

**VILLAGE OF RUIDOSO
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, July 1, 2025 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Resolution 2025-20, a Resolution Approving the Acquisition of Real Property Located in Ruidoso Downs, Lincoln County, New Mexico.
2. Approval of Adoption of Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7.
3. Discussion on Grant Agreement between the Village of Ruidoso and the New Mexico Department of Finance and Administration for the New Mexico E-911 Program Grant to Fund the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and the Mescalero Apache Reservation, for the Period of Time between July 1, 2025 and June 30, 2026.
4. Discussion on Village of Ruidoso Police Department Recruiting Incentive Payments for Recruitment of Entry Level Police Officer Candidates and Lateral Police Officer Candidates.
5. Discussion on Amendment No. 001 to Joint Funding Agreement (JFA) #24RGJFA35 with United States Department of the Interior for Geomorphic Survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage In the Amount of \$5,769.00 for a Total Amount of \$64,000.00 and to Extend the End Date to September 30, 2026.
6. Discussion on Purchase of a 2025 John Deere 300 P-Tier Skid Steer Loader from 4Rivers Equipment, Utilizing Sourcewell Contract #1637212025 in the Amount of \$87,700.00.
7. Discussion on Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.
8. Discussion on Agreement with Ruidoso Valley Chamber of Commerce for Professional Services for Operation of the Ruidoso Visitor's Center, Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso in an Amount not to Exceed \$227,700.00.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4

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

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald L. Sena, Village Manager
Zachary J. Cook, Village Attorney

Meeting Date: July 1, 2025

Re: Discussion on Resolution 2025-20, a Resolution Approving the Acquisition of Real Property Located in Ruidoso Downs, Lincoln County, New Mexico.

Item Summary:

Discussion on Resolution 2025-20, a Resolution Approving the Acquisition of Real Property Located in Ruidoso Downs, Lincoln County, New Mexico.

Financial Impact:

There is no cost to the Village of Ruidoso. The fair market value of the property is estimated at \$105,000.00.

Item Discussion:

Resolution 2025-20, a Resolution Approving the Acquisition of Real Property Located in Ruidoso Downs, Lincoln County, New Mexico. This is property located at the Ruidoso Downs Racetrack that was donated to the Village of Ruidoso.

Recommendations:

To Discuss Resolution 2025-20, a Resolution Approving the Acquisition of Real Property Located in Ruidoso Downs, Lincoln County, New Mexico.

ATTACHMENTS:

Description

Resolution 2025-20

Replat

**VILLAGE OF RUIDOSO
RESOLUTION 2025-20**

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY LOCATED IN
RUIDOSO DOWNS, LINCOLN COUNTY, NEW MEXICO**

WHEREAS, at its Regular Meeting on July 10, 2025, the Governing Body of the Village of Ruidoso approved the donation of real property located in Ruidoso Downs, Lincoln County, New Mexico and described as:

DEDICATION:

A 100' WIDE ROADWAY EASEMENT, BEING 50' ON EACH SIDE OF THE ROADWAY EASEMENT CENTERLINE SHOWN ON THIS REPLAT IS HEREBY RESERVED OVER AND ACROSS TRACT J-1 FOR THE BENEFIT OF RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST BEING THE OWNER OF THE LANDS SHOWN ON THIS REPLAT, THEIR SUCCESSORS AND/OR ASSIGNS AND THEIR INVITEES AND TENANTS.

A PERPETUAL BLANKET EASEMENT FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, REPLACEMENT AND MAINTENANCE OF ANY AND ALL UTILITIES AND RACETRACK AREAS IS HEREBY RESERVED ALONG, OVER, UNDER OR ACROSS THE ENTIRETY OF TRACT J-1 FOR THE USE AND BENEFIT OF RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST BEING THE OWNER OF THE LANDS SHOWN ON THIS REPLAT, THEIR SUCCESSORS AND/OR ASSIGNS AND THEIR INVITEES AND TENANTS AND TRACT J-1 IS BURDENED WITH THE ABOVE DESCRIBED ROADWAY AND BLANKET EASEMENTS WHICH SHALL RUN WITH THE LAND.

THE MAINTENANCE, REPAIR, REPLACEMENT, INSTALLATION AND/OR CONSTRUCTION OF ANY ROADWAYS, UTILITIES AND RACE TRACK AREAS OVER AND ACROSS TRACT J-1 WILL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE ADJOINING TRACT E-1 AND TRACT E-2 AND/OR THEIR TENANTS AND NOT THE OWNERS OR FUTURE OWNERS OF TRACT J-1.

TRACT E-1

BEGINNING AT A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204 ON A NORTHERN LINE OF TRACT J-1, WHENCE A 1/2 INCH ALUMINUM CAP #18077, AS SHOWN ON AVALON TRACTS TRACT 2 CABINET J, SLIDE 64, IN THE LINCOLN COUNTY CLERK'S OFFICE, BEARS S44°47'45"W A DISTANCE OF 253.18 FEET;

THENCE, N00°21'35"W, A DISTANCE OF 1,059.10 FEET TO AN ANGLE POINT, TO A NO. 4 REBAR;

THENCE, N00°22'52"W, A DISTANCE OF 1,065.47 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S83°06'31"E, A DISTANCE OF 400.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N65°09'29"E, A DISTANCE OF 265.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N85°10'29"E, A DISTANCE OF 209.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N81°02'29"E, A DISTANCE OF 170.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N50°29'29"E, A DISTANCE OF 175.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N40°32'09"E, A DISTANCE OF 216.14 FEET TO A 3 INCH BRASS CAP COMMON TO SECTION 19, 20, 30 & 29;

THENCE, N67°45'43"E, A DISTANCE OF 915.08 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S87°26'56"E, A DISTANCE OF 499.49 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°29'55"E, A DISTANCE OF 309.50 FEET TO A NUMBER 4 REBAR;

THENCE, S00°30'32"W, A DISTANCE OF 480.26 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S59°58'08"W, A DISTANCE OF 107.83 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S43°59'02"W, A DISTANCE OF 224.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S40°25'34"W, A DISTANCE OF 182.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S47°39'39"W, A DISTANCE OF 104.25 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S80°36'05"W, A DISTANCE OF 385.06 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S57°58'03"W, A DISTANCE OF 244.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S47°14'10"W, A DISTANCE OF 178.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S57°39'48"W, A DISTANCE OF 208.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S70°39'07"W, A DISTANCE OF 312.03 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S58°12'29"W, A DISTANCE OF 60.67 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S52°09'31"W, A DISTANCE OF 81.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S42°48'45"W, A DISTANCE OF 52.60 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S25°57'20"W, A DISTANCE OF 52.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S48°43'48"E, A DISTANCE OF 240.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S29°42'43"W, A DISTANCE OF 288.75 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S42°58'24"W, A DISTANCE OF 454.12 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S62°12'27"W, A DISTANCE OF 197.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S70°59'04"W, A DISTANCE OF 42.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.19 ACRES, MORE OR LESS.

TRACT E-2

A TRACT (TRACT E-2) OF LAND IN SECTION 29 AND SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 2 INCH ALUMINUM CAP MARKED HIGHWAY DEPARTMENT, ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 70, THENCE, S55°43'07"W A DISTANCE OF 79.42 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N25°57'29"W, A DISTANCE OF 103.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N26°00'58"W, A DISTANCE OF 420.45 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N35°46'33"W, A DISTANCE OF 165.31 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N50°07'18"E, A DISTANCE OF 870.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S40°14'52"E, A DISTANCE OF 26.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N49°24'02"E, A DISTANCE OF 515.15 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N44°40'45"W, A DISTANCE OF 18.73 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°11'47"E, A DISTANCE OF 369.35 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N80°11'05"E, A DISTANCE OF 251.99 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N66°17'20"E, A DISTANCE OF 44.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°59'03"E, A DISTANCE OF 138.90 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°31'16"E, A DISTANCE OF 198.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N44°02'47"E, A DISTANCE OF 96.65 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N52°37'44"E, A DISTANCE OF 54.10 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N61°42'34"E, A DISTANCE OF 96.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°30'32"W, A DISTANCE OF 1,085.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°43'07"W, A DISTANCE OF 620.16 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N15°26'10"W, A DISTANCE OF 313.97 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S59°02'29"W, A DISTANCE OF 410.18 FEET TO A 2 1/2 INCH ALUMINUM CAP ILLEGIBLE;

THENCE, N07°03'10"W, A DISTANCE OF 201.94 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°40'52"W, A DISTANCE OF 921.97 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S25°49'10"E, A DISTANCE OF 505.37 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°43'07"W, A DISTANCE OF 120.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.55 ACRES, MORE OR LESS.

TRACT I-1

A TRACT OF LAND IN SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2 INCH REBAR WITHOUT CAP ON A EASTERLY LINE OF AVALON TRACTS 6a, AS FOUND ON THE RESUBDIVISION AND AMENDED ZONING OF TRACT 1 AND TRACT 6 OF THE AVALON TRACTS, CABINET J, SLIDE 64, FILED IN THE LINCOLN COUNTY CLERK'S OFFICE FEBRUARY 25TH, 2008;

THENCE, S0°21'35"E, A DISTANCE OF 953.29 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N78°37'15"W, A DISTANCE OF 511.49 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N0°20'31"W, A DISTANCE OF 862.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S88°48'12"E, A DISTANCE OF 500.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.44 ACRES, MORE OR LESS.

TRACT J-1

A TRACT OF LAND IN SECTION 29 AND SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204, WHENCE A 2 INCH ALUMINUM CAP MARKED HIGHWAY DEPARTMENT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 70 EAST BEARS S66°25'49"E, A DISTANCE OF 121.07 FEET ,THENCE, S55°43'07"W, FOR A DISTANCE OF 79.42 FEET;

THENCE, N25°57'29"W, A DISTANCE OF 103.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A DELTA OF 103°14'50" AND A RADIUS OF 100.00 FEET FOR A DISTANCE OF 180.20 FEET, THE LONG CHORD OF WHICH BEARS N77°34'56"W, A DISTANCE OF 156.79 FEET TO A 3/4 INCH PIPE,

THENCE, S50°47'36"W, A DISTANCE OF 381.00 FEET TO A POINT OF CURVATURE, TO A 3/4 INCH PIPE;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT WITH A DELTA OF 8°16'49" AND A RADIUS OF 1,710.30 FEET FOR A DISTANCE OF 247.17 FEET, THE LONG CHORD OF WHICH BEARS S89°31'27"W, A DISTANCE OF 246.95 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N72°52'31"W, A DISTANCE OF 196.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N00°21'35"W, A DISTANCE OF 100.01 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N72°52'33"W, A DISTANCE OF 525.14 FEET TO A 1 1/2 INCH ALUMINUM CAP LS #18077;

THENCE, N00°20'31"W, A DISTANCE OF 287.18 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S78°37'15"E, A DISTANCE OF 511.49 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°21'35"E, A DISTANCE OF 105.81 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N70°59'04"E, A DISTANCE OF 42.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N62°12'27"E, A DISTANCE OF 197.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N42°58'24"E, A DISTANCE OF 454.12 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N29°42'43"E, A DISTANCE OF 288.75 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N48°43'48"W, A DISTANCE OF 240.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N25°57'20"E, A DISTANCE OF 52.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N42°48'45"E, A DISTANCE OF 52.60 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N52°09'31"E, A DISTANCE OF 81.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N58°12'29"E, A DISTANCE OF 60.67 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N70°39'07"E, A DISTANCE OF 312.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N57°39'48"E, A DISTANCE OF 208.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N47°14'10"E, A DISTANCE OF 178.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N57°58'03"E, A DISTANCE OF 244.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N80°36'05"E, A DISTANCE OF 285.06 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N47°39'39"E, A DISTANCE OF 104.25 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N40°25'34"E, A DISTANCE OF 182.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N43°59'02"E, A DISTANCE OF 224.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N59°58'08"E, A DISTANCE OF 107.83 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°30'32"W, A DISTANCE OF 89.11 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S61°42'34"W, A DISTANCE OF 96.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S52°37'44"W, A DISTANCE OF 54.10 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S44°02'47"W, A DISTANCE OF 96.65 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°31'16"W, A DISTANCE OF 198.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°59'03"W, A DISTANCE OF 138.90 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S66°17'20"W, A DISTANCE OF 44.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S80°11'05"W, A DISTANCE OF 251.99 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°11'47"W, A DISTANCE OF 369.35 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S44°40'45"E, A DISTANCE OF 18.73 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S49°24'02"W, A DISTANCE OF 515.15 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N40°14'52"W, A DISTANCE OF 26.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S50°07'18"W, A DISTANCE OF 870.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S35°46'33"E, A DISTANCE OF 165.31 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S26°00'58"E, A DISTANCE OF 420.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.00 ACRES, MORE OR LESS.

