

VILLAGE OF RUIDOSO

**AGENDA INDEX
WORKSHOP MEETING
OCTOBER 7, 2025 AT 8:00 AM**

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

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, October 7, 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 T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.
2. Discussion on Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.
3. Discussion on Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.
4. Discussion on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.
5. Discussion on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGRT, Utilizing the Allied State Contract 22-7425.
6. Discussion on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

7. Discussion on Approval of Village of Ruidoso Incentive Plan.
8. Discussion on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.
9. Discussion on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.
10. Discussion on Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGRT, and Requesting an Extension of 117 days to November 3, 2025.
11. Discussion on Adoption of Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

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, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 7, 2025

Re: Discussion on T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Item Summary:

Discussion on T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Financial Impact:

This lease will bring in revenue to Sierra Blanca regional Airport and The Village of Ruidoso.

Item Discussion:

T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Recommendations:

To Discuss T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

ATTACHMENTS:

[NEW LEASE AGREEMENT Barcena.pdf](#)

T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this 20th day of October , 2025 by and between the Village of Ruidoso (hereinafter referred to as "Lessor" and Daniel Barcena, (hereinafter referred to as the "Lessee.")

LEASE FACILITY

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

N#64GR.

TERM

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

LEASE PAYMENTS

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

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

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

UTILITIES

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

CONDITION OF PREMISE

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

MAINTENANCE

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

INSPECTION OF FACILITY

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

ASSIGNMENT AND SUBLET

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

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers its authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

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

ALTERATIONS, ADDITIONS, IMPROVEMENTS

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

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

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability

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

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

INDEMNIFICATION and INSURANCE

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

CALAMITY AND CONDEMNATION

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

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

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

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

DEFAULT

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

Lessor may declare this agreement terminated and enter upon the facility, either with or without

process of law, and repossess the facility.

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

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

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

BANKRUPTCY

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

USE OF FACILITY

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

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

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

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

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

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

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

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

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

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may

leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

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

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

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

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

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

NOTICES

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

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

or hand delivered to:

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

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

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

JINI TURRI
VILLAGE CLERK

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 7, 2025

Re: Discussion on Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Item Summary:

Discussion on Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Financial Impact:

Additional funding for the Airport.

Item Discussion:

Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Recommendations:

To Discuss Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

ATTACHMENTS:

[ASSIGNMENT OF LEASE AGREEMENT Pennell to Camilleri-Ryan.docx](#)

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement made this ____ day of _____, 2025 by and between Bobby Pennell, current Lessee ("Assignor"), whose address is 309 W. Gold, Hobbs, New Mexico 88240 and Charles and Tammy Camilleri ("Assignee"), whose address is 4 Lavis Place, Raglan, NSW, 2795, Australia and George Ryan ("Assignee") whose address is Ballynure STN, Einasleigh, QLD, 4871, Australia.

For and in consideration of Assignee's agreement to pay the rentals specified in that certain Lease Agreement entered into on the 12th day of August 2003 by and between the Village of Ruidoso, a New Mexico municipal corporation, and Johnny C. Gray and assigned by Johnny C. Gray to 2013 Kostohryz Family Trust on the 17th day of March 2015 and assigned by Kostohryz Family Trust to Bobby Pennel on the 29th day of May 2020, and any renewals thereof, and other good and valuable consideration negotiated by and between Assignor and Assignee, and Assignee's compliance with all of the covenants, conditions and terms of said Lease Agreement and any renewal thereof, Assignor hereby assigns to Assignee all of Assignor's rights and interest in said Lease Agreement.

Assignor hereby warrants and represents that the Lease Agreement is in good standing, and the Village of Ruidoso hereby consents to the assignment.

Witness our hands and seals this ____ day of _____, 2025.

ASSIGNOR:

Bobby Pennell

ASSIGNEE(S):

Charles and Tammy Camilleri

George Ryan

ASSIGNMENT APPROVED BY:

LESSOR: Village of Ruidoso

Attest:

By:_____
Lynn D. Crawford, Mayor

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 7, 2025

Re: Discussion on Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Item Summary:

Discussion on Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Financial Impact:

Additional revenue to the Airport.

Item Discussion:

Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Recommendations:

To Discuss Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

ATTACHMENTS:

[ASSIGNMENT OF LEASE AGREEMENT Bailey to Manire.pdf](#)

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement made this ____ day of _____, 2025 by and between Randy Bailey, current Lessee ("Assignor"), whose address is P.O. Box 822, Ruidoso, New Mexico 88355 and Kerry and Christine Manire ("Assignee") whose address is 145 Shauna Lane, Alto, New Mexico, 88312.

For and in consideration of Assignee's agreement to pay the rentals specified in that certain Lease Agreement entered into on the 13th day of November, 2002, by and between the Village of Ruidoso, a New Mexico municipal corporation, and Randy Bailey, and any renewals thereof, and other good and valuable consideration negotiated by and between Assignor and Assignee, and Assignee's compliance with all of the covenants, conditions and terms of said Lease Agreement and any renewal thereof, Assignor hereby assigns to Assignee all of Assignor's rights and interest in said Lease Agreement.

Assignor hereby warrants and represents that the Lease Agreement is in good standing, and the Village of Ruidoso hereby consents to the assignment.

Witness our hands and seals this ____ day of _____, 2025.

ASSIGNOR:

Randy Bailey

ASSIGNEE(S):

Kerry Manire

Christine Manire

ASSIGNMENT APPROVED BY:

LESSOR: Village of Ruidoso

Attest:

By: _____
Lynn D. Crawford, Mayor

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Dick Cooke, Forestry Director

Meeting Date: October 7, 2025

Re: Discussion on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

Item Summary:

Discussion on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

Financial Impact:

The project will be funded by a \$500,000.00 Legislative Appropriation to the Village for Watershed and Forestry projects. The contract attached is with Daniel Garrison under a Statewide Forestry Contract Agreement. The cost of the project is \$78,399.16.

Item Discussion:

This is a 38.14-acre project on Village of Ruidoso Property as delineated on the attached map. Most of the trees to be removed are Ponderosa Pine, Pinon Pine and Alligator Juniper. There are numerous Juniper sprouts that will be masticated below the root crown or cut and the stumps sprayed to prevent sprouting. This project will reduce the threat of wildfire threatening the adjacent subdivisions and will improve the watershed functionality of the area. This is within a high priority watershed for the State of New Mexico as well as the Village of Ruidoso. Vegetation cuts on this project will be masticated, chipped or removed from the area by the Contractor to Universal Waste at the contractors expense. The goals of this project are to remove all trees on the area that can't be pruned, provide 35 ft spacing between the trees that remain and eliminate ladder fuels. Scope and Manner of Services: Mechanical treatment of, pinon pine, juniper, and ponderosa pine on trees 10 inches in diameter and under including oak brush within 10 feet of the crowns of leave trees. All regrowth and reproduction of all conifer species will be treated. Alligator juniper stumps will be grubbed or sprayed with the herbicide in #6 of this scope of work. Hand treatment of pinion pine, alligator juniper, and ponderosa pine over 10 inches in diameter and hauling to the dog park for fuelwood or utilized by the contractor. Leave tree spacing of 35 to 40 feet between crowns. Spacing requirements can be waived for up to 4 large ponderosa pine in a group. Prune the remaining trees to 8 feet

and masticate, chip or remove the pruned material. Treatment will be an area around the north, west and south sides of Grindstone Lake as shown on the map. Remove all cut fuels that are not masticated or chipped to Universal Waste at contractors expense. Herbicide will be Remedy mixed 1 part remedy to 3 parts Deisel plus dish soap as a surfactant and a dye for visibility. Application will be on the root crown within 10 minutes of cutting. Trails are constructed in the area. Care will be taken to avoid damage and if damaged it will be repaired by the contractor. Dead and dying trees will be cut and hauled to the dog park on Hull Road or taken by the Contractor except that up to 2 standing dead trees per acre may be retained away from trails and roads. When working in areas with trails or close to the public signing will exclude the public from the work area. Safety equipment as agreed to in the State Contract will be worn for this project.

Recommendations:

To Discuss Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

ATTACHMENTS:

[Contract for Grindstone Lake #2 2025-26 Project \(3\).pdf](#)

CONTRACT FOR GOODS AND SERVICES

Grindstone Lake #2 PROJECT

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency" and **Garrison Tree Service**, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso Department:
Forestry
ATTN: Dick Cooke, Director of Forestry 313
Cree Meadows Drive
Ruidoso, NM 88345
Phone: 575-258-4343 ext. 1053
Email: purchasing@ruidoso-nm.gov

Garrison Tree Service
Mailing Address: 130 Hwy 70
City, State, Zip: Ruidoso, NM 88345
(575) 973-8622

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to Garrison Tree Services. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work and Manner of Services.

Grindstone Lake Thinning 2025 #2. State Contract # [30-00000-22-00023](#) AU-Daniel Garrison

Watershed and forest improvement. Fuels Management to reduce the intensity of Wildfire and reduce damage.

This is a 38.14-acre project on Village of Ruidoso Property as delineated on the attached map. Most of the trees to be removed are Ponderosa Pine, Pinon Pine and Alligator Juniper. There are numerous Juniper sprouts that will be masticated or grubbed below the root crown or cut and the stumps sprayed to prevent sprouting. This project will reduce the threat of wildfire threatening the adjacent subdivisions and will improve the watershed functionality of the area. This is within a high priority watershed for the State of New Mexico as well as the Village of Ruidoso. Vegetation cuts on this project will be masticated, chipped or removed from the area by the Contractor to Universal Waste at the contractor's expense. The goals of this project are to remove all trees on the area that can't be pruned, and to provide space between the trees that remain and eliminate ladder fuels.

