

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico. The Agreement is
changed as follows:

Section 20 of Management Agreement (Hold Harmless Clause) to be omitted from agreement as written.

Both parties to this agreement agree to hold each other harmless from all damages, suits and costs incurred with the management of the property. All involved broker's, employees, subcontractors, subagents of representatives shall be held harmless. Neither party shall be held liable for persons engaged to perform services or improvements to the property.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

Signature Kylie Barry Date 7/15/22 Time 1:35pm

Signature _____ Date _____ Time _____

SELLER/LANDLORD/OWNER SIGNATURE

Signature Village of Ruidoso Date 7/12/2022 Time 2:15pm

Signature _____ Date _____ Time _____

EXHIBIT "A"

ADDITIONAL TERMS

1. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Village of Ruidoso (hereinafter referred to as the "Procuring Agency") to Berkshire Hathaway Home Services Enchanted Lands Realtors (hereinafter referred to as the "Contractor"). The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

2. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

3. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) In accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer

or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

4. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced

funding.

5. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

6. Penalties for violation of law.

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

7. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

8. Workers Compensation.

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

9. Applicable Law.

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

10. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

11. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

12. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

13. Non-Collusion.

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

14. Succession.

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

15. Headings.

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

16. Default/Breach.

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

17. Equitable Remedies.

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

18. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain

for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

19. Employee Pay Equity Reporting.

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

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

20. Default and Force Majeure.

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes

include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

21. Assignment.

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

22. Subcontracting.

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

23. Inspection of Plant.

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

24. Release.

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

25. Confidentiality.

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

26. Contractor Personnel.

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

[Insert Contractor Staff Name(s)]

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

27. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

28. Inspection of Services.

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

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

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

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

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase

in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

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

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

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

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

29. Insurance.

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

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

30. Inspection of Public Records Act.

Contractor acknowledges that all records related to this Property Management Agreement are subject to the New Mexico Inspection of Public Records Act, and Contractor agrees to maintain copies of all such records indefinitely, unless otherwise provided in writing by the Procuring Agency.



BERKSHIRE HATHAWAY

HomeServices

Lynch Realty

**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020**

Federal law requires Landlord to provide to Tenant all disclosures set forth in this Addendum AND to receive acknowledgment from Tenant that Tenant has received these disclosures PRIOR TO full execution of the Rental Agreement.

This Disclosure and Acknowledgment will be attached as Addendum No. One to the Rental Agreement between the Landlord and Tenant, dated _____, Relating to the following Property:

603 Mechem Drive Address Ruidoso City 88345 Zip Code
Lot A, Block 4, Young Heights Subdivision Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, County, New Mexico.

1. LEAD WARNING STATEMENT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

2. OWNER'S DISCLOSURE.

A. Presence of lead-based paint and/or lead-based paint hazards:

_____ 1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ 2. Owner has no knowledge of lead-based paint and/or lead-based paint hazards.

B. Records and reports available to the Owner:

_____ 1. Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, (List documents below).

☒ 2. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. TENANT'S ACKNOWLEDGEMENT.

A. ☒ Tenant has received the Lead-Based Paint Warning Statement, the Owner's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Owner's Disclosures referenced in Paragraph 2(B).

B. ☒ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

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**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020**

4. AGENT'S CERTIFICATION

- A. ☒ Broker has informed Owner of his obligations under Sec. 42 U.S.C.A. 4852d to:
- 1) Provide Tenant with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
 - 2) Complete this Lead-based Paint Addendum before giving it to Tenant;
 - 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
 - 4) Deliver to Tenant a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
 - 5) Retain a completed copy of this commencement of the leasing period for at least three (3) years following the closing of the sale.
- B. _____ Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

This form is not required for zero-bedroom units, leases for less than 100 days where no renewal or extension can occur, housing exclusively for the elderly or disabled (unless children live there), rental housing that has been inspected by a certified inspector and found to be freed of a lead-based paint; renewals of leases where disclosure has taken place and no new information has become available.


Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

OWNER

Owner Signature  _____ Date _____ Time _____

Owner Signature _____ Date _____ Time _____

Owner Name(s) (Print) **Village of Ruidoso** _____

Owner Address **313 Cree Meadows Drive** _____ **Ruidoso** _____ **NM** _____ **89345** _____

Owner Home Phone **(575) 258-4343** _____ Business Phone _____ Fax _____ Email Address _____

TENANT

Tenant Signature _____ Date _____ Time _____

Tenant Signature _____ Date _____ Time _____

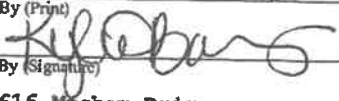
Tenant Name(s) (Print) _____

Tenant Address _____ City _____ State _____ Zip Code _____

Tenant Home Phone _____ Business Phone _____ Fax _____ Email Address _____

**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020**

LANDLORD/BROKER

Landlord/Broker Firm				<u>Berkshire Hathaway HomeServices Enchanted Lands, REALTORS®</u>			
By (Print)		<u>Kylie Barry</u>		<input checked="" type="checkbox"/> Broker <input type="checkbox"/> is not a REALTOR®			
By (Signature)				Date		Time	
				<u>7/5/22</u>		<u>1:33pm</u>	
Address		City		State		Zip Code	
<u>616 Mechem Drive</u>		<u>Ruidoso</u>		<u>NM</u>		<u>88345</u>	
Business Phone		Fax		Email Address			
<u>(575) 257-4011</u>				<u>kylie@enchantedlandshomes.com</u>			



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021 PART I - BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to **ALL** buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART II - OTHER DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? _____ YES ☒ NO If "YES", explain:
3. **MATERIAL INTEREST/RELATIONSHIP.** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? _____ YES ☒ NO. If "YES", describe that relationship:
4. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)	Form of Delivery of Act	Rec'd
 Signature _____ Village of Ruidoso	07/12/2022 <input checked="" type="checkbox"/> Electronic _____ Date _____ Email Address _____	OR <input type="checkbox"/> Hard-Copy _____
Signature _____ Date _____	<input type="checkbox"/> Electronic _____ Email Address _____	OR <input type="checkbox"/> Hard-Copy _____
Signature _____ Date _____	<input type="checkbox"/> Electronic _____ Email Address _____	OR <input type="checkbox"/> Hard-Copy _____
Broker Name Kylie Barry		



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

1. **PARTIES** Village of Ruidoso ("Owner")
and Berkshire Hathaway HomeServices Enchanted Lands, REALTORS® ("Brokerage")
do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.
 2. **RELATIONSHIP.** By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.
 3. **PROPERTY.**
1114 Mechem Drive
Address Ruidoso 88345
Lots 6, 7, 10 of H.F. Investors Tract City Zip Code
Legal Description
Or metes and bounds description attached as Exhibit _____, _____ County, New Mexico.
- PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.
4. **TERM.** The Term of this Agreement will begin on August 1, 2022 and will terminate at 11:59 pm Mountain Time on July 31, 2025 (Term). Unless written notice of termination is given no later than 90 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 90 days written notice by either Party.
 5. **BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY.** Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:
 - A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
 - i. The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to \$ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
 - ii. The method of advertising is in Broker's sole discretion subject to this Sub-Paragraph 5(A)(iii).
 - iii. Broker ☐ will OR ☒ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
 - B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Broker must enter into a contract with the third-party providing such report which requires the Broker to maintain

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NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

the confidentiality of the information obtained or if Broker is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Broker will not provide such information to Owner.

OL (Owner's Initials)

C. Lease Agreements.

- i. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.
- ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

D. Tenant Concerns. Addressing tenant issues and negotiating tenant disputes.

E. Rents and Deposits. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.

F. Maintenance. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law, to include, performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding \$ 100.00 per item.

G. Eviction.

- i. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action.
- ii. Broker is NOT obligated, but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property.

H. Utilities.

- i. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility.
- ii. Broker shall pay all bills from the trust account provided funds are available.
- iii. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service.

I. Comingling of Funds. Funds of one property ☒ may ☐ may not be used for the benefit of another property owned by Owner.

J. Vacation Rentals.

- i. Collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.
- ii. If gross receipts taxes and/or lodgers' taxes are due, the following person/entity will be responsible for collection, reporting and/or remitting of such taxes ☐ Broker ☐ Owner ☐ the following third-party website advertising/reservation service N/A ☐ Other N/A.
- iii. If the taxes are to be collected from the tenant by the Broker or a third party, Owner authorizes Broker or third-party entity to collect and remit the applicable taxes from the tenant.

6. ADDITIONAL BROKER RESPONSIBILITIES.

- A. Maintain records of owner and tenants;
- B. Upon request by Owner, provide all rental agreements to Owner.
- C. Provide ☒ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☐ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☒ Other All requested.
- D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☒ will not be interest-bearing. If interest-bearing, ☐ Broker ☐ Owner will receive interest accrued.
- E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 15th day of each month as provided below.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

- i. For Rentals of 30-Days or longer: Broker's accounting shall include the following:
 - a) the previous month's balance;
 - b) funds deposited by category;
 - c) funds disbursed by category;
 - d) ending balance, and;
 - e) other _____.
 - ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Para- graph 6(E)(i)), Broker's accounting shall also include the following:
 - a) rental income for the month;
 - b) credit card fees;
 - c) maintenance charges; and
 - d) amount paid in commission to Broker.
- 7. EXIGENT CIRCUMSTANCES.** In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(F) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.
- 8. OWNER REPRESENTATION.** Owner represents and warrants the following:
- A. Owner has full power and authority to enter into this Agreement;
 - B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;
 - C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;
 - D. The Property is zoned for the intended use;
 - E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;
 - F. Owner ☐ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current OR if any other financial situation exists that could affect a tenant's residency, please explain: _____
 - G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☐ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as Exhibit B. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;
 - H. That the information supplied by Owner is accurate and correct.
- 9. COMPENSATION/FEES.**
- A. In return for renting and managing the Property, Owner agrees to pay Broker 8% of collected rents plus, applicable gross receipts taxes in the following manner: NMERT
 Compensation due Broker for periods less than the scheduled rental period shall be prorated.
 - B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This

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NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.