(hereinafter referred to as "the Property"); and

WHEREAS, NMSA 1978, §3-18-1 authorizes the Village of Ruidoso to acquire and hold real property; and

WHEREAS, NMSA 1978, § 3-11-4 provides that the Mayor is the Chief Executive Officer of the Village of Ruidoso and may execute any documents required by the Governing Body, including documents related to the acquisition of real property; and

WHEREAS, Lynn D. Crawford is the Mayor of the Village of Ruidoso.

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

1. The Governing Body of the Village of Ruidoso, New Mexico approves the acquisition of the Property.

2. The Mayor of the Village of Ruidoso, New Mexico is hereby authorized pursuant to NMSA 1978, § 3-11-4 to execute any document required for the acquisition of the Property on behalf of the Village of Ruidoso.

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

DEDICATION:

A 100' WIDE ROADWAY EASEMENT, BEING 50' ON EACH SIDE OF THE ROADWAY EASEMENT CENTERLINE SHOWN ON THIS REPLAT IS HEREBY RESERVED OVER AND ACROSS TRACT J-1 FOR THE BENEFIT OF RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST BEING THE OWNER OF THE LANDS SHOWN ON THIS REPLAT, THEIR SUCCESSORS AND/OR ASSIGNS AND THEIR INVITEES AND TENANTS.

A PERPETUAL BLANKET EASEMENT FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, REPLACEMENT AND MAINTENANCE OF ANY AND ALL UTILITIES AND RACETRACK AREAS IS HEREBY RESERVED ALONG, OVER, UNDER OR ACROSS THE ENTIRETY OF TRACT J-1 FOR THE USE AND BENEFIT OF RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST BEING THE OWNER OF THE LANDS SHOWN ON THIS REPLAT, THEIR SUCCESSORS AND/OR ASSIGNS AND THEIR INVITEES AND TENANTS AND TRACT J-1 IS BURDENED WITH THE ABOVE DESCRIBED ROADWAY AND BLANKET EASEMENTS WHICH SHALL RUN WITH THE LAND.

THE MAINTENANCE, REPAIR, REPLACEMENT, INSTALLATION AND/OR CONSTRUCTION OF ANY ROADWAYS, UTILITIES AND RACE TRACK AREAS OVER AND ACROSS TRACT J-1 WILL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE ADJOINING TRACT E-1 AND TRACT E-2 AND/OR THEIR TENANTS AND NOT THE OWNERS OR FUTURE OWNERS OF TRACT J-1.

TRACT E-1

BEGINNING AT A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204 ON A NORTHERN LINE OF TRACT J-1, WHENCE A 1/2 INCH ALUMINUM CAP #18077, AS SHOWN ON AVALON TRACTS TRACT 2 CABINET J, SLIDE 64, IN THE LINCOLN COUNTY CLERK'S OFFICE, BEARS S44°47'45"W A DISTANCE OF 253.18 FEET;

THENCE, N00°21'35"W, A DISTANCE OF 1,059.10 FEET TO AN ANGLE POINT, TO A NO. 4 REBAR;

THENCE, N00°22'52"W, A DISTANCE OF 1,065.47 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S83°06'31"E, A DISTANCE OF 400.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N65°09'29"E, A DISTANCE OF 265.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N85°10'29"E, A DISTANCE OF 209.00 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

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THENCE, N67°45'43"E, A DISTANCE OF 915.08 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

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THENCE, S00°30'32"W, A DISTANCE OF 480.26 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S59°58'08"W, A DISTANCE OF 107.83 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S43°59'02"W, A DISTANCE OF 224.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S40°25'34"W, A DISTANCE OF 182.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S47°39'39"W, A DISTANCE OF 104.25 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S80°36'05"W, A DISTANCE OF 385.06 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S57°58'03"W, A DISTANCE OF 244.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S47°14'10"W, A DISTANCE OF 178.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S57°39'48"W, A DISTANCE OF 208.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S70°39'07"W, A DISTANCE OF 312.03 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S58°12'29"W, A DISTANCE OF 60.67 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S52°09'31"W, A DISTANCE OF 81.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S42°48'45"W, A DISTANCE OF 52.60 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S25°57'20"W, A DISTANCE OF 52.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S48°43'48"E, A DISTANCE OF 240.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S29°42'43"W, A DISTANCE OF 288.75 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S42°58'24"W, A DISTANCE OF 454.12 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S62°12'27"W, A DISTANCE OF 197.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S70°59'04"W, A DISTANCE OF 42.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.19 ACRES, MORE OR LESS.

TRACT E-2

A TRACT (TRACT E-2) OF LAND IN SECTION 29 AND SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 2 INCH ALUMINUM CAP MARKED HIGHWAY DEPARTMENT, ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 70, THENCE, S55°43'07"W A DISTANCE OF 79.42 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N25°57'29"W, A DISTANCE OF 103.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N26°00'58"W, A DISTANCE OF 420.45 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N35°46'33"W, A DISTANCE OF 165.31 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N50°07'18"E, A DISTANCE OF 870.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S40°14'52"E, A DISTANCE OF 26.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N49°24'02"E, A DISTANCE OF 515.15 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N44°40'45"W, A DISTANCE OF 18.73 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°11'47"E, A DISTANCE OF 369.35 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N80°11'05"E, A DISTANCE OF 251.99 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N66°17'20"E, A DISTANCE OF 44.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°59'03"E, A DISTANCE OF 138.90 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N41°31'16"E, A DISTANCE OF 198.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N44°02'47"E, A DISTANCE OF 96.65 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N52°37'44"E, A DISTANCE OF 54.10 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N61°42'34"E, A DISTANCE OF 96.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°30'32"W, A DISTANCE OF 1,085.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°43'07"W, A DISTANCE OF 620.16 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N15°26'10"W, A DISTANCE OF 313.97 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S59°02'29"W, A DISTANCE OF 410.18 FEET TO A 2 1/2 INCH ALUMINUM CAP ILLEGIBLE;

THENCE, N07°03'10"W, A DISTANCE OF 201.94 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°40'52"W, A DISTANCE OF 921.97 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S25°49'10"E, A DISTANCE OF 505.37 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S55°43'07"W, A DISTANCE OF 120.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.55 ACRES, MORE OR LESS.

TRACT L-1

A TRACT OF LAND IN SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2 INCH REBAR WITHOUT CAP ON A EASTERLY LINE OF AVALON TRACTS 6a, AS FOUND ON THE RESUBDIVISION AND AMENDED ZONING OF TRACT 1 AND TRACT 6 OF THE AVALON TRACTS, CABINET J, SLIDE 64, FILED IN THE LINCOLN COUNTY CLERK'S OFFICE FEBRUARY 25TH, 2008;

THENCE, S07°21'35"E, A DISTANCE OF 953.29 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N78°37'15"W, A DISTANCE OF 511.49 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N07°20'31"W, A DISTANCE OF 862.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S88°48'12"E, A DISTANCE OF 500.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.44 ACRES, MORE OR LESS.

TRACT J-1

A TRACT OF LAND IN SECTION 29 AND SECTION 30 TOWNSHIP 11 SOUTH, RANGE 14 EAST, N.M.P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204, WHENCE A 2 INCH ALUMINUM CAP MARKED HIGHWAY DEPARTMENT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 70 EAST BEARS S66°25'49"E, A DISTANCE OF 121.07 FEET, THENCE, S55°43'07"W, FOR A DISTANCE OF 79.42 FEET;

THENCE, N25°57'29"W, A DISTANCE OF 103.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A DELTA OF 103°14'50" AND A RADIUS OF 100.00 FEET FOR A DISTANCE OF 180.20 FEET, THE LONG CHORD OF WHICH BEARS N77°34'56"W, A DISTANCE OF 156.79 FEET TO A 3/4 INCH PIPE,

THENCE, S50°47'36"W, A DISTANCE OF 381.00 FEET TO A POINT OF CURVATURE, TO A 3/4 INCH PIPE;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT WITH A DELTA OF 8°16'40" AND A RADIUS OF 1,710.30 FEET FOR A DISTANCE OF 247.17 FEET, THE LONG CHORD OF WHICH BEARS S89°31'27"W, A DISTANCE OF 246.95 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N72°52'31"W, A DISTANCE OF 196.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N00°21'35"W, A DISTANCE OF 100.01 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N72°52'33"W, A DISTANCE OF 525.14 FEET TO A 1 1/2 INCH ALUMINUM CAP LS #18077;

THENCE, N00°20'31"W, A DISTANCE OF 287.18 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S78°37'15"E, A DISTANCE OF 511.49 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°21'35"E, A DISTANCE OF 105.81 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N70°59'04"E, A DISTANCE OF 42.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N62°12'27"E, A DISTANCE OF 197.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N42°58'24"E, A DISTANCE OF 454.12 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N29°42'43"E, A DISTANCE OF 288.75 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N48°43'48"W, A DISTANCE OF 240.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N25°57'20"E, A DISTANCE OF 52.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N42°48'45"E, A DISTANCE OF 52.60 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N52°09'31"E, A DISTANCE OF 81.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N58°12'29"E, A DISTANCE OF 60.67 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N70°39'07"E, A DISTANCE OF 312.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N57°39'48"E, A DISTANCE OF 208.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N47°14'10"E, A DISTANCE OF 178.41 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N70°59'04"E, A DISTANCE OF 42.58 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N57°58'03"E, A DISTANCE OF 244.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N80°36'05"E, A DISTANCE OF 285.06 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N47°39'39"E, A DISTANCE OF 104.25 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N40°25'34"E, A DISTANCE OF 182.82 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N43°59'02"E, A DISTANCE OF 224.27 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N59°58'08"E, A DISTANCE OF 107.83 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S00°30'32"W, A DISTANCE OF 89.11 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S61°42'34"W, A DISTANCE OF 96.30 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S52°37'44"W, A DISTANCE OF 54.10 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S44°02'47"W, A DISTANCE OF 96.65 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°31'16"W, A DISTANCE OF 198.59 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°59'03"W, A DISTANCE OF 138.90 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S66°17'20"W, A DISTANCE OF 44.61 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S80°11'05"W, A DISTANCE OF 251.99 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S41°11'47"W, A DISTANCE OF 369.35 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S44°40'45"E, A DISTANCE OF 18.73 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S49°24'02"W, A DISTANCE OF 515.15 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, N40°14'52"W, A DISTANCE OF 26.85 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S50°07'18"W, A DISTANCE OF 870.04 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S35°46'33"E, A DISTANCE OF 165.31 FEET TO A 1/2 INCH REBAR WITH 1 INCH PLASTIC CAP #21204;

THENCE, S26°00'58"E, A DISTANCE OF 420.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.00 ACRES, MORE OR LESS.