Scope and Manner of Services:

1. Mechanical treatment of piñon pine, juniper, and ponderosa pine on trees 10 inches in diameter and under including oak brush within 10 feet of the crowns of leave trees. All regrowth and reproduction of all conifer species will be treated. Alligator juniper stumps that are not grubbed and removed will be sprayed with the herbicide in #6 of this scope of work.
2. Hand treatment of piñon pine, alligator juniper, and ponderosa pine over 10 inches in diameter and hauling to the dog park for fuelwood or utilized by the contractor. Leave tree spacing of 35 to 40 feet between crowns. Spacing requirements can be waived for up to 4 large (20" + DBH) ponderosa pine in a group.
3. Prune the remaining trees to 8 feet and masticate, chip or remove the pruned material.
4. Treatment will be an area around the west side of Grindstone Lake as shown on the map.
5. Remove all cut fuels that are not masticated or chipped to Universal Waste at contractors' expense.
6. Herbicide will be Remedy mixed 1 part remedy to 3 parts Deisel plus dish soap as a surfactant and a dye for visibility. Application will be on the root crown within 10 minutes of cutting.
7. Trails are constructed in the area. Care will be taken to avoid damage and if damaged it will be repaired by the contractor.
8. Dead and dying trees will be cut and hauled to the dog park on Hull Road or taken by the Contractor except that up to 2 standing dead trees per acre may be retained away from trails and roads.
9. When working in areas with trails or close to the public signing will exclude the public from the work area.
10. Safety equipment as agreed to in the State Contract will be worn for this project.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Contractor **\$78,399.16** including New Mexico Gross Receipts Tax. Deliveries or services shall not begin until the Contractor has received a notice to proceed and an approved purchase order.

B. Payment. The total compensation under this Agreement shall not exceed the amounts as listed in the Contractor's bid schedule (Exhibit A) and shall include New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the

work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total

compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

One payment shall be made upon completion of services and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within sixty (60) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE **CONTRACTOR BY THE STATE**. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes; unemployment compensation insurance, Social Security and Worker's Compensation.

4. **Term.**

This agreement shall be effective for 120 days from the date executed by the Village of Ruidoso, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The term may be extended in the event of unfavorable weather conditions and only upon written approval of the Village of Ruidoso.

S. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give

Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

c. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt of a notice-of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to

terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

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

8. **Conflict of Interest: Governmental Conduct Act.**

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

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

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

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

substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because

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

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

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

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

anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

9. **Amendment.**

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

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

10. **Merger.**

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

11. **Penalties for Violation of Law.**

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

12. **Equal Opportunity Compliance.**

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

13. **Workers Compensation.**

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

14. **Applicable Law.**

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

15. **Records and Financial Audit.**

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

16. **Invalid Term or Condition.**

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

17. **Enforcement of Agreement.**

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

18. **Non-Collusion.**

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

19. **Succession.**

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

20. **Headings.**

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

21. **Default/Breach.**

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

22. **Equitable Remedies.**

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

23. **Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty

(30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract

award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from allocations, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

25. Default and Force Majeure.

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

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

26. **Assignment.**

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

27. **Subcontracting.**

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

28. **Inspection of Plant.**

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

29. **Commercial Warranty.**

None.

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

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

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the

Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. The contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damage.

33. **Contractor Personnel.**

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

Daniel Garrison, Owner

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

34. **Incorporation by Reference and Precedence.**

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

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

35. **Inspection.**

If this Agreement is for the purchase of tangible personal property {goods}, final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. **Inspection of Services.**

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

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the-services under this-Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

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

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

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

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT /BREACH OF THIS AGREEMENT.

37. **Insurance.**

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

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

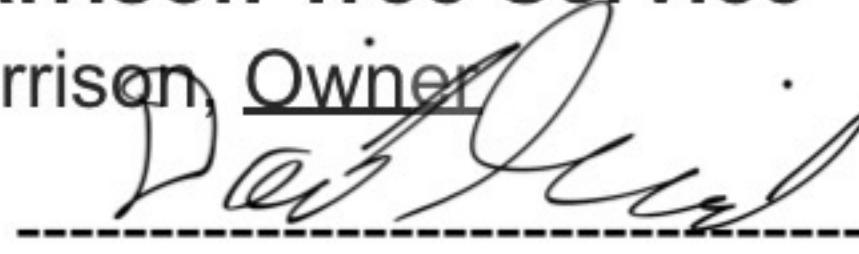
38. **Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Ron Senna
Ruidoso, Village Manager

Garrison Tree Service
Daniel Garrison, Owner


Exh1 rt A: Price Agreement/Quote

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

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

Meeting Date: October 7, 2025

Re: Discussion on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

Item Summary:

Discussion on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

Financial Impact:

This Purchase will be Paid for by the 2025 Trials+ Grant Awarded to Restore Two Rivers Park. The Total Granted Amount was \$497,970.00.

Item Discussion:

This Purchase will Replace 30 8ft Picnic Tables, 15 6ft Picnic Tables, 10 6ft Benches with Backs, as well as Replace the Old Pavilion we Lost with Two New Ones. One of the Pavilions is a 24' x 30' and the Other one is a 30' x 38'. This Will Start the Process of Adding Amenities Back Into the Park Following Recent Flooding.

Recommendations:

To Discuss Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

ATTACHMENTS:

[Exerplay Quote.pdf](#)



Proposal

Q010664

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
8/29/2025	Nathan Tierney 575-932-9189 nate@exerplay.com

Village of Ruidoso: 2 Rivers Park: Site Furnishings & Shelters Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		SII - OPT 1			
30.00	T8INNV	8' Innovated Rectangular Portable Table	1,704.00	5%	48,564.00
15.00	T6INNV	6' Innovated Rectangular Portable Table	1,586.00	5%	22,600.50
10.00	B6WBINNVSM	6' Innovated Standard Bench with Back, Surface Mount	890.00	5%	8,455.00
10.00	SMALL-SURF-CVR-SET	Small Mounting Cover Set for 2 3/8" Tubing, Powder Coated - Set of 2-	90.60	5%	860.70
-1.00	COURTESY DISCOUNT	Courtesy Discount, 5%	4,235.80		-4,235.80
		-5% Discount if ordered by 9/30/2025			
1.00	FREIGHT	Freight/shipping charges (310979)	4,650.00		4,650.00
		CLASSIC RECREATION			
1.00	SHELTER	24' x 30' Orlando, Mega-Rib roof, 4:12 roof pitch, 24 Ga Trim Fascia, 2x6 T&G Sub Roof, 9' Eave Height, 4 Columns, SubSurface Mount, TGIC Poly Powder Coat w/ Zinc Rich	42,466.00	5%	40,342.70
1.00	ENGINEERING	Engineered drawings	1,150.00		1,150.00
84.73	INSTALL	24x30 Concrete Slab	145.00		12,285.85
1.00	SHELTER	30' x 38' Orlando, Mega-Rib roof, 4:12 roof pitch, 24 Ga Trim Fascia, 2x6 T&G Sub Roof, 9' Eave Height, 4 Columns, SubSurface Mount, TGIC Poly Powder Coat w/ Zinc Rich	70,159.00	5%	66,651.05
		Primer (Standard colors only)			
1.00	ENGINEERING	Engineered drawings	1,350.00		1,350.00
134.15	INSTALL	30x38 Concrete Slab	145.00		19,451.75
1.00	FREIGHT	Freight/shipping charges (124394)	3,110.00		3,110.00
349.66	GB-INSTALL	Installation of 24x30 Shelter	145.00		50,700.70
421.38	GB-INSTALL	Installation of 30x38 Shelter	145.00		61,100.10
1.00	BOND	Payment/Performance Bond	12,531.00		12,531.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal		349,567.55
<i>Taxes subject to change</i>			Tax Total:		21,997.61
Proposal prepared by: Michelle McKean			Total		371,565.16



Proposal

Q010664

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
8/29/2025	Nathan Tierney 575-932-9189 nate@exerplay.com

Village of Ruidoso: 2 Rivers Park: Site Furnishings & Shelters
Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
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Accepted by: _____
Print Name: _____ Signature: _____ Date: _____



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.



Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: October 7, 2025

Re: Discussion on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

Item Summary:

Discussion on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

Financial Impact:

None.

Item Discussion:

Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation

Recommendations:

To Discuss Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

ATTACHMENTS:

[Resolution 2025-33-VACATION LEAVE.docx](#)

VILLAGE OF RUIDOSO

RESOLUTION 2025-33

A RESOLUTION AMENDING ORDINANCE 2014-06 VILLAGE OF RUIDOSO PERSONNEL POLICY CHAPTER 6 SECTION 8: VACATION.

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 6 Section 8: Vacation.

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 6-8 VACATION

6-8 Vacation

Vacation leave is intended primarily to provide each employee with paid vacation ~~each year~~, although it may be used for other employee needs requiring absence during work hours. Employees are expected to use vacation leave each year in order to take time off for the good of their physical and emotional wellbeing. Leave should be planned and requested as far in advance as practicable, ~~in order~~ to allow the Department Director/Manager to plan for the operations of the department. **A minimum of a two weeks' notice** is requested of the employee to allow time for the Department Director/Manager to make scheduling adjustments.

Each full-time employee shall receive leave based on their length of service in accordance with the following rate table. Each part-time employee shall earn one half of the same table.