- C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Broker under this Agreement Owner will pay Broker (plus applicable gross receipts taxes).

i. With respect to existing lease: _____

ii. With respect to renewals: _____

iii. Other: _____

- D. All other fees charged to Owner: _____

- E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. **FEES RETAINED BY BROKER.** The following fees will be charged to Tenant and retained by Broker unless other- wise noted below:

☒ Late Charges: \$50

☒ Insufficient Fund Fees: \$25

☒ Other: Lock Out Fee

☒ Other: Application Fee

11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Broker, but not less than \$_____. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire and vandalism insurance within _____ days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☐ YES ☒ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

A. **DISCLOSURE AND INFORMATION REQUIREMENTS.** In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

B. **RENOVATION, REPAIR AND PAINTING.** If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.

13. **COMPLIANCE WITH LAWS.** Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. **OWNER'S OBLIGATIONS.**

A. **INITIAL DEPOSIT/RESERVE:** Upon signing of this Agreement, Owner shall remit to Broker the sum of \$ TBD as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify



NEW MEXICO ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

Owner if he reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than TBD days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/ her/its own funds to pay any disbursements.

- B. SMOKE and CO DETECTORS.** At owner's expense, ☐ smoke detectors ☐ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
- C. PROPERTY LIENS.** Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).
- D. PROPERTY CONDITION REPORT.** Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.
- 15. TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☐ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.
- 16. SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.
- 17. FOREIGN OWNERS.** Is Owner a Foreign Person? ☐ Yes ☒ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.
- If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☒ No.
- If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).
- 18. ASSIGNMENT.**
- A.** This Agreement ☐ may ☒ may not be assigned by Broker. Conditions on Assignment: ☐ none; ☐ only with Owner's consent; ☐ other (list conditions): _____
- B.** This Agreement ☒ may ☐ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Broker's consent; ☐ other (list conditions): _____
- 19. LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

20. **HOLD HARMLESS CLAUSE.** Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.
21. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.
22. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.
24. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
25. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
26. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
27. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
29. **ADDITIONAL TERMS**
See Exhibit A, Exhibit B



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

30. NOTICES AND DEMANDS. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: <u>616 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>
Owner: <u>313 Cree Meadows Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>
Copy to: _____	_____		_____
<small>Address</small>	<small>City</small>		<small>ZIP Code</small>

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

Berkshire Hathaway HomeServices Enchanted Landscapes
Property Management Firm

Broker Name (Print) Kylie Barry Broker ☒ is ☐ is not a REALTOR®
 Broker Signature Kylie Barry 07/27/22 11:29 AM
Date Time
 Email Address kylie@enchantedlandshomes.com
 Broker Address 616 Mechem Drive Ruidoso NM 88345
City ZIP Code
 Broker Home Phone _____ Broker Cell Phone _____ Broker Business Phone (575) 257-4011 Broker Fax _____

OWNER

Owner Name (Print) Village of Ruidoso
 Owner Signature [Signature] 8/15/22 2:30 PM
Date Time
 Owner Signature _____
Date Time
 Email Address _____
 Owner Address 313 Cree Meadows Drive Ruidoso NM 88345
City ZIP Code
 Owner Home Phone _____ Owner Cell Phone _____ Owner Business Phone (575) 258-4343 Owner Fax _____
 Owner Social Security Number or Tax Identification Number _____

BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
EXHIBIT A - PROPERTY INFORMATION**

OWNER NAME: Village of Ruidoso
PHONE NUMBER(S): _____
PROPERTY ADDRESS: 1114 Mechem Drive Ruidoso NM 88345

If there is an EXISTING TENANT, Owner to provide Broker with copies of all Rental Agreements.

Existing Tenant Name: _____
Home Phone: _____ **Work Phone:** _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	\$ <u>Exhibit B</u> Minimum	\$ <u>Exhibit B</u> Maximum
Acceptable Lease Term:	<u>TBD</u> Minimum	<u>1 year</u> Maximum
Acceptable Renewal Term:	<u>TBD</u> Minimum	<u>1 year</u> Maximum

WATER SOURCE: ☒ City ☐ Well.

If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other

Limitations or restrictions on use: _____
 Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☒ City Sewer ☐ Septic. Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO. If yes, are there any conditions: TBD

SECURITY/DAMAGE DEPOSIT: Broker will collect ☒ the equivalent of one month's rent ☐ other amount \$ _____ from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

LAST MONTH'S/PREPAID RENT: Broker ☐ will ☒ will not collect an additional one month's rent from Tenant to be held as last month's rent.

OWNER'S INSURANCE: Insurance Name: _____
 Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE: Owner ☐ does ☒ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

SMOKING: Smoking ☐ is ☒ is not permitted in the Property.

MEDICAL MARIJUANA: Owner ☐ will ☒ will not allow a qualified patient to use medical marijuana in the Property. If Owner will allow smoking, Owner ☐ will ☒ will not allow marijuana to be smoked in the Property. (See Medical Marijuana Information Sheet - NMAR Form 2312).

IF APPLICABLE:

MAILBOX NUMBER: _____ **PARKING SPACE NUMBER:** _____
GATE CODE: _____ **ALARM COMPANY AND CODE:** _____



BERKSHIRE HATHAWAY
HomeServices

Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

This Addendum is part of the Property Management Agreement (the "Agreement")
dated August 1 2022, between BHHS Enchanted Lands
and Village of Ruidoso

relating to the following Property:

<u>1114 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address	City	State	Zip Code

Lots 6, 7, 10 of H.F. Investors Tract

Legal Description

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The following is added to the Agreement:

Broker not responsible for damage caused by tenant.

Broker not responsible for changes in market condition.

Broker not responsible for uncollected judgements/evictions.

Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance costs that will not be the responsibility of the tenant.

Proceeds will be sent out on the 15th of each month. Deposits of proceeds may be delayed due to weekends or banking holidays.

Exhibit B, rent calculator, will be provided to broker and all rents for property located at 1114 Mechem Drive will be charged according to Exhibit B.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. One - 2020

If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

<small>Authentisign</small>  <small>Signature</small>	Kylie Barry	07/27/22 <small>Date</small>	11:29 AM <small>Time</small>
--	--------------------	--	--

<small>Signature</small>	<small>Date</small>	<small>Time</small>
--------------------------	---------------------	---------------------

SELLER/LANDLORD/OWNER SIGNATURE

 <small>Signature</small>	Village of Ruidoso	8/15/22 <small>Date</small>	12:30pm <small>Time</small>
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<small>Signature</small>	<small>Date</small>	<small>Time</small>
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BERKSHIRE HATHAWAY
HomeServices
Lynch Realty

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

This Amendment is part of the Property Management Agreement (the "Agreement")
dated August 1 2022, between BHHS Enchanted Lands
and Village of Ruidoso

relating to the following Property:

<u>1114 Mechem Drive</u>	<u>Ruidoso</u>	<u>NM</u>	<u>88345</u>
Address	City	State	Zip Code
<u>Lots 6, 7, 10 of H.F. Investors Tract</u>			
Legal Description			

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico. The Agreement is

changed as follows:

Section 20 of management agreement (Hold Harmless Clause) to be omitted from agreement as written.

Both parties to this agreement agree to hold each other harmless from all damages, suits and costs incurred with the management of the property. All involved brokers, employees, subcontractors, subagents of representatives shall be held harmless. Neither party shall be held liable for persons engaged to perform services or improvements to the property.

Section 11 of management agreement (Insurance) shall be omitted from agreement as written.

Property owner agrees to carry at own expense adequate insurance against damage and liability for loss, damage or injury to property or persons which may arise out of the occupancy, management, operation or maintenance of the property. The deductible required under any insurance policy shall be owner's expense.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL AMENDMENT No. One - 2020

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE		
Authenticator <i>Kylie Barry</i> Signature Kylie Barry	07/27/22 Date	11:29 AM Time
Signature 		
SELLER/LANDLORD/OWNER SIGNATURE		
Signature Village of Ruidoso	8/15/22 Date	12:30 PM Time
Signature	Date	Time

EXHIBIT "A"

ADDITIONAL TERMS

1. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Village of Ruidoso (hereinafter referred to as the "Procuring Agency") to Berkshire Hathaway Home Services Enchanted Lands Realtors (hereinafter referred to as the "Contractor"). The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

2. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

3. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer

or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

4. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced

funding.

5. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

6. Penalties for violation of law.

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

7. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

8. Workers Compensation.

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

9. Applicable Law.

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

10. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

11. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

12. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

13. Non-Collusion.

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

14. Succession.

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

15. Headings.

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

16. Default/Breach.

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

17. Equitable Remedies.

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

18. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain

for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

19. Employee Pay Equity Reporting.

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

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

20. Default and Force Majeure.

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes

include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

21. Assignment.

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

22. Subcontracting.

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

23. Inspection of Plant.

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

24. Release.

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

25. Confidentiality.

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

26. Contractor Personnel.

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

[Insert Contractor Staff Name(s)]

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

27. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

28. Inspection of Services.

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

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

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

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

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase

in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

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

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

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

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

29. Insurance.

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

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

30. Inspection of Public Records Act.

Contractor acknowledges that all records related to this Property Management Agreement are subject to the New Mexico Inspection of Public Records Act, and Contractor agrees to maintain copies of all such records indefinitely, unless otherwise provided in writing by the Procuring Agency.



NEW MEXICO ASSOCIATION OF REALTORS® PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021 PART I - BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to **ALL** buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART II - OTHER DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? _____ YES ☒ NO If "YES", explain:
3. **MATERIAL INTEREST/RELATIONSHIP.** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? _____ YES ☒ NO. If "YES", describe that relationship:
4. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)	Form of Delivery of Act	Rec'd
<div style="display: flex; justify-content: space-between;"> <div>Signature </div> <div>Date _____</div> </div> <p style="margin-left: 40px;">Village of Ruidoso</p>	<input checked="" type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>	<input type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>	<input type="checkbox"/> Electronic _____ <div style="margin-left: 100px;">Email Address _____</div>	OR <input type="checkbox"/> Hard-Copy _____
Broker Name Kylie Barry		

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 2.

To: Mayor Crawford and Councilors

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Item Summary:

Discussion and Possible Action on Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Financial Impact:

The funds are budgeted in the FY 2026 General Fund's Legislative Department's Contract Services line item (101-010-52000) in the amount of \$46,147.00.