REPLAT OF RUIDOSO DOWNS RACETRACK -
TRACT E, TRACT J AND TRACT I
RUIDOSO DOWNS PARCEL
#4075065511097000000,
SECTIONS 20, 29 & 30, TOWNSHIP 11
SOUTH, RANGE 14 EAST, N.M.P.M.
CITY OF RUIDOSO DOWNS, LINCOLN
COUNTY, NEW MEXICO
APRIL 2025

FILING AND RECORDING:

FILED FOR RECORD IN THE LINCOLN COUNTY CLERK'S OFFICE ON

THE _____ DAY OF _____, 20____ AT _____ AM / PM

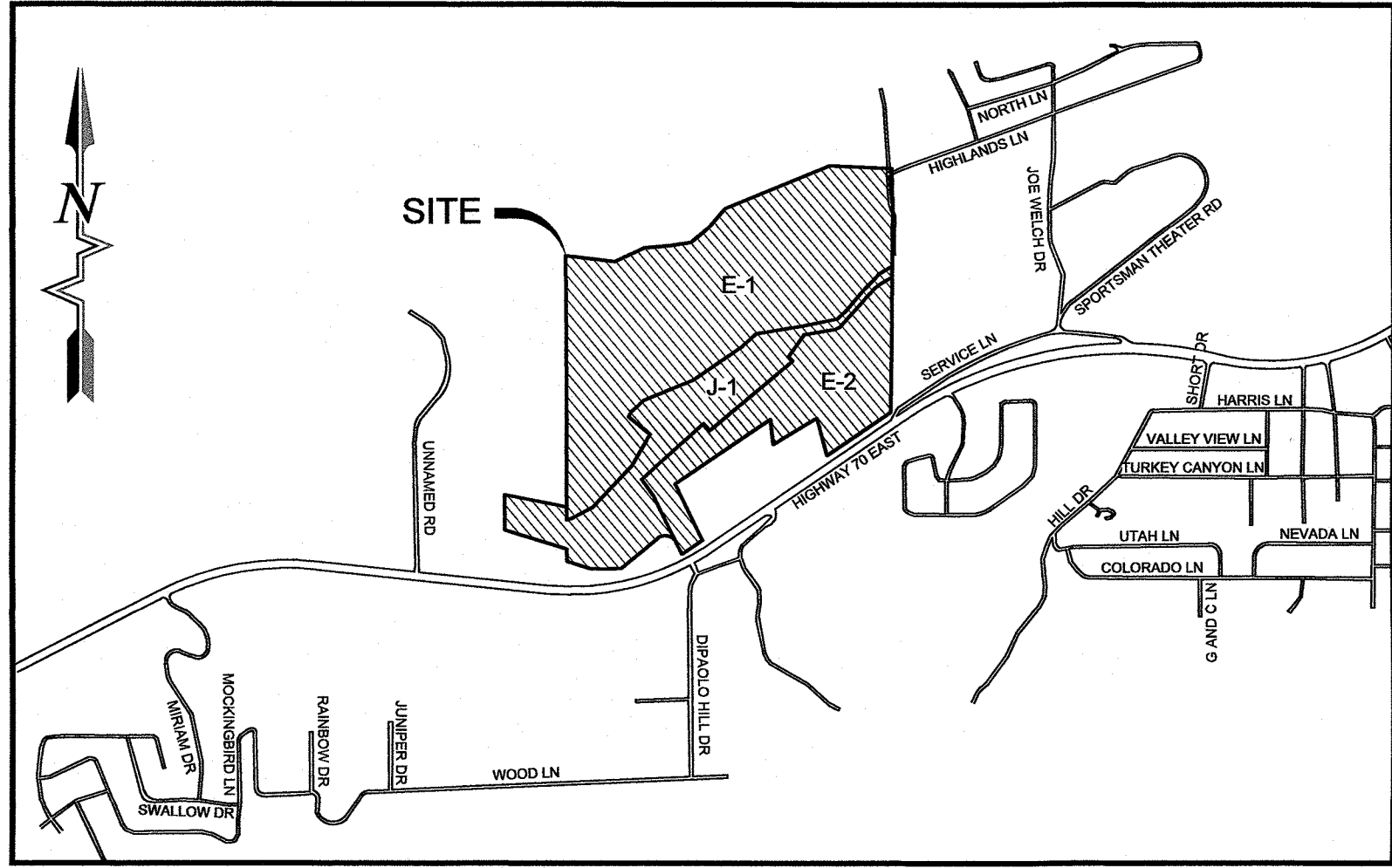
PLAT BOOK _____, PAGE _____

INSTRUMENT No. _____

COUNTY CLERK _____

FEES: _____

RECEIPT # _____



VICINITY MAP
NOT TO SCALE

NOTES:

1. ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO SURVEYOR.
2. PLAT DOES NOT REPRESENT AN "ALTANSPS LAND TITLE SURVEY."
3. FIELD SURVEYS WERE PERFORMED ON SEPTEMBER 9TH, 2025.
4. THE WORD CERTIFY OR CERTIFICATION AS USED HEREIN IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON THEIR BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, AND DOES NOT CONSTITUTE A GUARANTEE, NOR A WARRANTY, EXPRESSED OR IMPLIED.
5. ALL CORNERS FOUND IN PLACE AND HELD WERE TAGGED WITH A BRASS DISC STAMPED "NMP5 21204" UNLESS OTHERWISE NOTED HEREON.
6. THIS BOUNDARY SURVEY IS BASED ON FOUND MONUMENTS AND RECORD DESCRIPTIONS PROVIDED IN THE RUIDOSO DOWNS RACING INC. MORGAGE DOCUMENTS FILED IN THE LINCOLN COUNTY CLERK'S OFFICE ON SEPTEMBER 15, 1988, BOOK 1888-11, PAGES 907-924.
7. THIS SURVEY IS A COMPILATION OF INFORMATION PROVIDED OR FOUND IN THE PUBLIC RECORDS. THERE MAY BE OTHER DOCUMENTS SPECIFYING EASEMENTS, RESTRICTIONS, COVENANTS AND CODES THAT WERE NOT PROVIDED OR KNOWN ABOUT AT THE TIME OF PREPARATION OF THIS REPLAT.

OWNERS STATEMENT AND AFFIDAVIT:

STATE OF WY

COUNTY OF Lincoln

THE UNDERSIGNED BEING FIRST DULY SWORN ON OATH, STATE

THAT I, Philip C. Souder, HAVE OF MY OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS TRACT AND EXISTING ROAD RIGHT-OF-WAY, EASEMENTS, DEDICATIONS TO BE RE-PLATTED. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF RUIDOSO DOWNS.

Philip C. Souder
TRUSTEE, RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST

ACKNOWLEDGEMENT:

STATE OF Wyoming

COUNTY OF Lincoln

THIS IS TO CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 04 DAY

OF May, 2025 BY Philip C. Souder

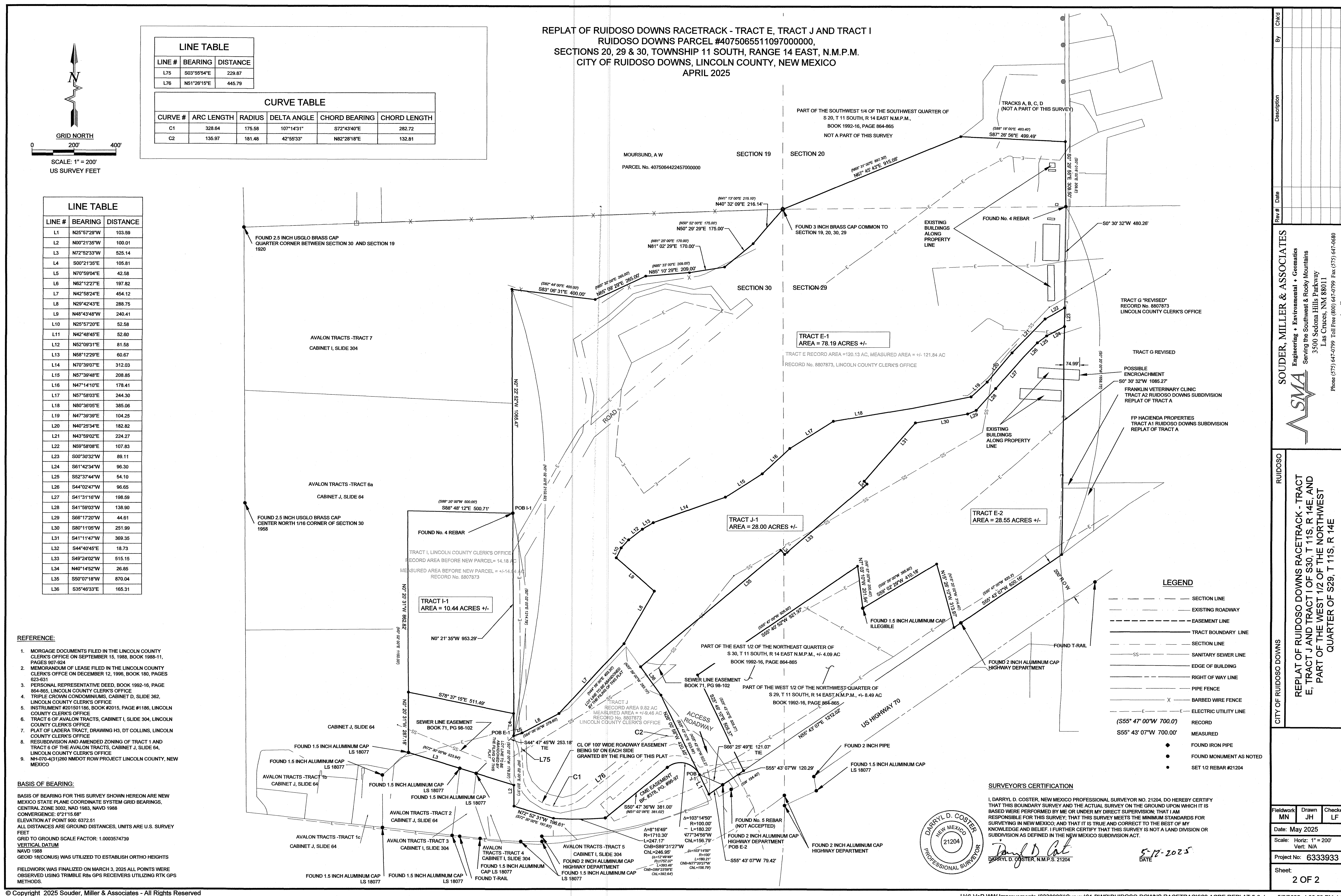
NOTARY PUBLIC René L Lovitt

MY COMMISSION EXPIRES 11/30/2030

RENE L LOVITT
Notary Public - State of Wyoming
Commission ID: 150286
My Commission Expires Nov. 30, 2030

UTILITY APPROVALS

AS GENERAL AND AS SHOWN BY THIS PLAT, AN EASEMENT IS RESERVED FOR ALL EXISTING OVERHEAD/UNDERGROUND UTILITIES ON THE LAND BEING SUBDIVIDED HEREON. INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET



AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: July 1, 2025

Re: Approval of Adoption of Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7

Item Summary:

Approval of Adoption of Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7.

Financial Impact:

During emergency operations of a declared disaster, overtime wages are reimbursable. If a disaster declaration is not in effect, the Village usually has budget savings from vacant positions to cover any incurred cost.

Item Discussion:

Approval of Adoption of Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7.

Recommendations:

To Approve Adoption of Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7.

ATTACHMENTS:

Description

Resolution 2025-21, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 4 Section 4-2-6 and 4-2-7

VILLAGE OF RUIDOSO

RESOLUTION 2025-21

A RESOLUTION AMENDING ORDINANCE 2014-06 VILLAGE OF RUIDOSO PERSONNEL POLICY CHAPTER 4: PAY SECTIONS 4-2-6 AND 4-2-7.

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

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

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

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso hereby adopts the AMENDED Personnel Policies, Ordinance 2014-06, Chapter 4 Section 4-2-6 and 4-2-7.

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

CHAPTER 4: POSITIONS AND PAY

4-2-4 An employee may be placed in an interim position, which is a non-competitive appointment of an incumbent to temporarily assume the duties of a vacant position for a period not to exceed 18 months. An employee in an interim position will be paid at least the minimum in the pay band for the position in which the employee is acting. The Village Manager may remove an employee from the interim position at any time with or without cause or reason.