Months of Service	All employees (except Fire). Part-time employees receive half of these hours. General employees will receive Vacation hours at the completion of 6 months, 12 months, and annually thereafter on anniversary	24-Hours Shifts (Fire)
6 months	40 hours/1 week	53.20 hours
12 months	40 hours/1 week	53.20 hours
13 thru 60 months continuous service	80 hours annually/2 weeks	106.40 hours
61 thru 120 months continuous service	120 hours annually/3 weeks	169.60 hours
121 thru 240 months continuous service	160 hours annually/4 weeks	266 hours
241 months or above	200 hours annually/5 weeks	266 hours

Months of Service	Accrual Rates for all general employees. Part-time employees will receive half of these hours.	Accrual Rates for Fire employees (24-hour shifts)
6 through 36 months continuous service	4 hours/ pay period	5.30 hours/pay period
37 through 60 months continuous service	5 hours/pay period	6.15 hours/pay period
61 through 119 months continuous service	6.5 hours/pay period	7.75 hours/pay period
120 through 149 months continuous service	7 hours/pay period	9.15 hours/pay period
150 through 239 months of continuous service	7.5 hours/pay period	10.30 hours/pay period
240 or more months of continuous service	8.5 hours/pay period	11.20 hours/pay period

- Vacation leave accrual shall not begin until six (6) months of service.
- Vacation leave is credited to employees on the last day of each pay period.
- Probationary employees shall be credited fifty-two (52) hours for regular employees and 68.9 hours for fire employees following completion of six (6) months of service and thereafter shall accrue vacation leave in accordance with the Personnel Policy.
- Vacation leave balance shall not exceed 260 hours (330 hours for Fire shift employees).
- ~~Vacation leave is credited to an employee at six (6) months of service, twelve (12) months of service, and annually thereafter at the employee's anniversary date.~~
- Vacation leave may be used for sick leave if sick leave has been exhausted.
- ~~All terminating employees who have been employed for more than six (6) months will be eligible for payment of earned vacation leave.~~
- Vacation leave will be scheduled to allow minimum interference with the employee's work requirements. The Department Director/Manager will determine approval.
- Vacation leave benefits are not available to temporary employees.

- All terminating employees who have been employed for more than six (6) months will be eligible for payment of earned vacation leave.

PASSED, APPROVED, AND ADOPTED ON THIS 14th DAY OF OCTOBER 2025.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: October 7, 2025

Re: Discussion on Approval of Village of Ruidoso Incentive Plan.

Item Summary:

Discussion on Approval of Village of Ruidoso Incentive Plan.

Financial Impact:

Finance will determine an average financial impact as it will vary depending on how many employees earn certifications.

Item Discussion:

The purpose of this request is to formalize a process to recognize and incentivize employees for obtaining professional certifications that enhance their knowledge and benefit the organization. Standardizing this process will foster a culture of continuous learning, improve employee skill sets, and increase retention.

The proposal includes a one-time review to identify and appropriately incentivize employees who have already obtained certifications but have not been compensated for them. This will not include back pay and the incentive amount will be applied where appropriate and will take effect upon final approval of this plan.

Recommendations:

To Discuss Approval of Village of Ruidoso Incentive Plan.

ATTACHMENTS:

[Incentive Plan Draft 9-26-25 VersionF.pdf](#)



VILLAGE OF RUIDOSO INCENTIVE PLAN 2025

**** To be eligible for an incentive, it must be relevant to job duties and be approved by Director and Village Manager or designee. Employees are not eligible for an incentive if the certification is a job requirement.**

GENERAL CERTIFICATIONS

Certification	Hourly Amount	Monthly Amount	Annual Amount	Issuing Agency	Eligible
Associate Degree	\$ 0.35	\$ 56.00	\$ 728.00	Accredited College/University	Degree from a fully accredited college or university verified by a Certified Official Transcript.
Bachelor Degree	\$ 0.65	\$ 104.00	\$ 1,352.00		
Master Degree	\$ 0.95	\$ 152.00	\$ 1,976.00		
Doctorate Degree	\$ 1.25	\$ 200.00	\$ 2,600.00		
Bilingual in Spanish	\$ 0.30	\$ 48.00	\$ 624.00	Village of Ruidoso	Must interact with the public on a regular basis.
Notary Public	\$ 0.25	\$ 40.00	\$ 520.00	State of New Mexico	
Grant Writing Certification	\$ 0.50	\$ 80.00	\$ 1,040.00	Varies	
CPO (Chief Procurement Officer)	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico (NM Edge)	
Certified Public Official (Curriculum requires 18 Courses)	\$ 0.75	\$ 120.00	\$ 1,560.00	State of New Mexico (NM Edge)	
Certified Public Supervisor (Curriculum requires 30 Courses)	\$ 1.00	\$ 160.00	\$ 2,080.00	State of New Mexico (NM Edge)	
Special Assignments	\$ 0.75	\$ 120.00	\$ 1,560.00	Village of Ruidoso	Temporary assignment above and beyond regular duties.
Safety Liaison	\$ 1.00	\$ 160.00	\$ 2,080.00	Village of Ruidoso	
Public Pesticide Applicator License	\$ 0.25	\$ 40.00	\$ 520.00	State of New Mexico	
Wild Land Firefighter Red Card	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico/National Registry	Non-Fire Department Staff
Swiftwater Rescue	\$ 0.50	\$ 80.00	\$ 1,040.00	Various Agencies	Non-Fire Department Staff
EMT Basic	\$ 0.30	\$ 48.00	\$ 624.00	State of New Mexico National Registry	Non-Fire Department Staff
CDL License					
Class B	\$ 0.30	\$ 48.00	\$ 624.00	State of New Mexico	Employee obtaining a CDL license through the Village must be willing to assist with snow removal and called in as needed. Employment contract is required,
Class A	\$ 0.60	\$ 96.00	\$ 1,248.00	State of New Mexico	
Tanker or HAZMAT Endorsement	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico	

DEPARTMENT CERTIFICATIONS

Certification	Hourly Amount	Monthly Amount	Annual Amount	Issuing Agency	Eligible
AIRPORT					
Basic Airport Safety & Operations Specialist (ASOS)	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff
Advanced Airport Safety & Operations Specialist (ASOS)	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff
Airport 101	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff

DRAFT -- 9/26/2025

General Aviation Security Training	\$	0.50	\$	80.00	\$	1,040.00	American Association of Airport Executives	Airport Staff
Aviation Training Academy	\$	0.75	\$	120.00	\$	1,560.00	NM DOT	Airport Staff
CLERK'S OFFICE								
Certified Municipal Clerk	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	Clerk Staff
Master Municipal Clerk	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	Clerk Staff
COMMUNITY DEVELOPMENT								
Building Certifications (per Certification)	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
NM Certified Local Zoning Official	\$	0.50	\$	80.00	\$	1,040.00	NM League of Zoning Officials	
Flood Plain Manager	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Foundation Exam	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Associate Exam	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Professional Exam	\$	0.75	\$	120.00	\$	1,560.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Specialty Exam	\$	0.75	\$	120.00	\$	1,560.00	State of New Mexico	
NM Certified GIS Specialist (Curriculum requires 29 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico (NM Edge)	
CONVENTION CENTER/ EVENTS								
Certified Meeting Planner	\$	1.00	\$	160.00	\$	2,080.00	Events Industry Council	
COURT								
Certified Court Executive (CCE)	\$	0.50	\$	80.00	\$	1,040.00	Institute for Court Management	Court Staff
Certified Court Manager (CCM)	\$	0.75	\$	120.00	\$	1,560.00	Institute for Court Management	Court Staff
EMERGENCY MANAGEMENT								
Basic Emergency Management Certification	\$	0.50	\$	80.00	\$	1,040.00	FEMA Emergency Management Institute	
New Mexico Certified Emergency Manager (NMCCEM)	\$	0.75	\$	120.00	\$	1,560.00	NM Association of Emergency Management Officials	
Certified Emergency Manager (CEM)	\$	1.25	\$	200.00	\$	2,600.00	International Association of Emergency Managers	Associate Emergency Manager (AEM) Cert, 3 years EM Experience, Bachelors Degree or higher in EM.
FINANCE DEPARTMENT								
NM Certified Public Finance Professional (Curriculum requires 24 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
NM Certified Public Purchasing Professional (Curriculum requires 25 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
FIRE DEPARTMENT								
EMT Intermediate	\$	0.60	\$	96.00	\$	1,248.00	State of New Mexico/National Registry	Fire Department Staff

Engine Boss	\$	1.25	\$	200.00	\$	2,600.00	National Wildfire Coordinating Group	Fire Department Staff
FORESTRY								
Certified Wildfire Mitigation Specialist	\$	0.75	\$	120.00	\$	1,560.00	National Wildfire Coordinating Group	Forestry Staff
HUMAN RESOURCES DEPARTMENT								
Human Resources Essential Certification	\$	0.75	\$	120.00	\$	1,560.00	SHRM (Society for Human Resources Management)	Human Resources Staff
PHR (Professional in HR) or SPHR (Senior Professional in HR)/ SCP (Senior Certified Professional) or SPHR (Senior Professional in HR)	\$	1.00	\$	160.00	\$	2,080.00	HRCI (Human Resources Certification Institute) or SHRM (Society for Human Resources Management)	Human Resources Staff
NM Certified Human Resource Professional	\$	0.75	\$	120.00	\$	1,560.00	NM Edge	Human Resources Staff
IT								
Microsoft 365 Admin Fundamentals	\$	0.25	\$	40.00	\$	520.00	Microsoft	
Microsoft Certified: Azure Fundamentals (3 courses, 6 hours)	\$	0.50	\$	80.00	\$	1,040.00	Microsoft	
CompTIA A+ (120-160 hours)	\$	1.25	\$	200.00	\$	2,600.00	CompTIA	
CompTIA Network+ Certification (72 hours)	\$	1.00	\$	160.00	\$	2,080.00	CompTIA	
LIBRARY DEPARTMENT								
NM Grade I Library Certification	\$	0.50	\$	80.00	\$	1,040.00	New Mexico State Library	Must have an Associates or Bachelors Degree and 9 credit hours of Library Science classes.
NM Grade II Library Certification	\$	0.75	\$	120.00	\$	1,560.00	New Mexico State Library	Must have a Bachelors Degree with 30 hours of Library Science classes.
PARKS AND RECREATION DEPARTMENT								
American Red Cross Lifeguard Instructor	\$	0.75	\$	120.00	\$	1,560.00	American Red Cross	
American Red Cross Lifeguard Instructor Trainer	\$	1.00	\$	160.00	\$	2,080.00	American Red Cross	
Aquatic Facility Operator	\$	0.50	\$	80.00	\$	1,040.00	National Parks and Recreation Association	
Certified Pool Operator (CPO)	\$	0.25	\$	40.00	\$	520.00	State of New Mexico	
Certified Parks and Recreation Executive (CPRE)	\$	0.75	\$	120.00	\$	1,560.00	National Parks and Recreation Association	
Certified Parks and Recreation Professional (CPRP)	\$	1.00	\$	160.00	\$	2,080.00	National Parks and Recreation Association	
Certified Playground Safety Inspector	\$	0.75	\$	120.00	\$	1,560.00	National Parks and Recreation Association	
HVAC Certification (27 Credit Hours)	\$	0.50	\$	80.00	\$	1,040.00	ENMU-Ruidoso	
Plumbing/Electrical Certification	\$	0.50	\$	80.00	\$	1,040.00	ENMU-Ruidoso	
POLICE DEPARTMENT								
FTO-Field Training Officer	\$	0.50	\$	80.00	\$	1,040.00	Village of Ruidoso	Police Department and Dispatch Staff
Instructor Certification	\$	0.50	\$	80.00	\$	1,040.00	DPS	Police Department and Dispatch Staff
IR9000 Key Operator (1 day course)	\$	0.25	\$	40.00	\$	520.00	SLD	Police Department Staff
Physical Fitness (NMLEA Entrance Standards)	\$	0.25	\$	40.00	\$	520.00	Ruidoso Police Department	Police Department Staff
Physical Fitness (NMLEA Exit Standards)	\$	0.25	\$	40.00	\$	520.00	Ruidoso Police Department	Police Department Staff