Item Discussion:

Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

Recommendations:

To Approve Professional Services Agreement with Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of \$46,000.00.

ATTACHMENTS:

Description

Agreement with RMA

2025-2026 Work Plan

RUIDOSO MIDTOWN ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT

with

VILLAGE OF RUIDOSO

This Professional Services Agreement ("this Agreement") is effective July 1, 2025, between the Village of Ruidoso, New Mexico, a municipal corporation (the "Village") whose notice address is 313 Cree Meadows Drive, Ruidoso New Mexico, 88345, and the Ruidoso Midtown Association ("Contractor") acting designate for the Ruidoso MainStreet Affiliate whose notice address is PO Box 1035 Ruidoso NM, 88345 (collectively known as the "Parties").

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

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

Activities Reflecting Village Funds

I. Scope of Services: Activities Reflecting Village Funds

A. Core Services

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

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

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

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

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

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

Tasks to be completed in FY26:

Economic Vitality

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

Promotion

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

Design

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

Organization

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

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

Tasks to be completed in FY26:

Economic Vitality

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

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

Promotion

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

Design

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

Organization

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

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

Tasks to be completed in FY 25-26:

****See 2026 Work Plan Attached****

Indicators:

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

II. COMPENSATION

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

A. Compensation Generally

- (1) In consideration of a biannual MOU executed July 2024 between the Village of Ruidoso, the New Mexico MainStreet Program and Ruidoso Midtown Association or other similar instruments of commitment, and in exchange for services rendered as specified in the scope of work above, the Village shall pay to the Contractor to sum of \$46,000.00 for the fiscal year 2026.
- (2) For each fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the Village.

B. Method of Payment

The Village shall pay Contractor in equal quarterly installments of \$11,500.00. The Contractor shall submit an invoice each quarter in accordance with Village procurement codes. The Village shall pay the Contractor within 30 days of receiving the invoice.

C. Other Funding

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

IV. CONTRACTOR POLICIES

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

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

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

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

V. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning July 1, 2025 and ending on June 30, 2026 ("Term"), unless terminated pursuant to Sections V and VI (below). The Agreement may be renewed or amended annually by consent of the Village, Contractor and New Mexico MainStreet.

VI. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VI.ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

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

3. EVENTS OF DEFAULT

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

2. EFFECT OF DEFAULT

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

3. INDEMNIFICATION

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

4. APPROPRIATIONS

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

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement, The

Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. SUBCONTRACTING

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

7. NO THIRD-PARTY BENEFICIARIES

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

8. SEVERABILITY AND SURVIVAL

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

9. RELEASE

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

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

11. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or Village employee have been followed.

12. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. NOTICE

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

14. EQUAL OPPORTUNITY COMPLIANCE

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

15. WORKERS COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Village reserves the right to terminate this Agreement.

16. APPLICABLE LAW

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

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

IN WITNESS WHEREOF , the parties have executed this Agreement as of this _____ day of June, 2025.

VILLAGE

CONTRACTOR

Governing Body of the Village of Ruidoso

Ruidoso Midtown Association

Lynn D. Crawford – Mayor

Chris Stettheimer - President

ATTEST

Jini S. Turri, MMC
Village Clerk



RUIDOSO MIDTOWN

— ASSOCIATION —

A COMMUNITY REVITALIZATION NONPROFIT

2025-26 Work Plan

Ruidoso Midtown Association Mission & Vision

Mission: Ruidoso Midtown Association leads a movement to strengthen our community through preservation-based economic development in Ruidoso's Midtown commercial district.

- **Vision:** We believe Main Streets are for everyone. At the core of our approach to revitalization is a commitment to creating a place of shared prosperity, equal access to opportunity and inclusive engagement.

Strategic Direction

During the May 2025 meeting it was identified by the board that in order for our Midtown district to remain successful, we need to be targeting locals and tourists alike. The off season is a perfect time to focus on the locals, and during the peak season, public safety and wellness has become a concern. We will outline how multiple projects will serve both of these Economic Transformation Strategies.

ETS #1	Continue to re-establish the Midtown district as a place for locals to engage during the off seasons by helping to add more foot traffic, which inturn helps the workforce.
ETS #1 Outcomes	
ETS #2	Recognize that public safety is vital to the economic growth and stability of the Midtown district.
ETS #2 Outcomes	
CBS	Foster the organization with all necessary tools & resources to meet our mission.
CBS Outcomes	

Strategy Implementation

Ruidoso Midtown Association has identified two distinct Economic Transformation Strategies, many of the organization's projects support both ETS #1, #2 and Capacity-Building Strategy.

Ruidoso Midtown Association Annual Work Plan 2025-26

Projects, Actions and Tasks (what)	Key Performance Indicators (Metrics)	Responsibility (who)	Timeline (when)	Cost/ Revenue	Volunteer Needs	Strategy Support	Notes
Halloween (P/EV)							
Pumpkin Roll & Coffin Race (MidtownHalloween)	To bring locals to the Midtown district, also bringing people from surrounding villages/cities.	RMA	Annually	\$5,000	RMA/Locals	ETS 1&@ CBS	
Quarterly Mixers (P/EV)							
Quarterly Mixers	Engage with Midtown and outside businesses as a collective. This serves as a business reunion (If you will) of the Village of Ruidoso.	RMA	Annually	\$2,000	RMA/Locals	ETS 1&2 CBS	
Brewdoso (D/O/P/EV)							
Vendors	Number of vendor sites sold.	RMA	Annually	\$750.00	RMA/Locals	ETS 1&2 CBS	
Ticket Sales	Number of people engaging in the event with the number of tickets sold.	RMA	Annually	\$35.00 per ticket	RMA/Locals	ETS 1&2 CBS	
Event Budgeting	Security, advertising, entertainment, merch giveaway (Glasses, Koozies) and merch purchases.	RMA, VOR, Parks & Rec	Annually	\$21,000	RMA/Locals	ETS 1&2 CBS	
Dog Parade & Ice Cream Krank-off (D/O/P/EV)							
Dog Parade & Ice Cream Krank-off (Early May)	Attract Ruidoso locals & involve Midtown businesses in a community pet friendly and ol' fashioned ice cream Krank-off.	RMA & The Humane Society	Annually	\$5,000	RMA/Humane Society	ETS 1&2 CBS	
Signage Updates (D/O/P/EV)							
Regularly Update Signage	Updated currently for locals & tourists, promoting Midtown and Ruidoso.	Midtown/VOR/ Parks & Rec	Weekly	\$9,000	Midtown/VO/ Parks & Rec	ETS 1&2 CBS	
GOVERNMENTAL COMPLIANCE (O)							
FEDERAL							

File Annual Form IRS 990	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
Pay payrolls taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
STATE							
File NM Attorney General registration	Submitted on time	RMA	Annually		RMA	CBS	
Filed NM Secretary of State registration	Submitted on time	RMA	Annually		RMA	CBS	
Pay payroll taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
NMMS							
Execute Memorandum of Understanding (biannual)	Executed on time	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete annual board member & staff meeting attendance requirements	Number of required meetings attended by board and staff.	RMA	Annually		RMA	CBS	
Participate in Annual Program Review & Accreditation Process	Compliance docs submitted on time. Meetings successfully arranged, and attendees solicited. Number of board members in attendance, 8+ partner surveys received. Designated Main Street America Accredited program.	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete Annual Budget & Salary Survey	Accurately complete on time.	RMA	Annually		RMA	CBS	
Submit quarterly reports	Submitted reports on time.	Executive Director	July 1, October 1, January 1, April 1		Executive Director	CBS	
CITY, COUNTY & BID							

Execute annual scope of services contract	Submitted contract at the beginning of each fiscal year.	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly activity reports	Council Meetings	RMA/VOR	Monthly		RMA/VOR	CBS	
Submit BID funding request	Council Meetings	RMA/VOR	Annually		RMA/VOR	CBS	
Submit lodger's tax request	During Lodgers Committee Meeting	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly lodger's tax reports	As Needed	RMA/VOR	Annually		RMA/VOR	CBS	
ORGANIZATION & OPERATIONAL MAINTENANCE (O)							
ORGANIZATIONAL OPERATIONS							
Evaluate executive director	RMA Board (No ED)	RMA	Annually		RMA Board	CBS	
Update annual budget	RMA	RMA	Annually		RMA	CBS	
Review bylaws	RMA	RMA	Annually		RMA	CBS	
ORGANIZATIONAL PLANNING							
Evaluate previous year's work	RMA	RMA	Annually		RMA	CBS	
Evaluate ETS/CBS outcomes	RMA	RMA	Annually		RMA	CBS	
Update annual work plan	RMA	RMA	Annually		RMA	CBS	
TOTALS				STC			

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 3.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director
Jaquelyne Pena, Water Resource Manager

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

Item Summary:

Discussion and Possible Action on Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

Financial Impact:

Contractor will be issued a Task Order for services to be performed. Each task order will be presented to Council for expenditure approval. Task orders will be paid out of the SGRT Special Revenue Fund.

Item Discussion:

Potential work may include, but is not limited to:

- Water modeling, system flow calculations, water rights accounting, determining depletion effects, effluent credits, and return flow plans.
- Groundwater modeling, well and surface interconnectivity, hydro stratigraphic effects, drawdown computations, and estimates of long-term sustainability. Provide guidance to Village staff for diversion and water resource management.
- Geology and ground/surface water issues for Eagle Creek and Rio Ruidoso basins (where Village of Ruidoso diversions are), and the Tularosa and Lower Pecos basins.
- Provide support documentation and testimony in water rights filings, transfers, and water right issues.
- Working with the personnel, policies and procedures of the Office of the State Engineer, the Interstate Stream Commission, New Mexico Environmental Department, US Army Corps, and the Environmental Protection Agency.
- Working with the adjacent Federal Forest Lands and Tribal Authority Lands regarding the implications of well supply, surface water supply, and water rights issues, both from a legal and practical view.

- Well design, specification, bidding, and construction supervision.
- Supporting special projects for the Village including wastewater reuse, underground storage and recovery, source water protection, watershed health, and inflow and infiltration study.
- Supporting data collection and monitoring.