If an interim employee is eligible for benefits under their pre- and post-interim positions, then they continue to receive benefits during the interim position. If the employee is not eligible for benefits pre- and post-interim placement, the interim employee shall not be eligible for benefits during that position even though the position for which the employee is acting as interim might normally receive benefits.

4-2-5 Pay changes shall become effective at the beginning of the next pay period after the action causing the change. All employees will be compensated following the current approved pay plan and step plan within their corresponding pay band.

4-2-6 A temporary salary increase (TSI) may be authorized by the Village Manager or designee, in writing, of up to fifteen percent (15%) of an employee's base pay to an employee in a position that has been designated as critical to the effective operations of the Village. Typically, temporary salary increases are used during a period of increased workload due to a disaster or emergency but may also be authorized for other urgent situations as determined by the Village.

A temporary salary increase authorized under this provision may be approved for up to one year. Payment of this temporary salary increase shall be separate from the employee's base pay and may not transfer with the employee should the employee leave that position.

If a temporary salary increase results in an employee's pay exceeding the maximum of the pay band the Village Manager or designee shall determine eligibility.

~~4-2-6~~

4-2-7 If an employee receives temporary incentive pay and goes on FMLA or Worker's Compensation leave, the employee shall not receive the temporary incentive pay until they return to work. Temporary incentive pay includes FTO (Field Training Officer), Safety Liaison, ~~and~~ special assignment pay, **or temporary salary increases**.

PASSED, APPROVED, AND ADOPTED ON THIS 8TH DAY OF JULY 2025.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Katy Simpson, Dispatch Supervisor

Meeting Date: July 1, 2025

Re: Discussion on Grant Agreement between the Village of Ruidoso and the New Mexico Department of Finance and Administration for the New Mexico E-911 Program Grant to Fund the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and the Mescalero Apache Reservation, for the Period of Time between July 1, 2025 and June 30, 2026.

Item Summary:

Discussion on Grant Agreement between the Village of Ruidoso and the New Mexico Department of Finance and Administration for the New Mexico E-911 Program Grant to Fund the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and the Mescalero Apache Reservation, for the Period of Time between July 1, 2025 and June 30, 2026.

Financial Impact:

The financial impact for this agreement will be \$388,820.00 which will be paid by NM Dept of Finance and Administration - no cost to the Village of Ruidoso.

Item Discussion:

Grant Agreement between the Village of Ruidoso and the New Mexico Department of Finance and Administration for the New Mexico E-911 Program Grant to Fund the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and the Mescalero Apache Reservation, for the Period of Time between July 1, 2025 and June 30, 2026.

Recommendations:

To Discuss Grant Agreement between the Village of Ruidoso and the New Mexico Department of Finance and Administration for the New Mexico E-911 Program Grant to Fund the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and the Mescalero Apache Reservation, for the Period of Time between July 1, 2025 and June 30, 2026.

ATTACHMENTS:

Description

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 26-E-57

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **Village of Ruidoso**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “Act”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“PSAP”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the Village of Ruidoso and Mescalero Apache Reservation,, which also provides E-911 related services to Ruidoso and Mescalero Apache Reservation areas, as well as E-911 related reimbursements for training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “Grantee” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 17, 2025**, the State Board of Finance awarded the Grantee **\$388,820** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2025**, through **June 30, 2026**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

- A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.
- B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$388,820** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.
- B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.
- D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.
- E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the Village of Ruidoso terminate the Grant Agreement, the Village of Ruidoso may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Katy Simpson**
Title: **Dispatch Supervisor, Ruidoso Police Department**
Address: **1085 Mechem Dr.**
Ruidoso, NM 88345

Phone: **575-258-7365**
Fax: **575-258-1863**
Email: **Katyborn@ruidoso-nm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauff, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-660-3637**
Fax: **505-827-4948**
Email: Stephen.Weinkauff@dfa.nm.gov

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Cecilia Mavrommatis, Local Government Division Director

Date

Exhibit A

FY26 PSAP Annual Report

DUE JUNE 30th, 2026

Please complete the PSAP Annual Report on-line at: [FY26 Annual PSAP Report](#) Or copy and paste this link into your browser: <https://forms.office.com/g/LV5hbWUdbA>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report:

• JPA and MOU Agreements	
• Established Procedures to handle calls from Speech and Hearing Impaired Individuals	
• Established Procedure for handling abandoned or silent 911 calls	
• PSAP Insurance Provider and Liability Insurance	
• DPS Acadis Roster	
• 911 Call Transfers and Procedures which includes no transfer policies	
• MOU or Release of Liability for 911 Transfers	

Exhibit B

Federal 911 Resource Center Report

Call Stats

DUE JANUARY 30th, 2026

Please complete the PSAP Annual Report on-line at: [FY26 Exhibit B Call Stats](#) or copy and paste this link into your browser: <https://forms.office.com/g/ezdPCUg4wA>

Call Types	Annual Total of Calls from January 1 through December 31, 2025
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

Grantee:	Village of Ruidoso	Grant Award:	388,820
Address:	237 Service Rd. Ruidoso, New Mexico 88345	Project Number:	26-E-57
Telephone:	(575) 258-4343	Grant Period:	July 1, 2025 - June 30, 2026
Number of Funded PSAP Positions:		Ruidoso - 6	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	48,518
NextGen 9-1-1 ESInet & NGCS	88,015
Dispatch Software	
Recorder	
UPS/Generator	
Capital Subtotal	136,533
Recurring Network/Managed Services	
E-911 Voice Network	66,377
Data Network	2,500
NextGen 9-1-1 ESInet	15,459
NextGen 9-1-1 NGCS	29,831
Wireless Cost Recovery	-
Recurring Network/Circuit Subtotal	114,167
Recurring Maintenance	
Dispatch Software	
System Maintenance	92,224
Recurring Maintenance Subtotal	92,224
Services/Training	
911 Related Training	12,000
911 Related GIS	6,000
911 Consulting Services	8,647
GIS Consulting Services	13,750
Interpretive Services	500
Minor Equipment	5,000
Services/Training Subtotal	45,897
TOTAL	388,820

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: July 1, 2025

Re: Discussion on Village of Ruidoso Police Department Recruiting Incentive Payments for Recruitment of Entry Level Police Officer Candidates and Lateral Police Officer Candidates.

Item Summary:

Discussion on Village of Ruidoso Police Department Recruiting Incentive Payments for Recruitment of Entry Level Police Officer Candidates and Lateral Police Officer Candidates.

Financial Impact:

The Financial Impacts for the Village of Ruidoso will be \$5,000 for Entry Level and \$10,000 for Lateral Officers. The funds will be paid out of Vacant positions that will not be filled. A patrol officer is budgeted at \$99,400.00 per year and the department currently has four (4) vacant patrol officers positions.

Item Discussion:

A recruitment incentive payment totaling the sum of \$5,000 (payable in three installments) to **Police Department Employee** for recruiting an **Entry Level Police Officer Candidate** as follows:

- A) Payment of \$1,500 when an entry level police officer candidate is hired; and
- B) Upon the entry level police officer candidate's completion of the police academy, the sum of \$1,500 will be paid; and
- C) Upon completion of two years of continuous full-time employment with the Ruidoso Police Department, the remaining sum of \$2,000 will be paid to the Police Department Employee.

A recruitment incentive payment totaling the sum of \$10,000 (payable in three installments) to **Police Department Employee** for recruiting a **Lateral Police Officer Candidate** as follows:

- A) Payment of \$4,000 when a lateral police officer candidate is hired; and

B) Upon the completion of the lateral police officer's one year probationary period the sum of \$3,000 will be paid; and

C) Upon completion of two years of continuous full-time employment with the Ruidoso Police Department, the remaining sum of \$3,000 will be paid to the Police Department Employee.

D) The Police Department Employee accepts the sign-on payment and commits to **three years of continuous full-time employment** as a Police Officer with the Village of Ruidoso to receive any recruiting incentive payment(s).

Recommendations:

To Discuss Village of Ruidoso Police Department Recruiting Incentive Payments for Recruitment of Entry Level Police Officer Candidates and Lateral Police Officer Candidates.

ATTACHMENTS:

Description

Lateral

Entry Level

VILLAGE OF RUIDOSO POLICE DEPARTMENT
RECRUITING INCENTIVE PAYMENT
(Police Officer Candidate – Lateral Officer)

This agreement is made and entered into this _____ day of _____, 20_____, by and between the Village of Ruidoso, a New Mexico municipal corporation, (hereinafter referred to as "Village") and _____, whose address is _____, (hereinafter referred to as "Police Department Employee").

WHEREAS, in an effort to attract potential police officer candidates, to keep qualified and experienced police officers on the force after their training is complete through the mentoring of new police officers, and encourage recruitment by Police Department Employees, the Village of Ruidoso, through its police department, is offering a recruitment incentive payment (also referred to as "Recruiting Incentive") to individuals that meet certain qualifications; and

WHEREAS, the City wishes to pay Police Department Employees who meet certain criteria, the sum of \$10,000 (payable in three separate installments) as a recruitment incentive; and

WHEREAS, the parties agree that the criteria, as listed below, must be met for the Police Department Employee to receive the recruitment incentive payment.

NOW, THEREFORE, the parties hereby agree as follows:

Subject to subsection (D) below, a recruitment incentive payment totaling the sum of \$10,000 (payable in three installments) to **Police Department Employee** for recruiting a **Lateral Police Officer Candidate** as follows:

- A) Payment of \$4,000 when a lateral police officer candidate is hired; and
- B) Upon the completion of the lateral police officer's one year probationary period the sum of \$3,000 will be paid; and
- C) Upon completion of two years of continuous full-time employment with the Ruidoso Police Department, the remaining sum of \$3,000 will be paid to the Police Department Employee.
- D) The Police Department Employee accepts the sign-on payment and commits to **three years of continuous full-time employment** as a Police Officer with the Village of Ruidoso to receive any recruiting incentive payment(s).

1. It shall be the Police Department Employee's responsibility to notify their supervisor of eligibility of the recruitment incentive payment when the entry-level police officer candidate, completes the police academy, and completes two years of employment with the Ruidoso Police Department. If the Police Department Employee fails to notify their supervisor, completion of the one year of probation, or two-year anniversary, within 30 days of each step, he/she may become ineligible for any remaining recruitment incentive payments.
2. Both parties agree that the applicable recruitment incentive payment does not affect any other rights, duties, obligations, or privileges of each party regarding Police Department Employee's employment with the Village of Ruidoso. This agreement is not a "guarantee" of continuous employment by the Village to the Police Department Employee.
3. In the event the employee resigns or otherwise has their employment terminated from the Ruidoso Police Department, within three years from the date of hire, the employee shall reimburse the Village of Ruidoso for the last paid out installment of any stipend, hiring bonuses, or other monetary incentives offered at the time hire.
4. The Village of Ruidoso may withhold any amount due under paragraph four (4) of this agreement from employee's final paycheck; however, such amounts withheld shall not reduce employee's final paycheck to less than minimum wage for the hours worked during the employee's final pay period.
5. The Police Department Employee will be responsible for all attorney's fees incurred should the Village of Ruidoso have to take legal action to recover any of the above costs.
6. This agreement is effective the day and year written above.

By _____ Printed Name: _____
Ruidoso Police Department Employee Candidate

By _____ Printed Name: _____

Title: _____
On behalf of the Ruidoso Police Department

A copy of this agreement was provided to Human Resources on _____.

VILLAGE OF RUIDOSO POLICE DEPARTMENT
RECRUITING INCENTIVE PAYMENT
(Police Officer Candidate – Entry Level)

This agreement is made and entered into this ____ day of ____, 20____, by and between the Village of Ruidoso, a New Mexico municipal corporation, (hereinafter referred to as "Village") and _____, whose address is _____, (hereinafter referred to as "Police Department Employee").