Training Coordinator	\$	0.25	\$	40.00	\$	520.00		Police Department Staff
Expert Animal Cruelty Investigator (Level III)	\$	0.75	\$	120.00	\$	1,560.00	National Animal Control Association	Animal Control Staff
TAC (Terminal Agency Coordinator)	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	Dispatch Staff
PUBLIC WORKS DEPARTMENT								
Fuel Tank Certification-AB Operator	\$	0.50	\$	80.00	\$	1,040.00	New Mexico Environmental Department	
Hot Plant Operator with Federal Visible Emissions Certificate	\$	1.00	\$	160.00	\$	2,080.00	Environmental Protection Agency	
PROJECT MANAGEMENT								
Certified Associate in Project Management	\$	0.50	\$	80.00	\$	1,040.00	Project Management Institute	
Project Management Professional	\$	1.00	\$	160.00	\$	2,080.00	Project Management Institute	
SOLID WASTE DEPARTMENT								
Transfer Station Certification	\$	0.50	\$	80.00	\$	1,040.00	New Mexico Environmental Department	Solid Waste Staff
Vehicle HVAC Certification	\$	0.50	\$	80.00	\$	1,040.00	Snap-on Industrial	Solid Waste Staff

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: October 7, 2025

Re: Discussion on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

Item Summary:

Discussion on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

Financial Impact:

Upon approval, a budget adjustment will be completed in the SGRT Special Revenue Fund. Project is supported by a grant/loan through NMED (Loan \$100,00 and Grant \$250,000). Upon completion of plan, the loan will be paid off from SGRT cash reserves.

Item Discussion:

Scope of Services if to provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable horizon.

Recommendations:

To Discuss Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

ATTACHMENTS:

[Cobb Fendley Task Order.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Cobb, Fendley & Associates, Inc.
FY2024**

1. Task Order Number: RFP # 2024-004P-07
2. Title: Village of Ruidoso – Storm Drainage Master Plan
3. Project Number: _____
4. Location: Village of Ruidoso
5. Scope of Services Required: To provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable horizon.
6. Village Contact: Jaquelyne Peña, Adam Sanchez, and Mike Martinez
7. Cobb Fendley Contact: Sean Wolfe
8. Estimated Performance Time: October 2025 – July 2026
9. Estimated Cost: \$349,892.10 including NMGR
10. Attachments: September 25, 2025 “Task Order #7, Contract RFP#2024-004P Village of Ruidoso – Storm Drainage Master Plan”
11. The parties hereto executed the original Task Order on: (date) _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

ATTEST:

Jini S. Turri, Village Clerk

Cobb, Fendley & Associates, Inc.

Sean Wolfe
Sean Wolfe, PG, Region Manger

Date: 9/25/2025



September 1, 2025

Jackie Peña
Water Resources Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
Email: jaquelynepena@ruidoso-nm.gov

VIA EMAIL

RE: Village of Ruidoso Drainage Master Plan Scope and Fee Proposal, Task Order #7 On-Call Engineering, RFP #2024-004P On-Call Professional Engineering Services

Dear Jackie,

CobbFendley, under contract RFP#2024-004P, has been asked to complete a drainage master plan for the Village of Ruidoso. This letter describes the scope of work to complete a drainage master plan to comply with the 2023 Clean Water State Revolving Fund grant awarded to the Village.

The goal of a drainage master plan is to provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable planning horizon. The planning horizon for this project will address anticipated and projected development over the next 20 years in and around the Village of Ruidoso. Guidance to support projected growth estimates will be based on the Lincoln County Comprehensive plan and the Village of Ruidoso Comprehensive plan. Impacts from recent and historic fires will also be considered due to the substantial change in the watersheds contributing flows from upstream and within the Village limits. Recommendations for watershed improvements, retention and detention structures, and conveyance systems such as culverts, channels, and waterway stabilization are provided. Means to address water quality improvements are included such as shallow groundwater infiltration, conservation overlay zones, and development. The following tasks constitute the scope of work to address the project requirements.

PROJECT TASKS

Each task will address specific elements of the final drainage management plan presented in report format and for presentation to Village Council.

Task 1 - Background Information Review

Numerous documents have been produced and accepted by the Village as guidance for the responsible management and development of the Rio Ruidoso, Carrizo Creek, Eagle Creek and Cedar Creek watersheds which all contribute to the Rio Ruidoso. Each of the following references will be reviewed for guidance practices and principles to determine appropriate analysis assumptions. They include:

- Village of Ruidoso Comprehensive Plan (2019) prepared by Sites Southwest LLC serves to establish priorities and goals to guide effective use of public resources in the interests of creating a thriving community.
- Lincoln County Comprehensive Plan, 2007. Completed by Sites Southwest, LLC with input from an advisory committee and County staff, it is designed to serve as a framework for guiding economic growth and development within the County.
- Rio Ruidoso Assessment, 2010. Stream Dynamics performed assessment of river conditions and made recommendations for river improvement.
- Village of Ruidoso Source Water Protection Plan, 2014. Prepared by the Village and NMED Drinking Water Bureau with the goal of protecting drinking water from contamination.
- Northern Sacramento Mountain Watershed and Forest Restoration Strategy, 2018a prepared by the subcommittee of the Greater Ruidoso Area Wildland-Urban Interface Working Group and the Watershed Restoration Institute, which focuses on reducing fuels and restoring forest health.

Each of these documents will be reviewed and summarized. Specific elements of each plan addressing watershed management, surface water quality, natural resource management, and public safety will be adapted for inputs to the drainage management plan.

Task 2 - Existing and Future Conditions Hydrology

CobbFendley has previously completed a thorough analysis of all watersheds contributing to the Rio Ruidoso from the Sierra Blanca headwaters to the Hollywood gauge, located on the Rio Ruidoso at the eastern boundary of the Village of Ruidoso. This model will serve as the basis for existing and future conditions runoff rate and volume analysis. The base storms presented in the model will include the 2-, 5-, 10-, 25-, 50- and 100-year storms. These rainfall event storm depths will be obtained from NOAA Atlas 14.

Hydrology – Existing Conditions

The existing model, approved by Village Council in 2025, consists of the overall Rio Ruidoso watershed reflecting impacts due to the South Fork, Salt and other fires within the watershed. This model includes 13 separate subbasins that reflect both fire impacts and existing levels of imperviousness due to development. Only the 100-year and 500-year 24-hour storms were modeled. We will refine the existing conditions model and perform the additional storm frequencies listed above.

Hydrology – Future conditions

For future conditions, we will assume a 20-year planning horizon based on the Village and Lincoln County comprehensive plans. Zoning within the watershed will be applied to land parcels to project anticipated changes in development. Compounding future condition projections, we will also consider watershed recovery trends and the potential for future fires. Our research shows that fires occur on a five-to-seven-year cycle within the area. This must be accounted for within the context of future conditions and determining community planning and infrastructure needs. We will perform the same storm frequency and duration analysis as the existing conditions models.

Task 3 – Infrastructure Improvements

The Village has a limited storm water infrastructure system, recently inventoried by CobbFendley as part of the Village asset inventory program. The storm drain system, improved channels, natural channels, and street capacity will be evaluated to determine the ability of the existing network to convey storm flows. Capacity gaps will be identified with recommended infrastructure improvements developed. This will be accomplished through application of the EPA Storm Water management Model (SWMM). This model is commonly used for planning, analysis, and design for stormwater and drainage systems. It can be populated with existing infrastructure and modified with recommended system improvements.

Recommended ponding areas, whether through retention or detention, will be identified. Opportunities for shallow groundwater storage are also included as are green stormwater infrastructure solutions such as rain gardens, porous pavement, stormwater wetlands and similar low impact development scenarios. Optimization of facility size of facilities will be incorporated into our hydrologic models to verify required area and storage volume.

Exhibits showing recommended locations for infrastructure and development project green infrastructure projects will be shown. These exhibits will show proposed locations for ponds, channel or pipeline alignments and related infrastructure. Photographs and design concept drawings for Green Stormwater Infrastructure (GSI) solutions will be included as an appendix to support project planning and design as funds become available.

Preliminary engineer's estimate of construction costs will be developed for specific structures needed for incorporation into the Village capital improvement budget. Unit costs for green stormwater infrastructure details will also be included.