Recommendations:

To Approve Agreement with John Shomaker and Associates, Inc for Hydrogeological Water Supply and Water Rights Consultant Services Awarded through RFP #2025-010P.

ATTACHMENTS:

Description

Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR HYDROGEOLOGICAL WATER
SUPPLY AND WATER RIGHTS CONSULTANT SERVICES**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and John Shomaker and Associates, Inc, hereinafter referred to as the "Consultant" and collectively the "Parties".

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

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

John Shomaker and Associates, Inc
ATTN: Roger Peery
Title: CEO/Principal Hydrogeologist
Street: 2611 Broadbent Parkway NE
City, State, Zip: Albuquerque, NM 87107
Phone: 505-318-3822
Email: rpeery@shomaker.com

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

WHEREAS, all terms and conditions of the RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant Services and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

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

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective June 10, 2025, through June 9, 2026, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

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

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

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

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

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

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

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

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

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Consultant Personnel.

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

Roger Peery

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

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

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

37. Inspection of Services.

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

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

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

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

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

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

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

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

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. NFE contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

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


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

SIGNATURES:

Village of Ruidoso:

Consultant:

Lynn D. Crawford, Mayor



Roger Peery, CEO/Principal
Hydrogeologist

Date: _____

Date: May 7, 2025

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX F – DETAILED SCOPE OF WORK

RFP #2025-010P Hydrogeological Water Supply and Water Rights Consultant Services

The Village of Ruidoso intends to contract with one or more firm(s) to perform Hydrogeological consultation for water resource, water supply, and water rights issues. It is intended that this contract will be for an initial period beginning with the date of the contract signing and ending one calendar year later with an option to renew yearly thereafter for three (3) additional one-year periods.

All tasks will be accomplished after issuance and approval of a specific task order.

Potential work may include, but is not limited to:

1. Water modeling, system flow calculations, water rights accounting, determining depletion effects, effluent credits, and return flow plans.
2. Groundwater modeling, well and surface interconnectivity, hydro stratigraphic effects, drawdown computations, and estimates of long-term sustainability. Provide guidance to Village staff for diversion and water resource management.
3. Geology and ground/surface water issues for Eagle Creek and Rio Ruidoso basins (where Village of Ruidoso diversions are), and the Tularosa and Lower Pecos basins.
4. Provide support documentation and testimony in water rights filings, transfers, and water right issues.
5. Working with the personnel, policies and procedures of the Office of the State Engineer, the Interstate Stream Commission, New Mexico Environmental Department, US Army Corps, and the Environmental Protection Agency.
6. Working with the adjacent Federal Forest Lands and Tribal Authority Lands regarding the implications of well supply, surface water supply, and water rights issues, both from a legal and practical view.
7. Well design, specification, bidding, and construction supervision.
8. Supporting special projects for the Village including wastewater reuse, underground storage and recovery, source water protection, watershed health, and inflow and infiltration study.
9. Supporting data collection and monitoring.



SCHEDULE OF CONSULTING FEES

FY 2026 through FY 2027 HOURLY RATES

Hydrogeologic investigations, field services, meetings, preparation of reports, telephone consultation, and travel time.

Senior Principal Hydrogeologist	\$240.00/hr
Principal Hydrogeologist/Geochemist/Hydrologist	195.00/hr
Senior Hydrogeologist/Geochemist	150.00/hr
Project Hydrogeologist/Hydrologist	120.00/hr
Staff Hydrogeologist Level III	105.00/hr
Staff Hydrogeologist Level II.....	95.00/hr
Staff Hydrogeologist Level I.....	90.00/hr
GIS/AutoCAD Analyst	100.00/hr
GIS/AutoCAD Technician	80.00/hr
Report or Graphics Specialist	75.00/hr
Project Assistant	50.00/hr
Administrator/Project Coordinator	60.00/hr

FY 2028 through FY 2029 HOURLY RATES

Hydrogeologic investigations, field services, meetings, preparation of reports, telephone consultation, and travel time.

Senior Principal Hydrogeologist	\$240.00/hr
Principal Hydrogeologist/Geochemist/Hydrologist	200.00/hr
Senior Hydrogeologist/Geochemist	155.00/hr
Project Hydrogeologist/Hydrologist	125.00/hr
Staff Hydrogeologist Level III	110.00/hr
Staff Hydrogeologist Level II.....	100.00/hr
Staff Hydrogeologist Level I.....	90.00/hr
GIS/AutoCAD Analyst	100.00/hr
GIS/AutoCAD Technician	80.00/hr
Report or Graphics Specialist	80.00/hr
Project Assistant	50.00/hr
Administrator/Project Coordinator	60.00/hr

EXPENSES

Per Diem (lodging and meals)	per State or Federal rate*
Lodging (in lieu of per diem)	at cost
Automobile, per mile	per State or Federal rate
Automobile, rental	at cost plus fuel
Field-Office Trailer, rental	cost plus 10%
Field Meters, Computers, Well Sounders each per day	15.00
Water-Level Transducer and Logger, per day	75.00
Bennett Pneumatic Sample Pump, per day	500.00
Photocopies, each	0.06

* *subject to increase or decrease based on location of project and State per diem rates*

All fees and expenses are subject to New Mexico Gross-Receipts tax. Lodging and meals will be invoiced at a daily per diem rate, or at cost, as negotiated. Travel by public transportation, and all third-party charges such as drilling, contract labor, rental equipment, and laboratory work will be invoiced at actual cost plus 10 percent. Terms are net 30 days. Interest at 1.5 percent per month may be charged on past-due balances.

Unless otherwise agreed beforehand, original manuscripts, field notes, and other such materials will remain the property of John Shomaker & Associates, Inc. Information specifically related to work done for a client will be considered confidential.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 4.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Item Summary:

Discussion and Possible Action on Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Financial Impact:

Funds are budgeted in the General Fund's Legislative Department's Legal Fees line item (101-010-52001) in the amount of \$160,000.00.

Item Discussion:

Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

Recommendations:

To Approve Professional Services Contract with Zach Cook for Legal Services for the Village of Ruidoso.

ATTACHMENTS:

Description

Professional Services Contract - Zach Cook

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into on the 10th day of June, 2025, by and between the **VILLAGE OF RUIDOSO**, hereinafter referred to as “**VILLAGE**” and **ZACH COOK, LLC.**, hereinafter referred to as “**CONTRACTOR**”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. Scope of Work and Compensation

- A) **Basic Legal Services:** Contractor shall provide legal services, including but not limited to the following:
- a. Preparation, review and analysis of ordinances and resolutions
 - b. Analysis of legal issues
 - c. Review and analysis of items on the Council agenda prior to meetings
 - d. Interpretation of existing laws and ordinances
 - e. Preparation, review and analysis of legal documents, letters, responses to tort claims and requests for public records
 - f. Interpretation of existing legal documents, agreements, contracts, etc.
 - g. Attendance at designated public meetings which will include VILLAGE Council. Workshop. Planning and Zoning, Joint Utility Board and Consolidated Dispatch Meetings
 - h. Review, research, analysis and preparation of legal opinions as requested by the Governing Body
 - i. Preparing legal opinions and other legal matters that may, from time to time, come before the Village
 - j. Representation of the Village in Municipal Court and other legal proceedings when necessary
 - k. Monitoring of all District Court cases which are being handled by Special Contract Attorneys and/or Risk Management Attorneys
 - l. Providing legal counsel to staff, members of the Elected Body and members of appointed Committees

- m. Prepare a monthly report to the Governing Body, giving the current status of any legal action in which, the Village may be involved, including tort claims
- B) **Special Assignments:** Contractor shall provide legal services requested by the Governing Body or the Village Manager for matters not included in the routine legal services as set forth above. Special assignments include litigation in District Court, appellate courts, administrative hearings, and other matters that require extraordinary amounts of time to complete or to develop competency in an area of law that is not implicated in general legal services as described above.
- C) **Right to Contract for Services:** Attorney shall have the authority to retain on behalf of the Village, with Village's prior approval and at the Village's cost, such other professional assistance as is necessary to Attorney in the performance of the Agreement. Such assistance may include the retention of other legal counsel for specialized matters, and experts or professionals in various fields as required in the performance of the Contract.
- D) **Compensation:** The Village shall pay to Contractor for routine legal services required herein as follows:
- a) The Village will pay the Contractor a flat fee of Eleven Thousand and Zero Cents (\$11,000.00) plus gross receipts thereon for monthly services during the term of this Contract.
 - b) One Hundred Fifty Dollars (\$150.00) per hour for Zach Cook plus applicable gross receipts tax for all special assignments describe herein, payable monthly during the term of this Agreement.
 - c) Copies at Twenty-Five Cents. (.25) each.
 - d) Mileage at Fifty-Six Cents (.56) per mile (subject to adjustment during the term of this Contract to comply with the allowed Federal rate).
 - e) Actual documented expenses for out-of-town trips, seminars, Municipal League meetings, etc., as approved by the Governing Body.
 - f) Rates for out-of-town trips will be at the same rate as provided for hereinabove for routine legal services.
 - g) Legal assistant time will be billed at Sixty-Five Dollars (\$65.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.
 - h) Paralegal time will be billed at Ninety Dollars (\$90.00) per hour, plus applicable gross receipts tax for any billing not included in basic legal services.

- i) Contractor reserves the right to subcontract special projects and said subcontracting cost shall be passed on to the Village subject to the prior approval of the Village.
- E) **Payment:** VILLAGE shall pay the CONTRACTOR upon receipt of detailed statement of services, time and charges. Such statement to be submitted by CONTRACTOR to VILLAGE monthly.
- F) **Term:** The initial term of this contract shall be for one year beginning on **July 1, 2025** and terminating on **June 30, 2026** and shall be renewable annually thereafter for three (3) additional one (1) year terms unless terminated by either party hereto giving thirty (30) days written notice.
- G) **Contract Subject to Review and Amendment Annually:** The parties hereto agree that upon the annual renewal, the fees set forth in this Contract may be amended subject to changes in the cost of services provided and the demand for the services required under this Contract.
- H) **Errors and Omission Insurance:** Contractor agrees to maintain, during the term of the Agreement, Errors and Omissions Insurance with a minimum of One Million Dollars (\$ 1,000,000.00) coverage.
- I) **Status of Contractor:** The CONTRACTOR and his agents, employees and consultants are independent contractors performing professional services for the VILLAGE and are not employees of the VILLAGE.
- J) **Records and Audit:** The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the VILLAGE or its central purchasing office. The VILLAGE shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the VILLAGE to recover excessive or illegal payments.
- K) **Release:** The CONTRACTOR, upon final payment of the amount due under this agreement, releases the VILLAGE, its offices, and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement. The CONTRACTOR agrees on to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written authority to do so and then only within the strict limits of that authority.
- L) **Confidentiality:** Any information provided to or developed by the CONTRACTOR in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval of the VILLAGE.