WHEREAS, in an effort to attract potential police officer candidates, to keep qualified and experienced police officers on the force after their training is complete through the mentoring of new police officers, and encourage recruitment by Police Department Employees, the Village of Ruidoso, through its police department, is offering a recruitment incentive payment (also referred to as "Recruiting Incentive") to individuals that meet certain qualifications; and

WHEREAS, the Village wishes to pay Police Department Employees who meet certain criteria, the sum of \$5,000 (payable in three separate installments) as a recruitment incentive; and

WHEREAS, the parties agree that the criteria, as listed below, must be met for the Police Department Employee to receive the recruitment incentive payment.

NOW, THEREFORE, the parties hereby agree as follows:

Subject to subsection (D) below, a recruitment incentive payment totaling the sum of \$5,000 (payable in three installments) to ***Police Department Employee*** for recruiting an ***Entry Level Police Officer Candidate*** as follows:

- A) Payment of \$1,500 when an entry level police officer candidate is hired; and
- B) Upon the entry level police officer candidate's completion of the police academy, the sum of \$1,500 will be paid; and
- C) Upon completion of two years of continuous full-time employment with the Ruidoso Police Department, the remaining sum of \$2,000 will be paid to the Police Department Employee.
- D) The Police Department Employee accepts the sign-on payment and commits to **three years of continuous full-time employment** as a Police Officer with the Village of Ruidoso to receive any recruiting incentive payment(s).

1. It shall be the Police Department Employee's responsibility to notify their supervisor of eligibility of the recruitment incentive payment when the entry-level police officer candidate, completes the police academy, and completes two years of employment with the Ruidoso Police Department. If the Police Department Employee fails to notify their supervisor, completion of the police academy, or two-year anniversary, within 30 days of each step, he/she may become ineligible for any remaining recruitment incentive payments.
2. Both parties agree that the applicable recruitment incentive payment does not affect any other rights, duties, obligations, or privileges of each party regarding Police Department Employee's employment with the Village of Ruidoso. This agreement is not a "guarantee" of continuous employment by the Village to the Police Department Employee.
3. In the event the employee resigns or otherwise has their employment terminated from the Ruidoso Police Department, within three years from the date of hire, the employee shall reimburse the Village of Ruidoso for the last paid out installment of any stipend, hiring bonuses, or other monetary incentives offered at the time hire.
4. The Village of Ruidoso may withhold any amount due under paragraph four (4) of this agreement from employee's final paycheck; however, such amounts withheld shall not reduce employee's final paycheck to less than minimum wage for the hours worked during the employee's final pay period.
5. The Police Department Employee will be responsible for any attorney's fees incurred should the Village of Ruidoso have to take legal action to recover any of the above costs.
6. This agreement is effective the day and year written above.

By _____ Printed Name: _____
Ruidoso Police Department Employee Candidate

By _____ Printed Name: _____

Title: _____
On behalf of the Ruidoso Police Department

A copy of this agreement was provided to Human Resources on _____.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: July 1, 2025

Re: Discussion on Amendment No. 001 to Joint Funding Agreement (JFA) #24RGJFA35 with United States Department of the Interior for Geomorphic Survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage In the Amount of \$5,769.00 for a Total Amount of \$64,000.00 and to Extend the End Date to September 30, 2026.

Item Summary:

Discussion on Amendment No. 001 to Joint Funding Agreement (JFA) #24RGJFA35 with United States Department of the Interior for Geomorphic Survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage In the Amount of \$5,769.00 for a Total Amount of \$64,000.00 and to Extend the End Date to September 30, 2026.

Financial Impact:

Funds are budgeted in the SGRT Special Revenue Fund's Professional Fees line item (202-205-52006) in the amount of \$64,000.00.

Item Discussion:

This amendment is for the agreement dated May 15, 2024.

Objectives: The objective of this project is to use techniques established from previous geomorphic surveys to define the geomorphic characteristics of North Fork Eagle Creek over the stream reach between the North Fork and Eagle Creek streamgages, as part of the monitoring requirements stipulated in the draft ROD for the North Fork Eagle Creek Wells Special Use Authorization.

Approach: Geomorphic characteristics of North Fork Eagle Creek between the North Fork and Eagle Creek streamgages will be established and compared to previous geomorphic surveys conducted between 2017 to 2021. Specifically, this study will:

1. Conduct a topographic survey using a RTK GNSS at 14 pre-defined cross sections.
2. Geolocate and catalog woody debris accumulations and pools within the stream channel.
3. Process survey data into a publicly available data release.
4. Based on the results of the survey and field observations, provide a USGS Scientific Investigation Report (SIR) to the Village of Ruidoso (VOR) summarizing the current geomorphic state of the surveyed reach, and changes noted from previous geomorphic surveys.

Data from the survey, along with field observations, will be published as an online data release and the results and interpretations from the geomorphic survey will be presented as a USGS SIR. Total cost of the proposed project is \$64,000 over 3 years.

Recommendations:

To Discuss Amendment No. 001 to Joint Funding Agreement (JFA) #24RGJFA35 with United States Department of the Interior for Geomorphic Survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage In the Amount of \$5,769.00 for a Total Amount of \$64,000.00 and to Extend the End Date to September 30, 2026.

ATTACHMENTS:

Description

JPA



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

June 24, 2025

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

Dear Mr. Crawford,

Enclosed is amendment 001 to Joint Funding Agreement (JFA), 24RGJFA35 for a project as described in the attached proposal, "Geomorphic survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage." The amendment is to increase the Village of Ruidoso funding by \$5,769 for a total agreement amount of \$64,000 and to extend the end date to September 30, 2026.

If you concur, please sign and return a copy of the amendment 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 William Seelig at (915) 534-6307. Administrative questions should be addressed to Esther Torrez at (505) 418-6073.

Sincerely,

**ANNE
TILLERY**

Digitally signed by ANNE
TILLERY
Date: 2025.06.24
14:58:55 -06'00'

Anne Tillery
Acting Director

**UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS**

Agreement No: 24RGJFA35
Customer No: 6000000329

Amendment No: 001
TIN: 85-6000650
Fixed Cost: YES

This amendment is for the agreement dated May 15, 2024, between the U.S. GEOLOGICAL SURVEY (USGS), 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 attached proposal entitled, "Geomorphic survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage," hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43USC 50b.
2. Paragraph 2a of the agreement is hereby increased by \$0.00 to read as follows:

(a) \$0.00 by the party of the first part during the periods

May 15, 2024 to September 30, 2026

Paragraph 2b of the agreement is hereby increased by \$5,769 to read as follows:

(b) \$64,000 by the party of the second part during the periods

May 15, 2024 to September 30, 2026

Billing for this agreement will be rendered quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

by **ANNE TILLERY**
Digitally signed by ANNE TILLERY
Date: 2025.06.24 14:56:27 -06'00'
(Signature)
Anne Tillery
(Name)
Acting Director,
New Mexico Water Science Center
Date June 24, 2025

VILLAGE OF RUIDOSO

by _____ Date: _____
(Signature)

(Name)

by _____ Date: _____
(Signature)

(Name)



PROPOSAL SUBMITTED TO: The Village of Ruidoso

Geomorphic survey of North Fork Eagle Creek, from North Fork Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage



U.S. Geological Survey
New Mexico Water Science Center
USGS Contact: William G. Seelig, Justin R. Nichols
May 6, 2025

Summary

Problem. The U.S. Department of Agriculture Forest Service (USFS) issued a Record of Decision (ROD) for the North Fork Eagle Creek Wells Special Use Authorization on February 18, 2016. A series of nondiscretionary monitoring measures were specified as part of the ROD. Item 6 of these measures asks how the geomorphic characteristics of Eagle Creek are changing over time, to be addressed through repeated geomorphic surveys of the stream reach between the North Fork Eagle Creek (U.S. Geological Survey) (USGS) station identification number 08387550) and the Eagle Creek below South Fork (08387500) streamgages.

Objectives. The objective of this project is to use techniques established from previous geomorphic surveys to define the geomorphic characteristics of North Fork Eagle Creek over the stream reach between the North Fork and Eagle Creek streamgages, as part of the monitoring requirements stipulated in the draft ROD for the North Fork Eagle Creek Wells Special Use Authorization.

Approach. Geomorphic characteristics of North Fork Eagle Creek between the North Fork and Eagle Creek streamgages will be established and compared to previous geomorphic surveys conducted between 2017 to 2021. Specifically, this study will:

1. Conduct a topographic survey using a RTK GNSS at 14 pre-defined cross sections.
2. Geolocate and catalog woody debris accumulations and pools within the stream channel.
3. Process survey data into a publicly available data release.
4. Based on the results of the survey and field observations, provide a USGS Scientific Investigation Report (SIR) to the Village of Ruidoso (VOR) summarizing the current geomorphic state of the surveyed reach, and changes noted from previous geomorphic surveys.

Data from the survey, along with field observations, will be published as an online data release and the results and interpretations from the geomorphic survey will be presented as a USGS SIR. Total cost of the proposed project is \$64,000 over 3 years.

Relevance and Benefits. This study will provide information that could be used in future studies to assess the response of North Fork Eagle Creek watershed to groundwater removal through municipal pumping and will assist the VOR in fulfilling monitoring and mitigation requirements laid out in the ROD Special Use Authorization. This study will also provide an assessment of the long-term response of the North Fork Eagle Creek watershed following disturbances like the 2012 Little Bear Fire. Monitoring information will inform discussions between the VOR and the FS in the development of monitoring plans and in future management decisions under this authorization. This study also contributes to the USGS strategic scientific focus to “monitor and assess availability and quality of the Nation’s freshwater supply,” and the strategic partnership focus to “enhance partnerships with Federal agencies, academia, and others in the Earth system modeling community” (U.S. Geological Survey, 2021).

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Data Management Plan (internal and SFT use)**Error! Bookmark not defined.**

Safety Concerns**Error! Bookmark not defined.**

Introduction

The Village of Ruidoso (VOR), in south-central New Mexico, currently has three active supply wells located along North Fork Eagle Creek in the Lincoln National Forest (Figure 1). These wells began production in 1988, and supply 24-29 percent of the VOR water supply (U.S. Department of Agriculture Forest Service [USFS], 2015). The permit for operation of these wells expired in 1995, and discussions began at that time regarding permit renewal. A concern by some parties in

these discussions was the potential effect of well operations on streamflow in Eagle Creek. As a result of these discussions, the U.S. Geological Survey (USGS), in cooperation with the VOR, conducted a study of North Fork Eagle Creek from 2007 to 2009, to characterize the hydrology of the basin and the effects of groundwater pumping on streamflow (Matherne and others, 2010). The U.S. Department of Agriculture Forest Service, Lincoln National Forest (FS) issued the North Fork Eagle Creek Wells Special Use Authorization Project Draft Environmental Impact Statement in May 2012, shortly before the start of the Little Bear Fire, which burned substantial portions of the watershed. Changes in some aspects of the hydrology of North Fork Eagle Creek were expected following the Little Bear Fire, including increased overland runoff and reduced infiltration, temporary increases in ‘flashy’ responses to rainfall and snowmelt, increased sediment and debris yields, and changes to vegetation as a result of flooding. Based on the altered post-wildfire watershed conditions, a Supplemental Draft Environmental Impact Statement was released by the FS in 2015 (U.S. Department of Agriculture Forest Service, 2015). The Record of Decision North Fork Eagle Creek Wells Special Use Permit (ROD) regarding the VOR permit for operation of the production wells was released in February 2016 (U.S. Department of Agriculture Forest Service, 2015).

The ROD established the alternative, among several considered in the Final Environmental Impact Statement, that would be implemented and stipulated the terms and conditions of a new special use permit. Included in the decision were monitoring measures designed to address direct or indirect effects of pumping or to help calibrate effects attributable to pumping. The VOR has requested the USGS to assist in one of these monitoring efforts by establishing geomorphic characteristics within the North Fork Eagle Creek. The collaboration between the VOR and USGS involved five annual geomorphic surveys of the North Fork Eagle Creek to include the reach between the USGS North Fork Eagle Creek and the Eagle Creek below South Fork streamgages. The results from the five annual surveys were published in three Open File Reports (OFRs; Graziano, 2019; Graziano, 2020; and Graziano and Chavarria, 2022), and one Scientific Investigations Report (SIR; Nichols and others, 2023) that also summarized the geomorphic change through the five-year study period, which, combined with data collected in previous surveys (Matherne and others, 2010), can be used to establish a geomorphic baseline for future studies. The SIR concluded that there was minimal overall topographic change through the study reach, but that there was an overall increase in woody debris accumulations and stream pools over the 5-year period. The VOR has requested the USGS to continue with geomorphic surveys at a three-year interval to meet ROD requirements and provide long-term monitoring efforts.