Task 4 – Proposed Policy, Planning Guideline, And Design Standard Recommendations

Opportunities abound to help improve drainage and flood management requirements within the Village. Specific aspects of planning and design are needed.

Policy Recommendations

CobbFendley will review the existing Village of Ruidoso development ordinance included in the Land Use and Zoning Regulations adopted January 14, 2025. Specifically, we will review and provide comment on Section 54 – LAND USE subsections which address:

- Drainage
- Floodplain Management
- Culvert Ordinance
- Hillside Protection
- Watershed Development

Planning Objectives

Recommended planning policy adjustments or updates will be drafted to help better protect private and public property. We will review the Lincoln County and Village of Ruidoso Comprehensive Plans, particularly sections concerning Natural Resource protection. Our focus will be on soil retention, watershed stabilization, ecosystem health, and storm water quality management.

Design Standards

Standards for storm water runoff criteria including allowable discharge rates and volumes generated by both public and private property are included as are development of conservation and ecological protection zones. Several perennial and numerous ephemeral streams occur within the Village. Improving their health and function as means to reduce peak discharges and runoff volumes will be a primary focus. We will also create design criteria for both retention and detention ponds, Green Stormwater Infrastructure (GSI) and Low Impact Development (LID). Conceptual design details will be included as an appendix to the plan.

Task 5 – Drainage Master Plan Document & Appendices

The information created above will be presented in a written report suitable for reference and planning purposes as the Village makes decisions regarding planning, design, policy, and capital improvements. A proposed draft outline of the document follows.

- Chapter 1 – Introduction, Report Objectives, History of Village Drainage Conditions
- Chapter 2 – Review of Background Information
- Chapter 3 – Hydrology – Existing and Future Condition Modeling
- Chapter 4 – Proposed Infrastructure Improvements
- Chapter 5 – Planning, Policy and Design Standards

Exhibits will be prepared to illustrate engineering, planning and natural resource protection zones.

The report will include appendices, at a minimum providing:

- Preliminary Construction Cost Estimates for Infrastructure Improvements
- Reference Information for Green Stormwater Infrastructure/Low Impact Development
- Methods for Slope and Watershed Stabilization
- Other Reference Information

Task 6 – Meetings & Coordination

CobbFendley will host a progress meeting twice a month with the Village of Ruidoso. This meeting will serve to update the Village of progress. Expected supporting agenda items may include modeling findings and results, infrastructure improvement feasibility, policy directives and guidance and general coordination. This task will also include contract management, invoicing and staff coordination.

SCHEDULE

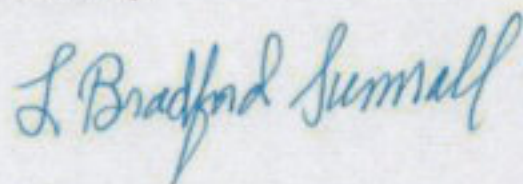
Projected milestones for task activities based on a formal Notice To Proceed (NTP).

Project Kick Off Meeting – within 2 weeks from NTP
Task 1 – 5 weeks from NTP
Task 2 – 12 weeks from NTP
Task 3 – 32 weeks from NTP
Task 4 – 40 weeks from NTP
Task 5 - 48 weeks from NTP

We will perform this work as a task order under the terms of our current On-Call Professional Engineering Services contract. Our total proposed fee excluding NMGRT is \$325,103 invoiced monthly on a time and materials basis. Total fee including NMGRT is \$349,892.10, reflected on monthly invoices.

We appreciate the opportunity to support the Village now and into the future as we work together toward improving the watershed and protecting the public. Please feel free to contact me with any questions or additional information needs. Thank you very much.

Sincerely,

A handwritten signature in blue ink that reads "L. Brad Sumrall".

L. Brad Sumrall, PE
Principal
Senior Project Manager

Mountain Municipal Program

Basis of Estimate

Project: VILLAGE OF RUIDOSO DRAINAGE MASTER PLAN						
Description: Watershed Hydrology, Runoff Collection and Storage System Improvements, Policy Recommendations, Capital Investments						
Method of Pay Time and Materials 9/1/2025						
Task Description	Task Cost	Senior Engineer 3 Hours	Project Manager 2 Hours	Engineer 1 Hours	Tech 3 CADIGIS Hours	Total Labor Hours
Task 1 Review of Background Information	\$12,651.00					
Review of historic reports	\$4,389.00	1	4	20		25
Review of comprehensive plans	\$4,389.00	1	4	20		25
Summary of goals, objectives and policy affecting development	\$3,873.00	1	2	20		23
Task 2 Existing and Future Hydrology	\$42,358.00					
Review of existing hydrology models	\$4,008.00	2	6	12		20
Creation of 2-, 5-, 10-, 25-, 50- and 100-yr rainfall tables	\$2,892.00	2	4	8		14
Recalibration of existing condition models due to recent changes	\$5,830.00	2	6	24		32
Determination of Future Condition Parameters (fire, development)	\$8,012.00	4	12	24		40
Future Condition HEC-HMS models	\$21,628.00	4	20	100		124
Task 3 Infrastructure Improvements	\$111,818.00					
SWMM Model Development and Iteration	\$4,272.00	8	32	240		280
Ponding - Retention and Detention Requirements	\$15,548.00	4	20	60		84
Channels and Pipelines	\$11,660.00	4	12	48		64
Green Stormwater Infrastructure Locations	\$11,660.00	4	12	48		64
Preliminary Cost Estimates	\$12,692.00	4	16	48		68
Exhibits for Locations	\$12,986.00	2	12	8	60	82
Task 4 - Policy, Planning & Design Studies	\$49,436.00					
Review Existing Development Ordinance	\$4,006.00	2	6	12		20
Revisions to Drainage, Floodplain Mgmt, Culvert, Hillside, Watershed Development Ordinances	\$9,994.00	2	8	48		58
Planning Policy Adjustments	\$6,188.00	4	12	12		28
Design Standards Development for Runoff and Ponding	\$14,624.00	8	28	32		68
Green Stormwater Infrastructure/LID Policy Development	\$14,624.00	8	28	32		68
Task 5 - Drainage Master Plan Document & Appendices	\$55,944.00					
Draft Report	\$29,032.00	8	32	120		160
Draft Appendices	\$15,620.00	4	16	32	40	92
Final Report	\$11,292.00	4	20	32		56
Task 6 - Meetings & Coordination	\$52,896.00					
Weekly Coordination Meeting with Village Staff	\$26,448.00	16	64	32		112
Project Management/Coordination	\$26,448.00	16	64	32		112
Hours Subtotals	\$ 325,103.00	115	440	1064	100	1719
Contract Rate Per Hour		Senior Engineer 3 \$317.00/Hr.	Project Manager 2 \$258.00/Hr.	Engineer 1 \$152.00/Hr.	Tech 3 CADIGIS \$134.00/Hr.	Labor Subtotal \$325,103.00
Subtotal Labor Costs (Lump Sum)		\$36,455.00	\$113,520.00	\$161,728.00	\$13,400.00	
Direct Expenses (Lump Sum)		Quantity	Unit Cost			Subtotal
Survey						\$ -
SUE		0				\$ -
Vehicle Mileage - (Current State Rate)		0				\$ -
Photocopies BW (Up to 11" X 17")						\$ -
Photocopies Color (Up to 11" X 17")						\$ -
Direct Expenses Subtotal (Lump Sum)						\$ -
TOTAL COST (LUMP SUM)						\$ 325,103.00

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: October 7, 2025

Re: Discussion on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

Item Summary:

Discussion on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

Financial Impact:

Upon approval, a budget adjustment will be completed in the SGRT Special Revenue Fund.

Item Discussion:

Revise design documents to address modifications made necessary by the 2025 floods. Provide engineering services during construction and resident project representative services. Submit utility permit application to New Mexico Department of Transportation.

Recommendations:

To Discuss Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

ATTACHMENTS:

[Waterworks Task Order.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Water Work Engineers, LLC
FY2025**

1. **Task Order Number:** RFP # 2024-004P-WWE-04
2. **Title:** Two Rivers Raw Water Intake and Transmission
3. **Project Number:** _____
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Revise design documents to address modifications made necessary by the 2025 floods. Provide Engineering Services During Construction (ESD) and Resident Project Representative (RPR) services. Submit utility permit application to New Mexico Department of Transportation (NMDOT)
6. **Village Contact:** Jaquelyne Peña, Adam Sanchez
7. **Water Works Engineers Contact:** Mohsen Karbakhsh and Mike Fisher
8. **Estimated Performance Time:** November 19, 2026
9. **Estimated Cost:** \$618,883.10 not including NMGRT
10. **Attachments:** Water Works Engineers Two Rivers Raw Intake and Transmission Task Order No.4
11. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

ATTEST:

Jini S. Turri, Village Clerk

Water Works Engineers, LLC



Michael J Fisher, Managing Member

Date: 09/16/2025

This Task Order is issued by the Village of Ruidoso (herein referred to as CLIENT) and accepted by Water Works Engineers, LLC (herein referred to as ENGINEER) pursuant to the mutual promises, covenants, and conditions contained in the most current Engineering Services Agreement between the Village of Ruidoso and Water Works Engineers, LLC.