M) **Conflicts of Interest:** CONTRACTOR will represent no party against the VILLAGE of Ruidoso and will abide by all Rules of Professional Conduct as set forth in New Mexico Statutes Annotated 1978 Comp., as amended.

N) **Scope of Agreement:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid enforceable unless embodied in this Agreement.

O) **Applicable Law:** This agreement shall be governed by the laws of the State of New Mexico.

P) **Miscellaneous:** It is understood and agreed that the VILLAGE reserves the right to:

1. Make special assignments to other attorneys or firms with specialized knowledge on specific subjects.
2. Prescribe assignment formats
3. Determine performance progress monitoring criteria; and
4. Prescribe billing/invoice formats

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the date provided in Paragraph F above.

VILLAGE OF RUIDOSO

ZACH COOK, LLC

Lynn D. Crawford
Mayor- Village of Ruidoso

Zach Cook

ATTEST:

Jini S. Turri, MMC
Clerk – Village of Ruidoso

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 5.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

Item Summary:

Discussion and Possible Action on First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

Financial Impact:

The contract is budgeted in the FY 2026 Solid Waste Enterprise Fund's Yard Waste Dump Fees (522-200-52202), available budget of \$550,000.00.

Item Discussion:

The agreement with Universal Waste System, Inc., for the disposal of vegetative waste at \$9.06 per cubic yard would commence on July 1, 2025, if approved. These disposal services provide the Village an approved New Mexico Environmental Department disposal for all Forestry required and other property owner generated vegetative waste.

Universal Waste System's original bid of \$10.00 per cubic yard included no minimum or maximum limits of material delivered (with exception of logs and stumps to cost \$ 16.50 per cubic yard). The bid award also includes a CPI adjustment on a yearly basis. Additionally, the term for this bid award is for nine (9) one-year options to renew.

Recommendations:

To Approve First Renewal Agreement (IFB #2024-009B) with Universal Waste System, Inc. for Vegetative Waste Disposal.

ATTACHMENTS:

Description

1st Renewal

CPI Information

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT by and between the Village of Ruidoso, a New Mexico municipal corporation (“Village”) and Universal Waste Systems, Inc. (“Contractor”).

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement awarded through ITB# 2024-00B, dated July 1, 2024 through June 30, 2025, to provide green waste disposal.

WHEREAS, the parties wish to renew said Agreement for a one-year period,

NOW THEREFORE, the parties hereto agree as follows:

1. The agreement is hereby renewed for a period of one (1) year, commencing July 1, 2025 and terminating on June 30, 2026, with a CPI increase of 2.5%.
2. All other terms and conditions of the agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2025.

Village of Ruidoso

Universal Waste Systems, Inc.

Lynn D. Crawford, Mayor

Name and Title

Date: _____

Date: _____

ATTEST:

Jini S. Turri, MMC, Village Clerk

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

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

E. **Payment & Performance Bonds.** Not Applicable. The Parties agree there is no Payment & Performance Bonds.

4. **Term.**

This agreement shall be effective July 1, 2024, to June 30, 2025, and will have nine (9) one-year options to renew unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. Each renewal year will allow for an increase of the bid amount as determined by the previous year's increase/decrease in the CPI only if there was same for the West Region of the United States. This region is comprised of the following thirteen states, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

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

B. **Notice; Procuring Agency Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify

3

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News Release Information

25-52-SAN

Wednesday, January 15, 2025

Contacts

Technical information:

(415) 625-2270

PLSinfoSF@bls.gov

www.bls.gov/regions/west

Media contact:

(415) 625-2270

Related Links

[CPI historical databases](#)

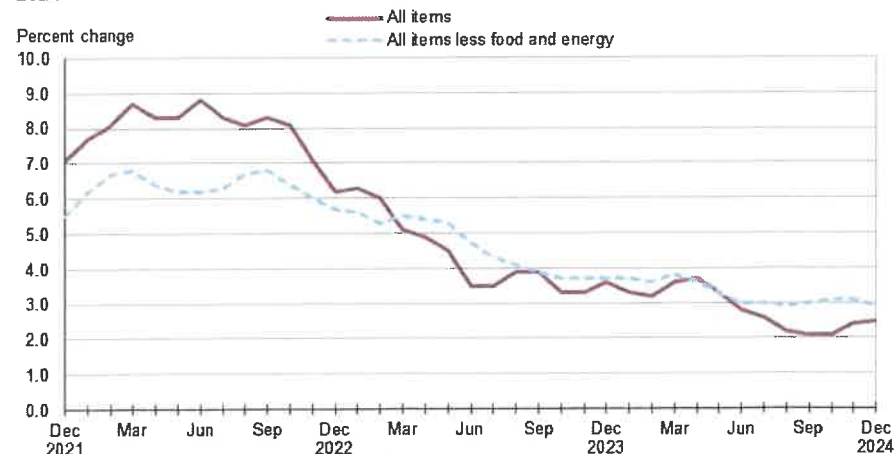
Consumer Price Index, West Region — December 2024

Area prices were unchanged over the past month, up 2.5 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), were unchanged in December, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Higher prices for shelter were offset by lower prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 2.5 percent. (See [chart 1](#) and [table A](#).) Food prices rose 3.0 percent. Energy prices declined 3.5 percent, largely the result of a decrease in the price of gasoline. The index for all items less food and energy increased 2.9 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, West region, December 2021–December 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices rose 0.2 percent for the month of December. (See [table 1](#).) Prices for food at home advanced 0.1 percent, with higher prices in five of the six grocery categories. Prices for food away from home rose 0.3 percent for the same period.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 6.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Award of Contract with Rymarc Construction, Inc for the Replacement of 2- 24" Culverts and 1 36" Culvert on Cree Meadows Dr, through NM GSD Statewide Price Agreement General Construction Services Contract No. 30-00000-23-00070 in the Amount of \$96,683.71 Including NMGRT.

Item Summary:

Discussion and Possible Action on Award of Contract with Rymarc Construction, Inc for the Replacement of 2- 24" Culverts and 1 36" Culvert on Cree Meadows Dr, through NM GSD Statewide Price Agreement General Construction Services Contract No. 30-00000-23-00070 in the Amount of \$96,683.71 Including NMGRT.

Financial Impact:

The project is budgeted in the SGRT Special Revenue Fund's Water Shed Department's Professional Fees line item (202-205-52006) in the amount of \$96,685.

Item Discussion:

Discussion on Award of Contract with Rymarc Construction, Inc for the Replacement of 2- 24" Culverts and 1 36" Culvert on Cree Meadows Dr, through NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070 In the Amount of \$96,683.71 including NMGRT.

Recommendations:

To Approve Award of Contract with Rymarc Construction, Inc for the Replacement of 2- 24" Culverts and 1 36" Culvert on Cree Meadows Dr, through NM GSD Statewide Price Agreement General Construction Services Contract No. 30-00000-23-00070 in the Amount of \$96,683.71 Including NMGRT.

ATTACHMENTS:

Description
cover letter
estimate

RYMARC CONSTRUCTION, INC.
3440 Princeton Drive NE
Albuquerque, NM 87199

June 2, 2025

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

RE: Cree Road -Disintegrating culverts - removal and replacement

Rymarc Construction, Inc. proposes to accomplish the following items of work per our site visit:

Project Scope:

Provide traffic control plan for approval. Traffic for Cree Road will have to be detoured around while work is being performed. Materials, such as culverts, bedding material and base course will be staged on site prior to work commencing. New Mexico 1- call will be contacted and a vac-trailer will be utilized to locate underground utilities. Saw cut asphalt roadway to remove 2- existing 24" diameter culverts and 1- 36" diameter squash pipe. Remove culverts, re-establish culvert grade, install bedding as required, process and compact. Set new culverts in place. Allow 1' to either side of culvert and between culverts to allow for proper compaction. Utilize NMDOT Spec bedding material, process material and compact to 95%. Add 6" of processed NMDOT Spec type I base course in 2-3" lifts over compacted bedding material. Base Course to be left level with existing roadway. Asphalt to be patched in by others when asphalt overlay takes place.

Mobilization	\$14,950.00
Labor	\$19,440.00
Equipment	\$12,480.00
Traffic Control	\$ 5,200.00
Materials	\$19,260.00
Testing	<u>\$ 4,200.00</u>
Total	\$75,530.00

Overhead 8%	\$6,042.40
Profit 8%	\$6,525.79
Bond @ 1.44%	\$1,268.61
NMGRT 8.1875%	<u>\$7,316.91</u>
Total	\$96,683.71

EXCLUSIONS: No Engineering, No as-built drawings, No utility relocation, No SWPPP, No Temporary Fencing, No permitting, No demo of any other portion or parts of the property.

For your convenience, this project can be issued under our NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070.

Please feel free to contact me at 575-781-0508, should you have questions on this proposal.