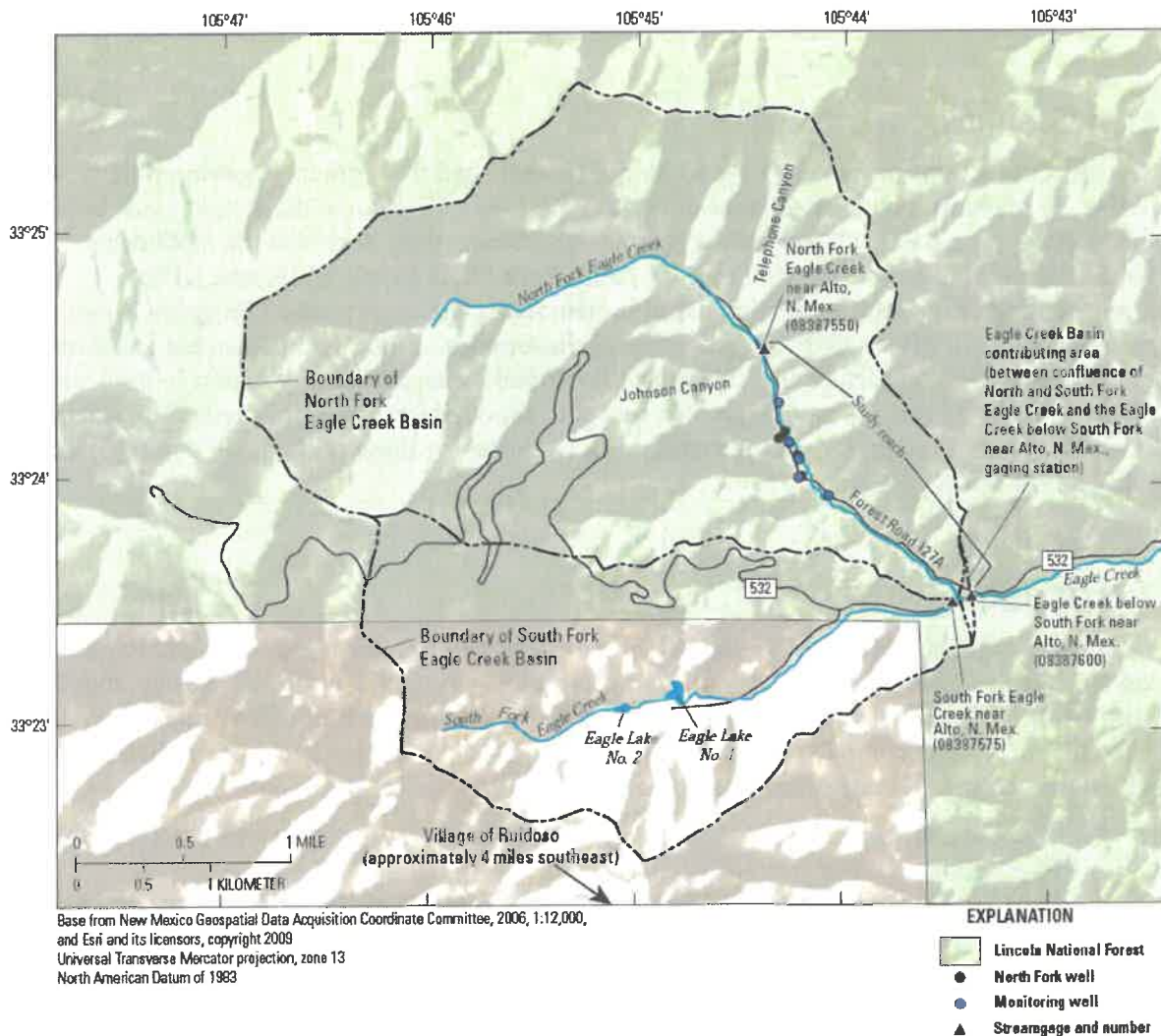


Figure 1: Location of the study reach, Eagle Creek Basin contributing area, Lincoln National Forest boundaries, streamgages, and wells in the study area in the Eagle Creek Basin, south-central New Mexico (modified from Matherne and others, 2010).

Problem

A series of nondiscretionary monitoring measures were specified as part of the ROD for the North Fork Eagle Creek Wells Special Use Authorization. Item 6 of these measures asks how the geomorphic characteristics of Eagle Creek are changing over time and need to be addressed through a geomorphic survey of the stream reach between the North Fork Eagle Creek (USGS station identification number 08387550) and the Eagle Creek below South Fork (08387500) streamgages. Woody debris accumulations and pools can alter the hydrologic conditions of a stream reach causing localized geomorphic change; therefore, these features need to be documented in addition to topographic surveys to inform the geomorphic assessment. While the previous surveys in the stream reach were able to establish a geomorphic baseline, they were unable to quantify long-term trends in geomorphic change due to their short-term observation period of 5 years (Nichols and others, 2023).

Objectives and Scope

The objective of this project is to use techniques established from previous geomorphic surveys to define the geomorphic characteristics of North Fork Eagle Creek over the stream reach between the North Fork and Eagle Creek below South Fork streamgages, as part of the monitoring requirements stipulated in the ROD for the North Fork Eagle Creek Wells Special Use Authorization. The specific question asked in item (6) of Monitoring and Mitigation Measures of the Draft ROD is: “How are the geomorphic characteristics of the stream changing and what effect does it have on surface and subsurface flows and water availability within rooting zones?” It should be noted that repeat topographic surveys cannot address questions regarding subsurface flows and water availability within rooting zones; addressing these portions of item (6) is outside the scope of this proposal.

Approach

Geomorphic characteristics of North Fork Eagle Creek between the North Fork and Eagle Creek streamgages will be established based on a geomorphic survey. Results of the survey, together with field observations, will be summarized in an SIR. The final report will synthesize results from the survey and compare survey results to previous 2017-2021 surveys performed in the stream reach. Specific tasks for this study are as follows:

1. Conduct a topographic survey consisting of channel cross sections using a RTK GNSS at 14 pre-defined cross sections.
2. Geolocate and catalog woody debris accumulations and pools within the stream channel.
3. Process survey data into a publicly available data release.
4. Provide a USGS Scientific Investigation Report (SIR) to the VOR summarizing the current geomorphic state of the surveyed reach, and changes noted from previous geomorphic surveys.

Task 1: Topographic Survey

The reach between the North Fork and Eagle Creek below South Fork streamgages, a length of about 1.6 miles, will be surveyed in mid to late-June, 2025. Channel cross-sections will be surveyed using standard USGS protocols (Benson and Dalrymple, 1984) at the two streamgage sites, and at 14 cross-sections previously established in past geomorphic surveys performed in the study reach (Nichols and others, 2023; Figure 2). Cross-sections will extend into the riparian zone to better characterize potential overbank flooding. Benchmarks have been established at each cross-section, for repeat measurements. The channel will be surveyed using RTK GNSS, with an accuracy of +/- 0.1 ft.

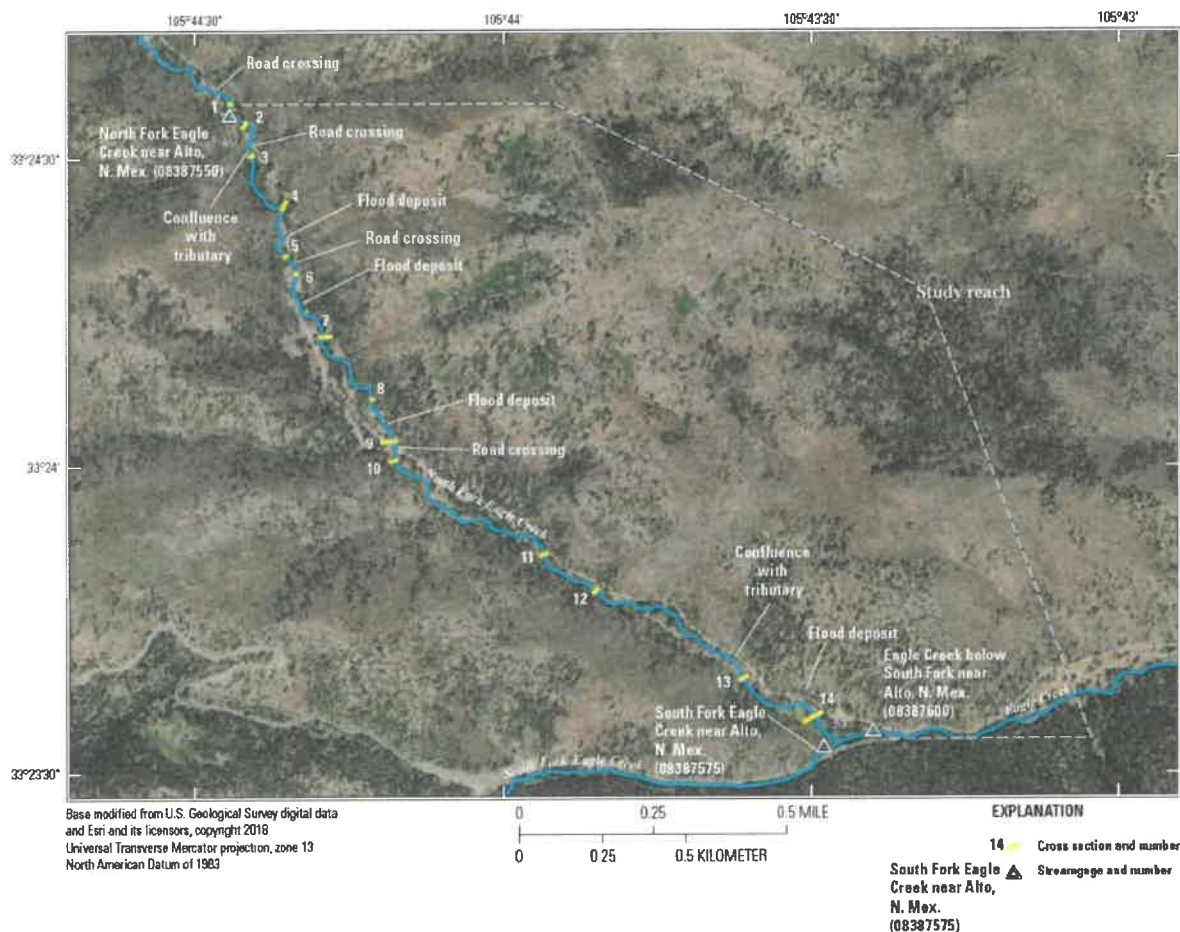


Figure 1: Study reach extent, locations of streamgages, locations and extents of cross sections, and locations of other features in the North Fork Eagle Creek Basin, south-central New Mexico, 2017–21 (Graziano, 2019).

Task 2: Ancillary Field Observations

In addition to the survey, the channel condition will be further characterized by using photographs and observations of features such as pool locations and aggradation or degradation of sediment and woody debris accumulations. All geomorphic features, to include pools and debris accumulations, will be geolocated, categorized, and cataloged. Streamflow is measured at the two streamgages at either end of the survey reach, and at the South Fork Eagle Creek near Alto, New Mexico (08387575) streamgage. The South Fork is a tributary to Eagle Creek, entering upstream from the Eagle Creek streamgage (Figure 2).

Task 3: Data Processing and Data Release

Cross-sections and channel profiles will be developed based on the survey data. Cross-sections will include channel width and bank height and slope at each location. All data associated with the project will be made publicly available through a data release on the USGS data cataloging and management platform, ScienceBase (<https://www.sciencebase.gov/catalog/>).