PROJECT DESCRIPTION

The project specifics are as follows:

Location	100 Robin Rd, Ruidoso, NM 88345
Facility Name	Two Rivers Raw Water Intake and Transmission System
Facility Type	Raw Water Intake and Transmission
Existing Facility/ Site Description	Temporary Pump: 75 HP, 4" discharge , 1800 gpm at 393 ft, skid mounted Temporary transmission: ~8,200 LF of 12" HDPE DR11
General Project Objectives	Task Order No. 4: - Revise design documents to address modifications made necessary by the 2025 floods - Provide Engineering Services During Construction (ESDC) and Resident Project Representative (RPR) services - Submit utility permit application to New Mexico Department of Transportation (NMDOT)

SCOPE

The following services will be provided by ENGINEER for the Two Rivers Raw Water Intake and Transmission System (Project). This Task Order has been split into the following subtasks:

Subtask	Title
1	Project Management
2	Additional engineering services
3	Engineering Services During Construction and Resident Project Representative

Subtask 1 – Project Management

Under this subtask, ENGINEER will monitor and track the project budget and schedule to help ensure that all deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will also monitor progress and coordinate the activities being performed by ENGINEER's sub-consultants associated with the project and submit monthly progress reports to the CLIENT. The following will be performed under this subtask:

- 1) Project Kickoff Meeting
 - a) ENGINEER introductions to CLIENT staff
 - b) Familiarize ENGINEER with all project facilities
 - c) Gather operational data and record drawings
 - d) Agree on Project objectives
 - e) Agree on Project deliverables
- 2) Field Visits, as needed
 - a) ENGINEER will attend Project field visits as needed (up to 2 site visits included)
- 3) Project Communication and Control

- a) Coordination of all ENGINEER's Project Team activities
- b) Communication of project progress and issues to CLIENT staff
- c) Project schedule maintenance and control of project tasks to keep project schedule on track
- d) Cost tracking of all engineering activities and active cost control of fees
- e) Project Data Request Log (updated and disseminated as needed)
- 4) Quality Assurance/Quality Control
 - a) Plan and implement Quality Assurance/ Quality Control Policy with the entire project team
 - b) Ensure QA/QC procedures are being followed at each step in the design process

Meetings	• As needed
Deliverables	• As needed

Subtask 2 – Additional Engineering Services

ENGINEER will provide the following additional services:

- 1) Raise electrical platform and reinforce structural elements to account for the July 2025 flood event, elevation confirmation by CLIENT
- 2) Investigate site civil conditions and armor the park bending slopes with riprap to prevent further site erosion
- 3) Submit utility permit application to New Mexico Department of Transportation (NMDOT), on behalf of the CLIENT

Deliverables	NA, modifications will be included in final design documents per original schedule
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Subtask 3 – Engineering Services During Construction and Resident Project Representative

ENGINEER will provide the following Engineering Services During Construction (ESDC) Services:

- 1) Manage pre-construction conference
- 2) Manage weekly construction meetings
- 3) Provide field observation and Resident Project Representative (RPR) services (3 continuous days a week, and up to 44 weeks), with daily reports, and weekly email updates to CLIENT
- 4) Consult CLIENT on pay application and quantity coordination
- 5) Submittal Reviews (up to 40 submittals)
- 6) RFI review, documentation and tracking
- 7) Change Order review, documentation, and quantity coordination
- 8) Punch list item development and project closeout and warranty coordination
- 9) Lab testing results review, by CONTRACTOR
- 10) Prepare record drawings from CONTRACTOR's red line markups
- 11) Update control narrative plan

Meetings	Pre-Construction Conference Weekly Construction Meeting
Deliverables	Daily Progress Reports (DPR) Weekly updates Submittal responses RFI response Quantity responses Record Drawings Updated control plan

ASSUMPTIONS:

The following assumptions have been made in the development of this scope and fee. Additional Task Orders would be required to perform any of the work which is not listed in this scope or has been specifically identified as out of scope in the assumptions below:

- 1) All work completed by ENGINEER for the Project shall be performed under the signed and executed, "Professional Service Contract" between ENGINEER and CLIENT dated March 19, 2024.
- 2) Notice To Proceed (NTP) date upon receipt of PO.
- 3) CLIENT is providing all relevant background data, including but not limited to, those listed above, on a timely manner, ENGINEER is not responsible for delays caused by absence of background information.
- 4) CLIENT will provide consolidated written review comments for each deliverable within 10-working days.
- 5) Daily construction observation assumes a full day (8 hours) service, including travel time, on-site observation, and daily report production. These services will be billed at a minimum of 8 hours/day.

NOT IN THIS SCOPE:

- 1) Advertising or bidding services
- 2) Resurveying of the site
- 3) Flood assessment or time/inundation study
- 4) Pay application or change order processing
- 5) Special inspections or lab testing
- 6) Bid evaluation and support services

SCHEDULE:

See attachment B for ENGINEER's estimate of construction schedule.

PAYMENT:

Payment will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates and fee shown in attachment A. Total Fee for this task order, not including New Mexico Gross Receipts Tax (NMGR), is \$618,883.10.

ATTACHMENTS

Attached to this Scope for reference are the following:

A	Fee schedule and rate
B	ENGINEER's estimated construction schedule

EFFECTIVE DATE

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Task Order with the effective date being the last date written below.

Village of Ruidoso

Two Rivers Raw Water Intake and Transmission

Task Order No. 4 – Engineering Services During Construction



CLIENT

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

ENGINEER

By:  _____

Name: Mike Fisher, PE

Title: Managing Member

7500 North Dobson Road, Suite 200
Address: Scottsdale, Arizona 85256

Date: 08/04/2025

20-3148271
Employer I.D. No.

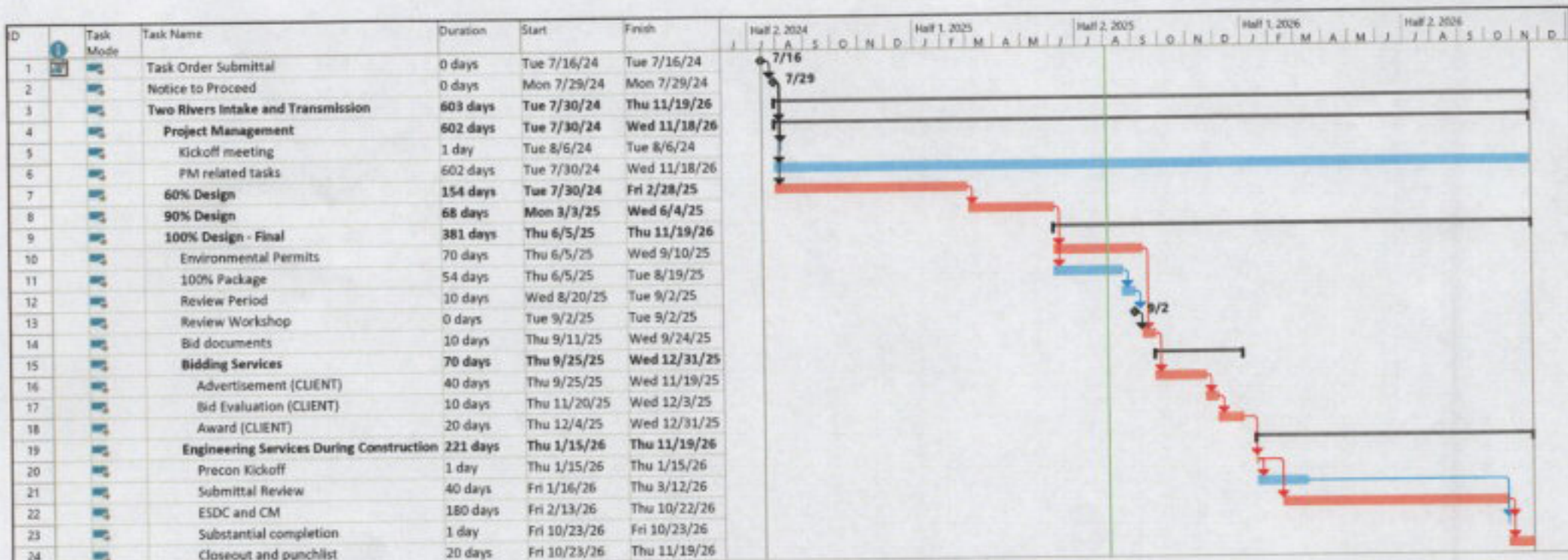


Attachement A - Fee schedule and rate

Client				Village of Ruidoso				 WATERWORKS ENGINEERS							
Project				Two Rivers RW Intake and Transmission System											
Task Order No				4 - ESDC and RPR				Subtask 1		Subtask 2		Subtask 3			
Prepared by				Mohsen K., Todd K., Mike F.				2025		2025		2026			
Date				8/4/2025				Project Management		Additional Engineering Services		ESDC and RPR			
Water Works Engineers				2024				hrs		fee		hrs		fee	
Classification/Title				Hourly Rate											
AA1		Administrative		\$72.0		16		\$1,186.56							
AA2		Senior Administrative		\$93.0											
E0		Jr Engineer / Jr Field Engineer		\$103.0								500		\$59,941	
E1		Staff Engineer		\$113.0											
E1A		Staff Engineer II		\$134.0											
E2		Associate Engineer		\$144.0						80		\$11,866		1400	
E2A		Associate Engineer II		\$155.0										\$213,877	
E3		Project Engineer		\$170.0		120		\$21,012.00		40		\$7,004		480	
E3A		Project Engineer II		\$185.0										\$86,569	
E4		Senior Project Engineer		\$201.0		40		\$8,281.20		20		\$4,141		200	
E4A		Senior Project Engineer II		\$227.0										\$42,648	
E5		Principal Engineer		\$242.0										80	
E5A		Principal Engineer II		\$268.0										\$20,539	
I1		Field Inspector		\$98.0											
I2		Senior Inspector		\$139.0											
I3		Supervising Inspector		\$155.0											
T1		Drafter/Jr. Technician		\$98.0						100		\$10,094		80	
T2		Designer/Sr. Technician		\$118.0						80		\$9,723		40	
T3		Senior Designer		\$139.0						40		\$5,727		20	
Expenses															
WWE Expenses														\$100,000	
Subconsultants															
Subconsultant Markup				10%										\$0	
Subtask Total Hours				176				360				2800			
Subtask Total Fee								\$30,480				\$48,554			
												\$539,849			

*Inclusive of 3% annual increase from contract rates

Project Total	
Hours	Fee (w/o NMGR)
3336	\$618,883.10
8.1875% NMGR (26-112)	\$50,671.05
Total Fee, including NMGR	\$669,554.15



Attachment B

Project: Village of Ruidoso - Tw
Date: Mon 8/4/25

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	



AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: October 7, 2025

Re: Discussion on Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGR, and Requesting an Extension of 117 days to November 3, 2025.