Respectfully,



Bruce Lopez, President

Accepted by: _____
Name, Title

293

Date

PROJECT: Cree Road -Desinegrated culvert removal replacement

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Lump Sum	BARE TOTAL
1	Mobilization- Equipment, Labor and materials to Ruidoso Cree Street							14,950.00	14,950.00
2	Labor								
	Superintendent	50.00	25	1,250.00					1,250.00
	Foreman	50.00	85	4,250.00			-		4,250.00
	Equipment operator (2 x 49.00 = \$ 98.00)	98.00	85	8,330.00			-		8,330.00
	Laborer (2 x 33.00 = 66.00)	66.00	85	5,610.00					5,610.00
3	Equipment			-	195.00	64	12,480.00		12,480.00
4	Materials delivered to job site								
	Fill Dirt, 24" diameter Culvert pipe- 90LF + or - , 80 LF 36" diameter squash pipe, Type I base Course, NMDOT bedding Materials			-			-	19,260.00	19,260.00
5	Traffic Control, Design, Signage, set up, Maintenance , Tear down			-			-	5,200.00	5,200.00
6	Testing			-			-	4,200.00	4,200.00
	Total		280	19,440.00		64	12,480.00	43,610.00	75,530.00
							Overhead	8%	<u>6,042.40</u>
									<u>81,572.40</u>
							Profit	8%	<u>6,525.79</u>
									<u>88,098.19</u>
							BOND	1.44%	<u>1,268.61</u>
									<u>89,366.81</u>
							NMGRT	8.1875%	<u>7,316.91</u>
							TOTAL		96,683.71

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 7.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Task Order #2024-004P-08 with Souder Miller and Associates for Engineering and Design of Approx. 1645 Linear Feet of Sewer Line Extension on Rainier Road in the Amount of \$95,239.00 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order #2024-004P-08 with Souder Miller and Associates for Engineering and Design of Approx. 1645 Linear Feet of Sewer Line Extension on Rainier Road in the Amount of \$95,239.00 Including NMGRT.

Financial Impact:

The project is budgeted in the RJU Enterprise's Sewer Department's Engineering Fees line item (502-220-52003) in the amount of \$95,240. Funds were transferred from the General Fund.

Item Discussion:

Task Order #2024-004P-08 with Souder Miller and Associates for Engineering and Design of Approx. 1645 Linear Feet of Sewer Line Extension on Rainier Road in the Amount of \$95,239.00 Including NMGRT.

Recommendations:

To Approve Task Order #2024-004P-08 with Souder Miller and Associates for Engineering and Design of Approx. 1645 Linear Feet of Sewer Line Extension on Rainier Road in the Amount of \$95,239.00 Including NMGRT.

ATTACHMENTS:

Description

Task Order

Rainier cost break down

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
SOUDER, MILLER & ASSOCIATES
FY2025**

1. Task Order Number: 2024-004P-08
2. Title: Ranier Sewer Extension
3. Project Number:
6333933
4. Location:
Ranier
5. Scope of Services Required: See attached
proposal.
6. Village Contact: Adam
Sanchez Souder, Miller &
Associates Contact: Marty Howell
7. Estimated Performance Time: 7 Months
8. Estimated Cost: \$89,579.25 including
Village of Ruidoso Souder, Miller & Associates
Marty Howell
9. Attachments: Ron B. Sena, Village Manager
Proposal
10. The parties hereto executed the original Task Order on: (date) 06/05/2025

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, and Bid Services to the Village of Ruidoso (Owner) for approximately , 1,635 linear feet of gravity sewer line along Ranier Rd along including service connections shown in Figure 1. SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QAQC Plan
 - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, attend bi-weekly capital improvement virtual meetings and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of seven (7) months.

Preliminary Design Phase Services

4. **Property/Easement Research:** SMA will research County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.
5. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the

Exhibit A

Preliminary Design, Final Design, and Bid Services

Scope of Services

proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.

7. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
8. **Geotechnical Investigation:** SMA will subconsult with a licensed testing laboratory to complete a geotechnical investigation of the project area. The investigation will be intended to determine the suitability of the native material for bedding and backfill as well as to determine if there are any constructability concerns such as corrosive soils, rock excavation or shallow groundwater table.
Design of Sewer Line Plan: SMA will prepare a pre-final horizontal alignment design for the sewer line(s) incorporating the data from the as-built research, the utility coordination and the property and easement research. SMA will utilize wet and dry weather hydraulic model scenarios in the Owner's existing hydraulic model to verify the size and grade of the proposed lines.
9. **Design of Sewer Line Profile:** SMA will prepare the pre-final design of the profile for the sewer line(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize the depth of the sewer line(s) while maintaining minimum slopes/velocities.
10. **Design Sewer Line Connections:** SMA will prepare the pre-final design of the connections to the proposed sewer line(s). SMA will design the connections to the existing system and any branch lines. SMA will evaluate the service connection depths as part of the sewer line design, but plan and profiles for the service lines will not be included in the plans because this work is covered in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction. SMA will provide a map to the Owner indicating all of the services that were accounted for with the design so that the Owner can review and provide input and identify any services that need to be added.
11. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
12. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the sewer line(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
13. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.

Scope of Services

14. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
 - a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)SMA intends to address the comments from the Owner and the Agency at the same time.
15. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the sewer line(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey or services that were not accounted for. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

16. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agencies.
17. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
18. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agencies as needed based on review comments received.
19. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the construction cost estimate (and one digital pdf copy)** to the Owner after production.

Bid Phase Services

20. **Advertisement:** SMA will arrange to have the Advertisement for Bids published in one newspaper of general circulation nearest to the Owner's location two (2) times, approximately a week apart. The cost of the Advertisement is included in SMA's fee.
21. **Distribute Bid Documents:** SMA will make available electronic copies of the construction documents to interested Contractors during bidding and to local plan rooms. Contractors may obtain copies by contacting SMA to obtain access via the SMA web site. SMA will provide three (3) copies of 24" x 36" final design drawings, contract documents and technical specifications to the Contractor to whom the project is awarded.
22. **Substitution Evaluation:** SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, provided that such proposals are allowed

Exhibit A

Preliminary Design, Final Design, and Bid Services

Scope of Services

by the contract documents prior to award of contracts for the Work. Engineer shall issue a bid addendum to allow approved “or equals” and substitutes.

23. **Answer Questions During Bidding:** SMA will accept and answer questions from Contractors during bidding.
24. **Prepare Addenda:** If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested Contractors, to the Owner and to the funding Agencies.
25. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require any fees for their use, so no costs for facility use are included.
26. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting.
27. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
28. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for the award of the construction contract.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	21 days from contract execution
Preliminary Design Phase Services	70 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agencies and Owner comments
Bid Phase Services	60 days from the receipt of Agencies approval and Owner authorization to Bid

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Exhibit A

Preliminary Design, Final Design, and Bid Services

Scope of Services

<u>Task</u>	<u>Cost</u>
Field Survey and Mapping	\$18,813.00
Preliminary Design	\$29,451.00
Final Design	\$17,100.00
Bid Administration	\$17,436.00
Total	\$82,800.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes the Owner's existing hydraulic sewer model is adequate and accurate enough for design of the proposed improvements.
4. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
5. SMA assumes that there will not be any environmental clearance work required. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
6. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). If such conditions are discovered by the geotechnical investigation, SMA will alert the Owner and a fee will be negotiated with the Owner to cover the additional engineering required to mitigate the geotechnical conditions.
7. SMA assumes the Owner will secure a Site Certificate from their attorney if required by the funding agency to confirm property ownership for the property.
8. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
9. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.

Exhibit A

Preliminary Design, Final Design, and Bid Services

Scope of Services

10. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
11. SMA did not include Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Village of Ruidoso Ranier Sewer Extension
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: June 5, 2025
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$18,813.00	\$1,540.31	\$20,353.31
Preliminary Design	\$29,451.00	\$2,411.30	\$31,862.30
Final Design	\$17,100.00	\$1,400.06	\$18,500.06
Bid Administration	\$17,436.00	\$1,427.57	\$18,863.57
TOTALS	\$82,800.00	\$6,779.25	\$89,579.25

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: Village of Ruidoso Ranier Sewer Extension
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: June 5, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech III	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total	SMA	Sub Contracts	Total	Task
Billing Rate per Unit	\$ 250	\$ 135	\$ 120	\$ 120	\$ 135	\$ 100	\$ 100	\$ 30	\$ 0.70	\$ 1	\$ 60	\$ 220					
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days	\$		\$	\$	
Task																	
Field Survey and Mapping																	
Survey Plan / Instructions		2											\$ 270		\$ -	\$ 270	
Survey Research:																	
Utility Locations		2	2	2									\$ 750		\$ -	\$ 750	
Right of Way / Easements		4											\$ 540		\$ -	\$ 540	
Perform Field Research		4	5										\$ 1,140		\$ -	\$ 1,140	
Perform Field Survey				19		19		19	547	150			\$ 5,283		\$ -	\$ 5,283	
Traffic Control				3		3				500			\$ 1,160		\$ -	\$ 1,160	
Establish Utility & R/W Location		4											\$ 540		\$ -	\$ 540	
Establish Control Points		4		3		3		3					\$ 1,290		\$ -	\$ 1,290	
Aerial Mapping													\$ -		\$ -	\$ -	
Download Data / lins & contours		3	5	5									\$ 1,605		\$ -	\$ 1,605	
Prepare Mapping		5	10	19									\$ 4,155		\$ -	\$ 4,155	
Survey Control	2	5											\$ 1,175		\$ -	\$ 1,175	
Verify Accuracy of Survey	2	3											\$ 905		\$ -	\$ 905	
Subtotal Hours:	4	36	22	51		25		22	547	650			\$ 6,235		\$ -	\$ 18,813	
Subtotal Cost:	\$ 1,000	\$ 4,860	\$ 2,640	\$ 6,120	\$ -	\$ 2,500	\$ -	\$ 660	\$ 383	\$ 650	\$ -	\$ -	\$ 18,813				