Task 4: Interpretation and SIR Publication

Results of the survey and field observations will be presented to the VOR as an SIR, to include data forms, summary tables, photographs, and figures, and an interpretation of results.

Relevance and Benefits

This study will provide information which can contribute to an assessment of the response of the North Fork Eagle Creek watershed to groundwater withdrawal through municipal well pumping and will assist the VOR in fulfilling monitoring and mitigation requirements laid out in the Draft ROD Special Use Authorization. Monitoring information will inform discussions between the VOR and the FS in the development of annual monitoring plans and in future management decisions under this authorization.

This study contributes to the goals of the USGS strategic scientific focus to “monitor and assess availability and quality of the Nation’s freshwater supply,” and the strategic partnership focus to “enhance partnerships with Federal agencies, academia, and others in the Earth system modeling community” (U.S. Geological Survey, 2021).

Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure completeness of the information communicated during the study. The QA objectives for collection and communication of information will:

- Withstand scientific scrutiny,
- Be obtained by methods appropriate for the information and its intended use, and
- Be representative and of known completeness and comparability.

Surveys will be conducted, and data processed according to standard USGS protocols (Benson and Dalrymple, 1967). Project records will be electronically archived at the USGS New Mexico Water Science Center. All data associated with the project will be made publicly available through a data release on the USGS data cataloging and management platform, ScienceBase (<https://www.sciencebase.gov/catalog/>).

Deliverables

Data collected during the field surveys will be made publicly available through a data release published through ScienceBase. Results of the survey, along with field observations, and interpretations, will be published as a USGS SIR.

Timeline and Budget

The field survey will be completed in June-July 2025. Project tasks 1, 2, and 3 will be completed from Q3 of FY 25 to Q1 of FY 26 and consist of performing the field survey, formatting the survey data, and publishing it as a data release. Task 4 will be completed from Q1 to Q4 of FY 26, and consists of analysis of survey data to quantify geomorphic characteristics, comparisons to previous surveys, and a publication of interpretations through an SIR. Task 1, Task 2, and Task 3

are budgeted for \$19,316 and will involve a total of 176 staff hours, while Task 4 is budgeted for \$44,683 and will involve a total of 370 staff hours, equaling a total project cost of \$64,000.

Timeline: Begins after finalization of Joint Funding Agreement

Task	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Topographic Cross-Section Survey												
Task 2: Ancillary Field Observations Cataloging												
Task 3: Data processing and data release												
Task 4: Data analysis, interpretation, and SIR												

	Year 1	Year 2	Year 3	Total
Village of Ruidoso	\$9,734	\$9,582	\$44,683	\$64,000
USGS	\$0	\$0	\$0	\$0
Total	\$9,734	\$9,582	\$44,683	\$64,000

References

- Benson, M.A., and Dalrymple, Tate, 1967, General field and office procedures for indirect measurements: U.S. Geological Survey Techniques of Water-Resources Investigations, book 3, chap. A1, 30 p., <http://pubs.er.usgs.gov/publication/twri03A1>.
- Graziano, A.P., 2019, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2017: U.S. Geological Survey Open-File Report 2018–1187, 28 p., at <https://doi.org/10.3133/ofr20181187>.
- Graziano, A.P., 2020, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2018: U.S. Geological Survey Open-File Report 2020–1121, 37 p., at <https://doi.org/10.3133/ofr20201121>.
- Graziano, A.P., and Chavarria, S.B., 2022, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2019: U.S. Geological Survey Open-File Report 2022–1041, 36 p., at <https://doi.org/10.3133/ofr20221041>.
- Matherne, A.M., Myers, N.C., and McCoy, K.J., 2010, Hydrology of Eagle Creek Basin and effects of groundwater pumping on streamflow, 1969–2009: U.S. Geological Survey Scientific Investigations Report 2010–5205, 73 p. (Revised November 2011)
- Nichols, J.R., Chavarria, S.B., and Graziano, A.P., 2023, Assessment of post-wildfire geomorphic change in the North Fork Eagle Creek stream channel, New Mexico, 2017–21: U.S.

Geological Survey Scientific Investigations Report 2023–5116, 48 p., <https://doi.org/10.3133/sir20235116>.

U.S. Department of Agriculture Forest Service, 2015, Draft record of decision, North Fork Eagle Creek wells Special Use Authorization: USDA Forest Service, 29 p., accessed July 18, 2016 at Stanford University Libraries SearchWorks catalog at <https://searchworks.stanford.edu/view/11514804>.

U.S. Geological Survey, 2021, U.S. Geological Survey 21st-Century Science Strategy 2020-2030: U.S. Geological Survey Circular 1476, 20 p., <https://doi.org/10.3133/cir1476>.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: July 1, 2025

Re: Discussion on Purchase of a 2025 John Deere 300 P-Tier Skid Steer Loader from 4Rivers Equipment, Utilizing Sourcewell Contract #1637212025 in the Amount of \$87,700.00.

Item Summary:

Discussion on Purchase of a 2025 John Deere 300 P-Tier Skid Steer Loader from 4Rivers Equipment, Utilizing Sourcewell Contract #1637212025 in the Amount of \$87,700.00.

Financial Impact:

The purchase is budgeted in FY 2026 Airport Enterprise Fund's C/O - Equipment line item (503-170-53001) in the amount of \$100,000.00. The purchase is funded in total by the New Mexico Department of Transportation- Aviation Division.

Item Discussion:

The New Skid Loader will allow the Airport to better maintain the Grade around the Pavement, and the Airfield Lighting and signage.

Recommendations:

To Discuss Purchase of a 2025 John Deere 300 P-Tier Skid Steer Loader from 4Rivers Equipment, Utilizing Sourcewell Contract #1637212025 in the Amount of \$87,700.00.

ATTACHMENTS:

Description

AIRPORT SKIDLOADER

Quote Id: 32455141

Prepared For:
VILLAGE OF RUIDOSO



Prepared By: **ANTONIO LOPEZ**

4 Rivers Equipment, LLC
1441 Rv Drive

El Paso, TX 79928

Tel: 915-598-1133

Fax: 915-598-0479

Email: tlopez@4riversequipment.com

Date: 11 March 2025

Offer Expires: 18 July 2025

Selling Equipment

Quote Id: 32455141

Customer: VILLAGE OF RUIDOSO

2025 JOHN DEERE 330 P-Tier Skid Steer Loader - Tag 193246, Pallet Fork Assy. Tag 196309 - 1T0330PATSF06620

Equipment Notes: CAB JS 14X17.5 HF 2SP RC RF CAM

Hours: 1

Stock Number: 193246

Suggested List

\$ 116,638.00

Description	Qty
2025 JOHN DEERE CAB JS 14X17.5 HF 2SP RC RF CAM 00S0T	1

Standard Options - Per Unit

QTY:1 JDLINK IRON	1
QTY:1 USA DEST CODE	1
QTY:1 ENGLISH OP MAN & DECALS	1
QTY:1 TRANSLATED TEXT LABELS	1
QTY:1 2SP PCAB AC PQT HFL	1
QTY:1 REAR CAMERA	1
QTY:1 NO OBSTACLE INTELLIGENCE	1
QTY:1 2" SEAT BELT W/SHOULDERSTRAP	1
QTY:1 14X17.5 14PR GALAXY HULK	1
QTY:1 COLD START PACKAGE 110 VOLT	1
QTY:1 2 SET COUNTERWEIGHT	1
QTY:1 PRE CLEANER	1

Dealer Attachments

NEW JOHN DEERE HD CONST BKT W/BOE	1
New 2025 AR 60" HD PALLET FORKS/FRAME 10.8K	1

Other Charges

Freight	1
Local Delivery	1



Selling Equipment



Quote Id: 32455141

Customer: VILLAGE OF RUIDOSO

Quote Summary

Prepared For

VILLAGE OF RUIDOSO
313 CREE MEADOWS DR
RUIDOSO, NM 88345
Business: 575-258-4343
Email: LEEBAKER@RUIDOSO-NM.GOV

Prepared By

ANTONIO LOPEZ
4 Rivers Equipment, LLC
1441 Rv Drive
El Paso, TX 79928
Phone: 915-598-1133
tlopez@4riversequipment.com

Attn: Mr. Lee Baker (575) 336-8111 / Email:
leebaker@ruidoso-nm.gov / Sourcewell Acct# 163721

Quote Id: 32455141

-
Enclosed Cab, AC, Heater, 2-Speed, High Flow
Hydraulics, Power Quick-Tatch, Rear Camera,
JDLINK Iron, Cold Start Package, 2-Set Rear
Counterweight, (1) 84" Construction Bucket w/Edge,
Plus All Other Standard Features.

Created On: 11 March 2025
Last Modified On: 24 June 2025
Expiration Date: 18 July 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2025 JOHN DEERE 330 P-Tier Skid Steer Loader - Tag 193246, Pallet Fork Assy. Tag 196309 - 1T0330PATSF06620	\$ 116,638.00	\$ 87,700.00	X 1 =	\$ 87,700.00
Equipment Total				\$ 87,700.00
Trade In Total				\$ 0.00

Quote Summary

Equipment Total	\$ 87,700.00
Trade In	
SubTotal	\$ 87,700.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 87,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 87,700.00

Salesperson : X _____

51
Confidential

Accepted By : X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager

Meeting Date: July 1, 2025

Re: Discussion on Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.

Item Summary:

Discussion on Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.

Financial Impact:

No financial impact.

Item Discussion:

Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.

Recommendations:

To Discuss Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.

ATTACHMENTS:

Description

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN THE VILLAGE OF RUIDOSO AND THE RUIDOSO MUNICIPAL SCHOOLS FOR THE JOINT USE OF FACILITES.

This Memorandum of Understanding is between the Village of Ruidoso hereafter referred to as the "Village" and Ruidoso Municipal Schools, hereinafter referred to as the "Schools". The MOU duration is for the 2025-2026 school year.

WHEREAS, the Village and the Schools have worked together to provide the best possible use of public space for youth of the community and other facilities for various programs and activities for all age groups; and

WHEREAS, the Village and Schools have cooperated in planning and jointly using facilities and grounds for the benefit of students and community members and continue to work to pool resources to meet continuous youth and community demands for more developmental and recreational opportunities; and

WHEREAS, the partnership has effectively maximized the use of their respective facilities to meet community and student needs and desire to explore and create more opportunities by sharing facilities and grounds with efficiencies in cost and operations; and

WHEREAS, the development of recreational facilities and opportunities by the Village of Ruidoso and Ruidoso Municipal Schools will benefit the public good by increasing quality of life initiatives which will provide economic impacts as well as improved community relations, access, and control to facilities while better serving citizens of all ages.

WHEREAS, the purpose of this agreement is to:

1. Effectively and efficiently manage use of the Schools and Village facilities and grounds for the benefit of Ruidoso's youth and citizens.
2. Encourage joint use of their respective facilities and grounds and give priority usage to the Schools as agreed to by a quarterly review.
3. Establish procedures to encourage cooperative working relationships between the Village and the School personnel at all levels and to quickly resolve issues.
4. Encourage joint and cooperative ventures, including facility maintenance and development.
5. Regularly report the outcomes of joint use to School and Village personnel, elected officials and citizens.