Item Summary:

Discussion on Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGR, and Requesting an Extension of 117 days to November 3, 2025.

Financial Impact:

A Reduction in the Contract Amount by \$1,019,290.88 Including NMGR.

Original Contract Amount - \$1,960,903.85 Including NMGR
Increase From Previously Approved Change Orders - \$2,775,476.15 Including NMGR
Contract Price Prior to This Change Order - \$4,736,380.00 Including NMGR
Decrease of this Change Order - 1,019,290.88 Including NMGR
Contract Price Incorporating This Change Order - \$3,717,089.12 Including NMGR

Item Discussion:

The Contract is modified as follows upon execution of this Change Order:

(Bid Item No. 3)

Material Testing Allowance has been removed, resulting in a contract price decrease of \$5,000.00.

(Bid Item No. 13)

Remove and replace 14-inch gate valves has been removed, resulting in a contract price decrease of \$54,050.00.

(Bid Item No. A3-1)

Interior lead abatement for the Alto Tank has been removed, resulting in a contract price decrease of \$207,160.00.

(Bid Item No. A-1)

Recoat the Alto Tank exterior including lead abatement has been removed, resulting in a contract price decrease of

\$474,431.00.

(Bid Item No. A-3)

Remove and replace wet subgrade for the Alto Tank has been removed, resulting in a contract price decrease of

\$180,000.00.

(Bid Item No. A-4)

Repair (i.e., seal crack) in concrete ring wall for the Alto Tank has been removed, resulting in a contract price

decrease of \$15,000.00.

(Bid Item No. A-6)

Add toe boards and mid-rail to stairs for the Alto Tank has been removed, resulting in a contract price decrease of

\$52,332.00.

(Bid Item No. A-12)

Material Storage for 14-inch gate valves has been included, resulting in a contract price increase of \$26,151.83.

(Bid Item No. A-13)

Cathodic protection for the Alto Tank has been included, resulting in a contract price increase of \$31,362.00.

(Bid Item No. A-14)

Sample tap for the Alto Tank has been included, resulting in a contract price increase of \$7,326.00.

(Bid Item No. A-15)

Back rolling interior coating for the Alto Tank has been included, resulting in a contract price increase of \$61,361.00

(Bid Item No. 22)

Overcoat exterior for the Gavilan Tank has been removed, resulting in a contract price decrease of \$80,380.00.

Recommendations:

To Discuss Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGRT, and Requesting an Extension of 117 days to November 3, 2025.

ATTACHMENTS:

[C-941 Change Order No. 4 10.1.2025.pdf](#)

CHANGE ORDER NO. 4

Date of Issuance: 1-Oct-25	Effective Date: 1-Oct-25
Owner: Village of Ruidoso	Owner's Contract No.: N/A
Contractor: D&R Tank Company	Contractor's Project No.: N/A
Engineer: Souder, Miller & Associates	Engineer's Project No.: 6331008
Project: Village of Ruidoso Water Storage Tank Rehabilitation Project	Contract Name: Village of Ruidoso Water Storage Tank Rehabilitation Project

The Contract is modified as follows upon execution of this Change Order:

(Bid Item No. 3)

Material Testing Allowance has been removed, resulting in a contract price decrease of \$5,000.00.

(Bid Item No. 13)

Remove and replace 14-inch gate valves has been removed, resulting in a contract price decrease of \$54,050.00.

(Bid Item No. A3-1)

Interior lead abatement for the Alto Tank has been removed, resulting in a contract price decrease of \$207,160.00.

(Bid Item No. A-1)

Recoat the Alto Tank exterior including lead abatement has been removed, resulting in a contract price decrease of \$474,431.00.

(Bid Item No. A-3)

Remove and replace wet subgrade for the Alto Tank has been removed, resulting in a contract price decrease of \$180,000.00.

(Bid Item No. A-4)

Repair (i.e., seal crack) in concrete ring wall for the Alto Tank has been removed, resulting in a contract price decrease of \$15,000.00.

(Bid Item No. A-6)

Add toe boards and mid-rail to stairs for the Alto Tank has been removed, resulting in a contract price decrease of \$52,332.00.

(Bid Item No. A-12)

Material Storage for 14-inch gate valves has been included, resulting in a contract price increase of \$26,151.83.

(Bid Item No. A-13)

Cathodic protection for the Alto Tank has been included, resulting in a contract price increase of \$31,362.00.

(Bid Item No. A-14)

Sample tap for the Alto Tank has been included, resulting in a contract price increase of \$7,326.00.

(Bid Item No. A-15)

Back rolling interior coating for the Alto Tank has been included, resulting in a contract price increase of \$61,361.00.

(Bid Item No. 22)

Overcoat exterior for the Gavilan Tank has been removed, resulting in a contract price decrease of \$80,380.00.

Attachments: *Unit Price Worksheet, Supplier's Quote*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,812,505.00 (\$1,960,903.85 w/ NMGR)</u>	Original Contract Times: Substantial Completion: <u>December 11th, 2024 (365 days)</u> Ready for Final Payment: <u>January 10th, 2025 (395 days)</u> days
Increase from previously approved Change Orders: \$ <u>2,565,431.45 (\$2,775,476.15 w/ NMGR)</u>	Increase from previously approved Change Orders: Substantial Completion: <u>210</u> Ready for Final Payment: <u>210</u> days
Contract Price prior to this Change Order: \$ <u>4,377,936.45 (\$4,736,380.00 w/ NMGR)</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 9th, 2025 (575 days)</u> Ready for Final Payment: <u>August 8th, 2025 (605 days)</u> dates (days)
Decrease of this Change Order: \$ <u>942,152.17 (\$1,019,290.88 w/ NMGR)</u>	Increase of this Change Order: Substantial Completion: <u>117 days</u> Ready for Final Payment: <u>117 days</u> days
Contract Price incorporating this Change Order: \$ <u>3,435,784.28 (\$3,717,089.12 w/ NMGR)</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 3rd, 2025 (692 days)</u> Ready for Final Payment: <u>December 3rd, 2025 (722 days)</u> dates (days)

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
 Title: _____
 Date: _____

By: _____
Owner (Authorized

Title _____

Date _____

By: _____
Contractor (Authorized

Title _____

Date _____

66

1



WATER STORAGE SOLUTIONS

REQUEST FOR CHANGE ORDER

August 28, 2025

Robert Storey
Souder Miller
3500 Sedona Hills Parkway
Las Cruces, NM 88011
O: 575-647-0799, M: 575-449-3214 email: robert.storey@soudermiller.com

Re: Cathodic Protection Proposal ALTO Water Tank- Ruidoso, NM

ALTO 5MG ICCP System

- Furnish and install a complete automatically controlled horizontal impressed current cathodic protection system to protect internal submerged surfaces from corrosion.

Commissioning, Testing, and Reporting

- Commissioning and system testing, a full report documenting performance and recommendations to be submitted.

Price \$ 31,362.00

Additional days 5

Excluded

Tax and Bonds
Electrical Power to run CP.
Annual Maintenance

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM DoI No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A

Native American Owned



WATER STORAGE SOLUTIONS

QUOTE

September 3, 2025

Robert Storey, P.E.
Souder Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
O: 575-647-0799, M: 575-449-3214, robert.storey@soudermiller.com

Re: Ruidoso, NM – Alto Tank Sample Tap and Insulated Enclosure

D&R Tank Co will provide all supervision, labor, material, tools and equipment to shop fabricate, shop paint, field install, and field paint, one Sample Tap with Insulated Enclosure.

Included:

- NM Certified Wage Rates (LI-23-1622-H)
- Submittal / Fabrication Drawings
- Install ¾" sample tap with gate valve and ball valve
- Install Insulated Enclosure
- Interior/Exterior Paint System (touch-up paint of repaired areas)

LUMP SUM PRICE – Sample Tap and Insulated Enclosure

7,326.00

Additional days requested 4
Bond and tax excluded

Respectfully Submitted,

Sabrina Ansley

Sabrina Ansley

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM Dol No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A-1

Native American Owned

INDUSTRIAL INSPECTION GROUP, INC.

COATING INSPECTION AND CONSULTING SERVICES

September 17, 2025

Ms. Sabrina Ansley
D & R Tank
1210 Prosperity Ave SE
Albuquerque, New Mexico 87105

Re: Ruidoso, New Mexico
Alto Crest 5MG Rehabilitation
Interior Coatings

Ms. Ansley,

After reviewing my inspectors reports I recommend that the interior shell be back rolled due to the pitting observed on the shell. The pitting observed is in a similar to that which was observed and remediated by back rolling at the Gavilan Tank that was previously completed. Back rolling the shell will help to completely fill the pits and help to build an additional 10 mils DFT. By doing this it will help ensure the interior of the tank is holiday free as I am not comfortable with only having the standard 20 – 24 mils of Tnemec Series 22/ FC 22 over the 2.5 to 3.5 mils of Tnemec 91H2O, I think it will be not fully cover/encapsulate the pitting present. My inspector onsite believes roughly 75% of the tanks interior would need to be back rolled, he has not located any pits that would require weld repair at this time. This being stated I would encourage D&R Tank to back roll the interior of this tank so that you can provide the Town the best possible product as I feel without the additional Mils provided by back rolling the current coating system will be difficult to achieve a holiday free surface.

Respectfully submitted,



Chad Kauffman
AMPP Senior Certified Coatings Inspector # N - 8458
SSPC PSC # 2020-115-315



WATER STORAGE SOLUTIONS

QUOTATION

September 25, 2025

Edgar Dominguez

Souder Miller

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Edgar.dominguez@soudermiller.com

Re: Ruidoso, NM Alto Water Storage Tank

D&R Tank will repair the interior tank areas as identified by the independent NACE Inspector.