Job Description	Principal	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)		Total	SMA	Sub Contracts	Total	Task
Billing Rate per Unit	\$ 250	\$ 175	\$ 145	\$ 125	\$ 150	\$ 100	\$ 30	\$ 1	\$ 1	\$ 60	\$ 220						
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days		\$		\$	\$	
Task																	
Preliminary Design																	
Kick-off Meeting		2			2		2						\$ 710		\$ -	\$ 710	
Ongoing Project Management	3	3											\$ 1,275		\$ -	\$ 1,275	
Invoicing	3	3							5				\$ 1,280		\$ -	\$ 1,280	
NMDOT Environmental Clearance													\$ -		\$ -	\$ -	
As-built Research				3									\$ 375		\$ -	\$ 375	
Utility Coordination		3		9				230					\$ 1,811		\$ -	\$ 1,811	
Design Plans																	
Index / Cover / Notes / Key Map		1		4	7								\$ 1,725		\$ -	\$ 1,725	
Site Plans		2		5	9								\$ 2,325		\$ -	\$ 2,325	
Plan & Profiles		4		7	13								\$ 3,525		\$ -	\$ 3,525	
Details		5		9	17								\$ 4,550		\$ -	\$ 4,550	
Traffic Control		1		4	7								\$ 1,725		\$ -	\$ 1,725	
Engineer's Opinion of Probable Construction Cost (EOPCC)		6		10									\$ 2,300		\$ -	\$ 2,300	
Prepare Contract Documents and Specifications		9		17									\$ 3,700		\$ -	\$ 3,700	
QA/QC	9	3		11									\$ 4,150		\$ -	\$ 4,150	
Subtotal Hours:	15	42		79	55		2	230	5				\$ 29,451		\$ -	\$ 29,451	
Subtotal Cost:	\$ 3,750	\$ 7,350	\$ -	\$ 9,875	\$ 8,250	\$ -	\$ 60	\$ 161	\$ 5	\$ -	\$ -	\$ -	\$ 29,451				
Final Design																	
Ongoing Project Management	2	2											\$ 850		\$ -	\$ 850	
Invoicing	2	2				3							\$ 1,150		\$ -	\$ 1,150	
Revisions to Design Plans																	
Index / Cover / Notes / Key Map		1		4	7								\$ 1,725		\$ -	\$ 1,725	
Site Plans		2		3	5								\$ 1,475		\$ -	\$ 1,475	
Plan & Profiles		4		4	13								\$ 3,150		\$ -	\$ 3,150	
Details		5		5	9								\$ 2,850		\$ -	\$ 2,850	
Traffic Control		1		2	4								\$ 1,025		\$ -	\$ 1,025	
Revisions to EOPCC		3		6									\$ 1,275		\$ -	\$ 1,275	
Revisions to Construction Documents		5		9									\$ 2,000		\$ -	\$ 2,000	
Resubmittal		2		3					50				\$ 775		\$ -	\$ 775	
Production				3	3								\$ 825		\$ -	\$ 825	
Subtotal Hours:	4	27		39	41	3		50					\$ 17,100		\$ -	\$ 17,100	
Subtotal Cost:	\$ 1,000	\$ 4,725	\$ -	\$ 4,875	\$ 6,150	\$ 300	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ 17,100				

Total Cost of Design Phase Services: \$ 65,364

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To
CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES**

Project Description: Village of Ruidoso Ranier Sewer Extension
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: June 5, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./Surv I	Project Eng./Sci./Surv I	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech VI	Eng/CAD Surv/Field Tech III	Construc. Observer IV	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 175	\$ 145	\$ 125	\$ 120	\$ 150	\$ 100	\$ 130	\$ 100	\$ 30	\$ 0.70	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	\$	\$	\$
Task																	
Bid Administration																	
Ongoing Project Management	3	3													\$ 1,275	\$ -	\$ 1,275
Invoicing	3	3							5						\$ 1,775	\$ -	\$ 1,775
Advertisement		2		4					2						\$ 1,050	\$ -	\$ 1,050
Distribute Bid Documents		2		3											\$ 725	\$ -	\$ 725
Substitution Evaluation		2													\$ 350	\$ -	\$ 350
Answer Questions During Bidding		5		9											\$ 2,000	\$ -	\$ 2,000
Prepare Addenda	2	5		9		5									\$ 3,250	\$ -	\$ 3,250
Pre-bid Conference		7		7							230	100			\$ 2,361	\$ -	\$ 2,361
Open Bids		4		4											\$ 1,200	\$ -	\$ 1,200
Preparation of Bid Tabulation		2		9											\$ 1,475	\$ -	\$ 1,475
Preparation of Recommendation of Award		2		13											\$ 1,975	\$ -	\$ 1,975
Subtotal Hours:	8	37		58		5			7		230	100			\$ 17,436	\$ -	\$ 17,436
Subtotal Cost:	\$ 2,000	\$ 6,475	\$ -	\$ 7,250	\$ -	\$ 750	\$ -	\$ -	\$ 700	\$ -	\$ 161	\$ 100	\$ -	\$ -	\$ 17,436	\$ -	\$ 17,436

Village of Ruidoso Sewerline Replacement
Engineer's Opinion of Probable Construction Cost

Ranier Sewerline Installation					
Bid Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization (75%) and Demobilization (25% with the submittal of as built)	LS	1	\$30,000	\$30,000
2	Material Testing Allowance	ALLOW	1	\$6,000	\$6,000
3	Pre-Construction and Post-Construction Video Documentation	LS	1	\$2,000	\$2,000
4	Furnish and Install 8-inch C900 PVC SDR35 Wastewater line, (Incl. all labor, material, potholing, trenching, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, bedding, backfilling, compaction, site restoration, mandrel testing, CCTV, and all related appurtenances needed for a complete installation), CIP	LF	1,645	\$105	\$172,725
5	Tie into Existing Precast Concrete Manhole, (Incl. all labor, material, grout, testing, coring, and all related appurtenances needed for a complete installation), CIP	EA	1	\$11,000	\$11,000
6	Furnish and Install 4-foot Diameter Precast Concrete Manhole, (Incl. all labor, material, trenching, bedding, backfill, compaction, testing, fittings, tracer wire, and all related appurtenances needed for a complete installation), CIP	EA	7	\$12,000	\$84,000
7	Furnish and Install 4-inch PVC SDR-35 Sanitary Service Line to connect to existing residential service line, (Incl. all labor, material, cleanouts, labor, excavation, backfill, and all related appurtenances needed for a complete installation), CIP	LF	1,040	\$84	\$87,360
8	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	CY	1,219	\$170	\$207,148
				Subtotal	\$600,233
				Contingency	15%
				NMGRT- Ruidoso	8.1875%
				Construction Total	\$746,784
Engineering Costs					
				Field Survey and Mapping	\$19,377
				Preliminary Design	\$31,148
				Final Design	\$18,015
				Bid Administration	\$19,491
				Subtotal	\$88,031
				NMGRT- Ruidoso	8.1875%
				Engineering Total	\$95,239
				Total	\$842,023

Note: These costs are pre-design costs for funding purposes, quantities and prices are subject to change with design.

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 8.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: June 10, 2025

Re: Discussion and Possible Action on Task Order C, for a Preliminary Engineering Report (PER) with Lochner Consulting for Design of a New Airport Terminal Building in the Amount of \$151,376.00 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order C, for a Preliminary Engineering Report (PER) with Lochner Consulting for Design of a New Airport Terminal Building in the Amount of \$151,376.00 Including NMGRT.

Financial Impact:

The project is budgeted in the Airport Enterprise Fund's Professional Fees line item (503-170-52006) in the amount of \$152,000. The project is 100% funded by a grant from the NM Department of Transportation Aviation Division.

Item Discussion:

Task Order C, for a Preliminary Engineering Report (PER) with Lochner Consulting for Design of a New Airport Terminal Building in the Amount of \$151,376.00 Including NMGRT.

The PER will provide the Village of Ruidoso information with a high level Opinion of Costs and Renderings that can be used to seek funding for the design and construction of a new airport terminal building.

Recommendations:

To Approve Task Order C, for a Preliminary Engineering Report (PER) with Lochner Consulting for Design of a New Airport Terminal Building in the Amount of \$151,376.00 Including NMGRT.

ATTACHMENTS:

Description

Task Order

Grant

TASK ORDER C
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on January 1, 2024, between **VILLAGE OF RUIDOSO, NEW MEXICO (Sponsor)** and **LOCHNER (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Sierra Blanca Regional Airport (KSRR); Ruidoso, New Mexico

3. **WORK PROGRAM** – Attached

Element 1 – *Airport Terminal Preliminary Engineer Report (PER)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1– Airport Terminal Preliminary Engineer Report	\$139,920.00
NMGRT 8.1875%	\$11,456.00
Engineering Total	\$151,376.00*

SPONSOR:
VILLAGE OF RUIDOSO

ENGINEER:
LOCHNER

Lynn D. Crawford, Mayor

Erik Vliek, Business Manager

**SCOPE OF WORK
SIERRA BLANCA REGIONAL AIRPORT**

ELEMENT #1 AIRPORT TERMINAL PRELIMINARY ENGINEER REPORT (PER)

1. The project includes concept design of a new General Aviation Terminal Building, between approximately 10,000 and 15,000 square feet, and associated sited work. (the "Project"). The new terminal program requirements will likely include a central service counter, passenger lounge to serve 30 passengers, a conference room, a café and supporting kitchen, pilot lounge, storage, private offices, breakroom, restrooms, janitor, telecom, and baggage storage. The site scope includes a new drop-off and parking lot, with some covered parking to support the terminal use.

Project scope does not include Schematic Design, Design Development, Construction Documents, or Construction Administration.

2. Project Budget. Current project budget has not been determined/provided by the Village of Ruidoso (Sponsor). Engineer and Gensler will review the Sponsor's budget goals for the Project (the "Project Budget") at the commencement of design. The Project Budget will include appropriate amounts for design and construction contingencies, consistent with the nature of the Project.
3. Project Schedule. Gensler will develop a Project Schedule ("Schedule") of important milestones for Engineers and Sponsor's review and approval. During design, Gensler, Engineer and Sponsor will monitor the Project for conformance with the Schedule, and Gensler will notify Engineer and Sponsor of any necessary changes in the Schedule. This Agreement assumes a 9-week Concept Design duration, the following milestones are projected presently:

a) Commencement of Basic Services	within 1-4 weeks of the effective date
b) Kick Off Meeting	during week 1
c) Concept design workshop with Sponsor	during week 3
d) Final Presentation of Concept Design	during week 6
e) Cost Estimating (by 3 rd party consultant)	during week 7-8
f) Final Client Review Meeting	during week 9

B. SCOPE OF SERVICES PROVIDED BY GENSLER

Village of Ruidoso and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions.

B.1 Gensler's Basic Services

Gensler's Basic Services include design services for the architectural design and interior planning services. Gensler assumes two site visits during the concept design phase.