Now therefore it is agreed:

1. For purpose of this agreement, facilities specifically include White Mountain Sports Complex, Gavilan Field, School House Park Tennis Courts, Horton Auxiliary Gym and Horton Stadium.
2. The Village shall be responsible for the maintenance of the White Mountain Recreation Complex and shall work with the Schools to not allow, suffer, or permit any site to be used or left in a condition of neglect, disrepair, disorder, litter, or general disarray. Unless otherwise agreed by both parties, the user entity shall be responsible for the pre and post occupancy preparations, which may include opening and closing and other conditions established by the Schools or the Village. All utilities shall be paid for by the Village of Ruidoso for the White Mountain Recreation Complex.
3. The Village shall be responsible for the maintenance of the Gavilan Field and shall work with the Schools to not allow, suffer, or permit any site to be used or left in a condition of neglect, disrepair, disorder, litter, or general disarray. The user of the field will be responsible for the condition after each event or activity. All Utilities associated with "water" and appearing on, or as part of a "water bill" shall be paid for by the Village. Electric will be paid for by the Schools.
4. The Village and the Schools shall keep in effect at all times insurance, and shall include the respective party as an additional insured.
5. The Village of Ruidoso Parks and Recreation Director and Ruidoso Schools Activities Director shall be responsible for all scheduling and bookings of their own facilities covered by this agreement. Both entities, the Village and the Schools will share scheduling and scheduled information with the other entity. Ruidoso Schools athletics and activities shall have scheduling priority, including scheduling changes due to rescheduling of events and/or playoff(s) scheduling. Each participating youth (and adult) program shall be required to keep in effect at all times, liability insurance, and shall include both the Ruidoso Municipal Schools and Village of Ruidoso as an additional insured. It shall be the responsibility of the Parks Director/Activities Director (depending on facility ownership) to ensure that all required documentation, including Concussion Protocol, be adhered to and be submitted to the School's Activities Director prior to use of any School facility or property by any League or Organization.
6. Written requests to use any of the facilities or parks, outside the annual scheduling confirmation process, should be submitted to the Parks Director/Activities Director who will then communicate with the other Director. The appropriate entity's facility usage policies and procedures must be followed.

7. When there is a conflict with space availability, the issue will be referred to the Athletic Director for the Schools and the Director of Parks & Recreation for resolution.
8. Cooperative efforts to seek funding may be pursued in order to create new or improve existing properties and facilities to provide additional opportunities for events/activities. The School Superintendent and Village Manager will be the designated signers of applications for funding prior to submission.
9. Restitution and Repairs – It shall be the responsibility of the user entity to make restitution for the repair of damage to a space, area or facility and its equipment or owner property missing from the premises which may occur as a result of scheduled programs for which a permit has been issued.
10. There shall be an advisory committee appointed consisting of two School Board members, Superintendent of Schools, School Athletic Director, two members from the Village Council appointed by the Mayor, Village Manager, and the Parks & Recreation Director. This committee shall meet quarterly or as needed to communicate activities, master planning and any other events of benefit to both parties.

LIABILITY

The Village and the Schools agree to indemnify and hold harmless the other agency from any and all claims for injury or property damage to the extent that such claims arise out of the negligence of their employees, agents, contractors or officers as a result of this joint use agreement.

Approved on this 8th day of July, 2025.

Lynn Crawford Date
Mayor, Village of Ruidoso

Marc Beatty Date
President, RMSD Board of Education

ATTEST:

Jini Turri Date
Clerk, Village of Ruidoso

(SEAL)

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

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

Meeting Date: July 1, 2025

Re: Discussion on Agreement with Ruidoso Valley Chamber of Commerce for Professional Services for Operation of the Ruidoso Visitor's Center, Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso in an Amount not to Exceed \$227,700.00.

Item Summary:

Discussion on Agreement with Ruidoso Valley Chamber of Commerce for Professional Services for Operation of the Ruidoso Visitor's Center, Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso in an Amount not to Exceed \$227,700.00.

Financial Impact:

The funds are budgeted in the FY 2026 Lodgers' Tax Special Revenue Fund's Visitor Center line item (214-165-52061) in the amount of \$227,700.00.

Item Discussion:

Agreement with Ruidoso Valley Chamber of Commerce for Professional Services for Operation of the Ruidoso Visitor's Center, Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso in an Amount not to Exceed \$227,700.00.

Recommendations:

To Discuss Agreement with Ruidoso Valley Chamber of Commerce for Professional Services for Operation of the Ruidoso Visitor's Center, Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso in an Amount not to Exceed \$227,700.00.

ATTACHMENTS:

Description

Contract Agreement with Chamber of Commerce

Contract Amount Breakdown

AGREEMENT FOR PROFESSIONAL SERVICES for Operation of Visitor's Centers for the Village of Ruidoso

This agreement is made and entered into the 10th day of June, 2025, by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called VILLAGE, and Ruidoso Valley Chamber of Commerce, hereinafter called (Contractor)

WITNESSETH:

WHEREAS, the VILLAGE is desirous of contracting for professional services for Operation of both the Ruidoso Visitor's Center; the Billy the Kid Visitor's Center and the Wingfield Heritage House Museum for the Village of Ruidoso and;

WHEREAS, the VILLAGE desires to engage the Contractor to render services as described in this Agreement, and the Contractor is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the conditions, premises and the covenant hereinafter contained the parties hereby agree as follows:

1. SCOPE OF WORK

- 1.1 Contractor shall manage the staff and daily operations of the Ruidoso Visitor's Center, the Billy the Kid Visitor's Center and the Wingfield Heritage House Museum. The Ruidoso Visitor's Center and the Billy the Kid Visitor's Center will be open Monday-Saturday. The Wingfield Heritage House will be staffed seven days a week for four hours each day. If at any time the Village and the Contractor decide to increase the staffed hours at any of the locations, additional compensation may be negotiated based on actual staffed hours.
- 1.2 Contractor shall manage the financial operations of the Ruidoso Visitor's Center and the Billy the Kid Visitor's Center, including, but not limited to, accounts receivable, accounts payable, and payroll. The Contractor shall be responsible for only payroll, including any applicable payroll taxes for the Wingfield Heritage House. The Village will be responsible for any building maintenance for both the Billy the Kid Visitor Center and the Wingfield Heritage House.
- 1.1 Contractor shall provide initial meet-and-greet liaison interface for walk-up tourists, phone inquiries, internet requests, and other tourist related information for Ruidoso and the surrounding area.

- 1.2 Contractor shall distribute tourism literature to walk-in tourists and via mail and other forms of distribution.
- 1.3 Contractor shall capture and maintain statistics related to tourism, including, but not limited to, traffic to the visitors' centers, phone calls to the visitors' centers, and emails
- 1.4 Contractor shall provide quarterly updates to the Village Manager related to Contractor's performance under this Agreement.
- 1.5 Contractor may inform merchants in the Village of Ruidoso of available training at the Ruidoso Valley Chamber of Commerce and Contractor may provide training to merchants in the Village of Ruidoso related to public relations and tourism, should merchants request same.

2. FUNDING

Total funding under this Agreement shall not exceed \$185,500 for the Ruidoso Visitor's Center and the Billy the Kid Visitor's Center and \$42,200 for the Wingfield Heritage House Museum, including New Mexico gross receipts tax, if applicable as set out in the Visitor Center Expenditure Narrative for July 1, 2025 through June 30, 2026. The Village may however add to said amount upon collection of lodger's taxes in excess of those amounts anticipated or in the event that the scope of work is changed. Partial payments will be made to the Contractor by the Village based upon actual itemized invoices submitted to the Village for work satisfactorily completed in conformance with the scheduled target completion dates and accepted by the Village. If the Agreement is renewed yearly, the total compensation may be negotiated based upon funds available and performance of the Contractor. Amended Budget is attached hereto.

3. TAXES

The Village shall pay any New Mexico gross receipts taxes levied on amounts payable under this agreement upon receipt of itemized billings from the Contractor; Contractor is responsible for making payment of such taxes to the Department of Taxation and Revenue unless Contractor is exempt from payment of taxes.

4. TRAVEL AND PER DIEM

No separate travel or per diem shall be paid to Contractor pursuant to this Agreement.

5. POSTAGE AND TOLL-FREE NUMBER

The Contractor will be responsible for sending out packets from visitors requesting such, and for receiving calls on the toll-free phone number which is on all marketing brochures. The Village will reimburse at actual cost the amounts spent for postage over and above \$2,500.

6. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO COUNCIL.

The term of this Agreement shall be for one (1) year, beginning July 1, 2025 and ending June 30, 2026 with an option to renew yearly thereafter for three (3) additional consecutive one year periods, not to exceed a total of four (4) years.

7. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. 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.

8. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor performing professional services for the Village and are not employees of the Village of Ruidoso. The Contractor 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.

9. 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 prior written approval of the Village of Ruidoso,

10. SUBCONTRACTING

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Village. If the Village approves subcontracting any part of this Agreement by approval of the governing body any subcontractor shall be subject to the same terms and conditions as the Contractor regarding all terms of this Agreement.

11. RECORDS OF AUDIT, INSPECTION, REPORTS AND ACCOUNTS

A The Contractor agrees to maintain all books, documents, papers, accounting records, tear sheets and other evidence pertaining to costs incurred and to make such materials available for inspection at their offices at all reasonable times during the contract period and for three (3) years after the final payment under the Agreement by the Village.

- B. Contractor shall provide quarterly reports to the governing body (or its designated agent) with an itemized listing of all expenditures for those periods.
- C. Funds provided to Contractor by Village shall be maintained in a separate account established for that purpose and shall not be commingled with any other money.
- D. An independent audit of Visitor Center Expenditures shall be conducted on an annual basis no later than ninety (90) days after June 30 in each calendar year.

12. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. Addendums may be made to this Agreement after the signing of this Agreement, should Addendums be agreed to and signed by both parties.

14. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Village of Ruidoso, 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.

15. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties and give all notices necessary and incidental in the due and lawful prosecution of the work.

16. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the Village, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Village of Ruidoso to any obligations not assumed herein by the Village of Ruidoso, unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

17. CONFLICT OF INTEREST

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

18. PRODUCT OF SERVICES; COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Village and shall be delivered to the Village no later than the termination date of this Agreement. Nothing produced in whole or in part by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

19. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all Federal and State laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

21. SEVERABILITY

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.

22. 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.

23. NOTICE

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

24. KICKBACK STATEMENT

The State of New Mexico's Procurement Code Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

25. INDEMNIFICATION

The Contractor agrees to hold harmless, indemnify and defend the Village and its "public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 through 41-4-29 NMSA 1978, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to the Contractor's activities in connection herewith, including, but not limited to, any negligent or intentional acts or omissions of the Contractor's officers, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assigns or suppliers, as well as all of the persons doing business with or receiving services from the Contractor. The Contractor will be responsible for any and all attorney fees incurred by the Village in response to or defense of such claims. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or renewal period or any other termination of this Agreement.

26. INSURANCE

The Contractor agrees to carry comprehensive general liability insurance, including contractual liability coverage for its "hold Harmless" obligation contained herein in a minimum amount of \$1,350,000.00, or as may be changed from time to time by statute. A certificate of insurance (Appendix "B") showing the required coverage shall be provided prior to the Village's authorization to proceed and upon demand the Contractor shall furnish a copy of the policies to the Village. Contractor shall also carry Worker's Compensation and Employee's Liability Insurance meeting the applicable requirements of the State of New Mexico.

27. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

28. 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 prior written approval by the Village Manager.

29. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Procuring 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; (3) the CONTRACTOR's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.

30. NON-COLLUSION

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

31. NON-DISCRIMINATION

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

32. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body

must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective Contractor with their response to the request for proposals. The prospective Contractor must disclose whether they, a family member or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal.

33. 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.

34. DEBARMENT AND SUSPENSION

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three- year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR's certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR's certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment

by any Federal department or agency. The CONTRACTOR shall make such disclosure available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

35. LOBBYING

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

36. SURVIVAL

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

37. SUCCESSION

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

38. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

39. NOTICES

All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid
to:

CONTRACTOR:
Ruidoso Valley Chamber of Commerce

720 Sudderth Dr. Ruidoso, NM 88345

VILLAGE:

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

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

VILLAGE OF RUIDOSO, NEW MEXICO:

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini S. Turri, MMC, Village Clerk

RUIDOSO VALLEY CHAMBER OF COMMERCE:

Deborah Douds, Executive Director

Chamber of Commerce Contract Breakdown:

Chamber Visitor Center and Billy the Kid Visitor Center:	\$185,500
Wingfield Heritage House Museum Employee:	<u>42,200</u>
Total	\$227,700