Sponsor will engage separate consultants to provide the following design services, if required for the Project:

- Civil Engineering (including site utilities to within 5' of the building)
- Survey
- Geotechnical Engineering

Gensler will provide backgrounds of Gensler's drawings to Sponsor's consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems. It is assumed that the Project will not seek or require LEED certification and design services associated with certification are therefore excluded. Gensler will engage a sub-consultant for the opinion of probable cost but sub-consultants for mechanical, electrical, landscape, etc will not be engaged in this phase of the work.

1. During this phase of work Gensler will develop a general understanding of the Airport by reviewing existing documentation provided by others.
2. Gensler will visit the site, observe existing conditions, and participate in kick-off meeting with the Airport to collaboratively establish project goals and better understand the vision for the Airport as well as clarify all existing required program uses at current terminal.
3. Gensler will document the findings of the inventory by way of a written chapter in the Terminal Program Concept Report which may include photographs, drawings or diagrams as necessary. The work will include the Terminal Building only.

B.1.1 Phase One – Pre-Design

B.1.1.1 Project Start-Up/Kickoff. Upon the Sponsor's authorization to proceed, key representatives of Sponsor, Engineer and Gensler, as well as the appropriate consultants, will meet to kick off the Project. The purpose of the meeting is to establish the parties mutual understanding of the Project objectives, Schedule, budget, and delivery process. The agenda may include the following:

- a) Introduction of key team members, including each party's primary contact and the person authorized to make decisions;
- b) Discussion of Project performance targets;
- c) Discussion of Schedule milestones, including process and durations for Client's review and approval;
- d) Discussion of the process for establishing the Project Budget and developing check estimates at key design milestones;
- e) Review and discussion of existing site conditions;
- f) Discussion of communication protocols;
- g) Identification of key personnel and protocols for invoicing and payment;
- h) Discussion of sustainability objectives and any specialty consultants to be engaged to provide related services.

B.1.1.2 Programming. The anticipated Project program is listed in the Project Description A.1. Program confirmation will occur concurrently with the Project Kickoff Meeting.

B.1.1.3 Existing Site Conditions. Gensler will review record documentation provided by Sponsor of the existing site conditions, including topographic surveys, geotechnical reports, etc. Gensler may visit the Project site to verify reasonably observable conditions. Sponsor acknowledges that demolition can reveal pre-existing conditions, which may require Additional Services and/or modifications to the Project Budget and /or Schedule.

B.1.1.4 Concept Design. Based on the approved program, Gensler will develop design diagrams and massing models that depict the basic design concept for the project. At the completion of the Concept Design phase Gensler will deliver:

- a) Conceptual Site Plan, illustrating proposed building siting and associated parking/site improvements (in collaboration with Lochner)
- b) Conceptual floor plan, illustrating program requirements and established adjacencies
- c) Conceptual program chart listing interior building functions
- d) Up to 3 conceptual renderings or visualizations, illustrating potential character of proposed facility
- e) Opinion of Probable Cost

B.2 CAD Format and Standards. Gensler and its consultants will use REVIT and Gensler's CAD Standards.

B.3 Optional/Additional Services. Gensler will provide services beyond the Basic Services described in Section B.1 ("Additional Services") if requested by the Sponsor and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- Value engineering
- Models or professional renderings, beyond those generated through the design process
- Client-requested revisions that are inconsistent with prior approvals or instructions
- Increase in duration of services
- Additional site visits beyond the 2 visits included in Basic Services
- Demobilization and remobilization of Project team due to Project suspension or delay for reasons beyond Gensler's control
- Design services associated with LEED or other certifications

C. SCOPE OF SERVICES PROVIDED BY SPONSOR

C.1 Services Provided by Client or Others. The following services may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Consulting services, including civil, geotechnical, hazardous materials testing or abatement, survey, technology design, commissioning

C.2 Information Provided By Sponsor or Others. The following information may be required on the Project and shall be provided by Sponsor, Sponsor's consultants, or others:

- a) Legal description of the property; the name/address of the property owner; and the name/address of any construction lender(s);
- b) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated;
- c) Structural, mechanical, chemical, air and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project or reasonably requested by Gensler.

D. COMPENSATION

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates will be those set forth in Gensler's Standard Hourly Billing Rates.

D.1 Basic Services. Compensation will be lump sum as on the first page of this Task Order.

- Note: Fee for the Scope of Services includes 3 sties visits.
- Note: Lump sum fee does not include Reimbursable Expenses, see D.3

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates.

D.3 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

1. Reproduction, shipping, handling, and delivery.
2. Milage, tolls, cab fares, and parking.
3. Renderings, models, mock-ups, and photography.
4. Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
5. Authorized out-of-town travel, including travel time and reasonable living expenses.
6. Additional insurance coverage or limits requested by Engineer and Sponsor in excess of that normally provided by Gensler and Gensler's consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project will be based on amounts invoiced to Gensler, plus (10%) and are not anticipated to exceed eight thousand dollars (\$8,000).

D.4 Consultants. There are currently no additional Consultants included in the scope of this project phase. Should their input be required or requested, Consultants' fees will be compensated based on amounts invoiced to Gensler, plus ten percent (10%).

D.5 Progress Payments. Progress payments will be made monthly. Where fee is based on lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date May 19, 2025

Project Location SRR - SIERRA BLANCA REGIONAL AIRPORT

Sponsor RUIDOSO, VILLAGE OF
Address 313 CREE MEADOWS DR
City RUIDOSO NM Zip Code 88345

Participation STATE ONLY

Funding Breakdown STATE ONLY

Contract No. _____

Project No. SRR-25-02

Vendor No. 0000054454

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

TERMINAL BUILDING - PER

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 152,000	\$	\$	\$ 152,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	LEE BAKER		
Title	AIRPORT MANAGER		
Sponsor	RUIDOSO, VILLAGE OF		
Address	313 CREE MEADOWS DR		
City	RUIDOSO	NM	Zip Code 88345
Office Phone	+1 (575) 336-8111	Fax	
E-Mail	leebaker@ruidoso-nm.gov		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna Date: 06/03/25
5910E8A6255842F
Cabinet Secretary or Designee

Recommended by:

Signed by:
By: Jessi Lite-Powden Date: 06/02/25
B32A2037D7114CA
Aviation Division Director
or Designee

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

Signed by:
By: John Howell Date: 05/30/25
C7500FC1625D488
Deputy General Counsel
Assistant General Counsel

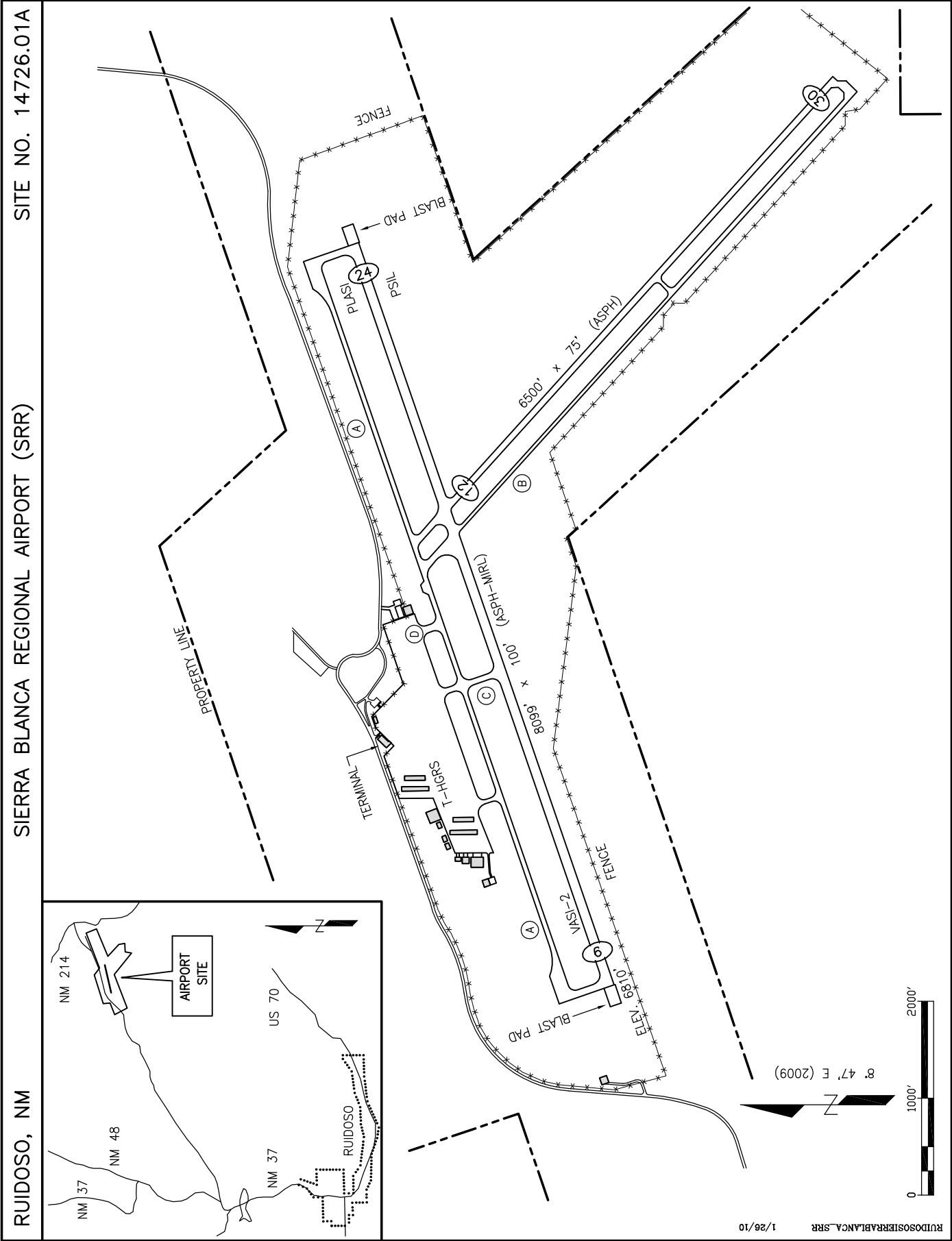
SPONSOR

Print Name: Lynn Crawford

Signed by:
By: [Signature] Date: 05/30/25
08520B2326BF4B4...

Title: Mayor

EXHIBIT A



[illegible]