Included

- Paint Repairs of Affected Areas as Noted by Inspector
- Certified Wage Rates
- Independent NACE Inspection
- One Year Warranty, Eleven-month inspection with tank empty and out of service

Excluded

- **Winter Tank Heating for Painting**
- Water for Testing, Hydrostatic Testing, Bacteriological Tests, Soil Testing & Reports
- Temporary Facilities, Licenses, Permits, Bonds and Sales Tax. All items not specifically included are excluded with common exclusions stated above.

*Additional charges will be added if D&R Tank Co. cannot readily access and fabricate the tank with our standard erection and painting equipment. **25' of working room is required around perimeter of tank until completed by D & R Tank Co.** Bid is based on information provided; any changes will be at additional cost. Prior to mobilization D & R Tank Co. will require that foundation is ready, all back fill in place, no open ditches or holes and site access road is clear and must remain clear for equipment and materials access during construction and painting of the tank or back charges for equipment and field crew downtime may be applied.*

LUMP SUM PRICE \$ **61,361.00**

This is a ALL or NONE Quote and is good for 30 days only.

SALES TAX NOT INCLUDED-BONDS AVAILABLE @ 1.5% of CONTRACT

Time Extension required 21 days

Respectfully Submitted,

Jake Hawkins

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM Dol No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A-1

Native American Owned

The terms, pricing, and conditions outlined in this quote are accepted. Please proceed with the order as specified.

_____	_____	_____
Name	Print	Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: October 7, 2025

Re: Discussion on Adoption of Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Item Summary:

Discussion on Adoption of Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Financial Impact:

Upon issuance of agreement, the Finance Department will prepare a budget adjustment to record the Loan/Grant Agreement Amendment to the SGRT Special Revenue Fund (Fund #202).

Item Discussion:

Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for

the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Recommendations:

To Discuss Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement

ATTACHMENTS:

[Resolution 2025-35.pdf](#)

STATE OF NEW MEXICO
COUNTY OF LINCOLN

The Village Council (the “Governing Body”) of the Village of Ruidoso, New Mexico (the “Borrower/Grantee”), met in regular session in full conformity with law and the rules and regulations of the Governing Body in the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 being the meeting place of the Governing Body for the regular meeting held on the 14th day of October, 2025, at the hour of 1:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the Secretary a copy of a proposed resolution in final form.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. 2025-35

RELATING TO THE \$918,415 LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (THE “LOAN/GRANT AGREEMENT”) BY AND BETWEEN THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”) AND THE NEW MEXICO FINANCE AUTHORITY (THE “FINANCE AUTHORITY” OR “LENDER/GRANTOR”), ENTERED INTO FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION AND REHABILITATION OF UPPER CANYON SURFACE DIVERSION WELL, GATES AND ELECTRICAL EQUIPMENT UPGRADES; AUTHORIZING AN AMENDMENT TO THE LOAN/GRANT AGREEMENT TO ACCEPT AN ADDITIONAL GRANT AMOUNT OF \$1,157,840 FROM THE LENDER/GRANTOR TO THE FINANCE THE CONSTRUCTION COST OVERRUNS OF THE PROJECT RESULTING IN A TOTAL GRANT AMOUNT OF \$1,984,413; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT TO THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Article I of the Loan/Grant Agreement unless otherwise defined in the preambles or Section 1 of this Resolution, or unless the context requires a different meaning.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee executed and delivered to the Finance Authority a Loan/Grant Agreement dated January 19, 2024, to borrow \$91,842 from the Lender/Grantor and to accept a grant in the amount of \$826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the “Project”); and

WHEREAS, the Governing Body has determined that it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional grant in the amount of \$1,157,840 from the Lender/Grantor to finance the construction cost overruns of the Project (the “Additional Grant”) resulting in a total Grant Amount of \$1,984,413; and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, and this Resolution and the Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement remain effective.

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

Section 1. Definitions.

“Loan/Grant Agreement Amendment” means the amendment to the Loan/Grant Agreement authorized by this Resolution.

“Resolution” means this Resolution No. _____ adopted by the Governing Body on October 14, 2025 approving the Loan/Grant Agreement Amendment.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Borrower/Grantee directed toward the execution and delivery of the Loan/Grant Agreement Amendment is hereby ratified, approved and confirmed.

Section 3. Loan/Grant Agreement Amendment – Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the Borrower/Grantee, it is hereby declared necessary that the Borrower/Grantee, pursuant to the Act, enter into the Loan/Grant Agreement Amendment, and the execution and delivery of the Loan/Grant Agreement Amendment is hereby authorized.

B. Detail. The Loan/Grant Agreement Amendment shall be substantially in the form presented to the Governing Body at the meeting of the Governing Body at which this Resolution was adopted. The Loan/Grant Agreement Amendment shall provide in substance that the Borrower/Grantee accepts an additional grant in the amount of \$1,157,840, and to effect such change, the terms “Grant” and “Grant Amount” throughout the Loan/Grant Agreement and loan/grant documents shall refer to, collectively, an aggregate grant amount of \$1,984,413.

Section 4. Approval of Loan/Grant Agreement Amendment. The form of the Loan/Grant Agreement Amendment as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby authorized to

execute, acknowledge and deliver the Loan/Grant Agreement Amendment with such changes, insertions and omissions as may be approved by such Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Borrower/Grantee on the Loan/Grant Agreement Amendment and attest the same, and the execution of the Loan/Grant Agreement Amendment by Authorized Officers shall be conclusive evidence of such approval. Authorized Officers are further authorized to execute such other documents as may be required by the Finance Authority, including, without limitation, closing certificates.

Section 5. Resolution Irrepealable. After the Loan/Grant Agreement Amendment has been executed and delivered, this Resolution shall be and remain irrepealable until the Loan shall be fully paid, canceled and discharged, as provided in the Loan/Grant Agreement.

Section 6. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 8. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the President and Secretary of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2025.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

Village Council Member _____ then moved adoption of the foregoing Resolution, duly seconded by Village Council Member _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Governing Body having voted in favor of said motion, the President declared said motion carried and said Resolution adopted, whereupon the President and the Secretary signed the Resolution upon the records of the minutes of the Governing Body.

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

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

STATE OF NEW MEXICO
COUNTY OF LINCOLN

I, Jini S. Turri, the duly qualified and acting Village Clerk, of the Village Of Ruidoso (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 on October 14, 2025, at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Loan/Grant Agreement Amendment, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-1 adopted and approved on December 10, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 7st day of November, 2025.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

6908747

EXHIBIT “A”

Meeting Agenda
of the October 14, 2025
Village Council Meeting

[SEE ATTACHED]

LOAN/GRANT AGREEMENT AMENDMENT

dated

November 7, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,

and the

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO,
as Borrower/Grantee.

TO ACCEPT AN ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024

**LOAN/GRANT AGREEMENT AMENDMENT
TO ACCEPT AN ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024**

THIS LOAN/GRANT AGREEMENT AMENDMENT DATED NOVEMBER 7, 2025 TO ACCEPT AN ADDITIONAL GRANT AMOUNT RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (this “Loan/Grant Agreement Amendment”) is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority” or “Lender/Grantor”), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the “Borrower/Grantee”).

Capitalized terms used herein shall have the same meaning assigned to them in the Loan/Grant Agreement dated January 19, 2024, between the Finance Authority and the Borrower/Grantee (the “Loan/Grant Agreement”) except as otherwise defined below.

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Governing Body adopted Resolution No. 2023-39 on December 12, 2023 (the “Resolution”), authorizing, approving and directing the Borrower/Grantee to borrow \$91,842 from the Lender/Grantor and to accept a grant in the amount of \$826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the “Project”); and

WHEREAS, on January 19, 2024, the Finance Authority and the Borrower/Grantee entered into a \$918,415 Water Project Fund Loan/Grant Agreement (the “Loan/Grant Agreement”), consisting of a Loan Amount of \$91,842 and a Grant Amount of \$826,573; and

WHEREAS, on August 28, 2025, the Governing Body determined it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional grant in the amount of \$1,157,840 from the Lender/Grantor to finance the construction

cost overruns of the Project (the “Additional Grant”) resulting in a total Grant Amount of \$1,984,413; and

WHEREAS, the Borrower/Grantee has adopted Resolution No. _____ on October 14, 2025, which authorizes this Loan/Grant Agreement Amendment amending the Loan/Grant Agreement to accept an additional grant in the amount of \$1,157,840 ; and

WHEREAS, the Governing Body of the Borrower/Grantee intends that the provisions of the Loan/Grant Agreement shall govern the use and expenditure of the Grant Amount, including all provisions relating to the Loan Payments, the pledge of the Pledged Revenues, and all covenants, warranties and certifications contained in all of the documents relating to the Loan/Grant Agreement (“Loan/Grant No. WPF-5981 Loan Documents”); and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, and Resolution No. _____ and this Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement remain effective; and

WHEREAS, the execution and performance of this Loan/Grant Agreement Amendment have been authorized, approved, and directed by all necessary and appropriate action of the Finance Authority and their respective officers and the Borrower/Grantee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I AMENDMENT

Section 1.1. Amendment of Article I, Definitions. The parties hereby agree that Article I, Definitions, “Grant” or “Grant Amount” of the Loan/Grant Agreement is deleted in its entirety and replaced with the following:

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than one million, nine hundred eighty-four thousand, four-hundred thirteen dollars (\$1,984,413).”

The terms “Grant” and/or “Grant Amount” throughout the Loan/Grant No. WPF-5981 Loan Documents shall refer to the original grant amount of \$826,573 together with the additional grant amount of \$1,157,840, resulting in an aggregate Grant Amount of \$1,984,413.

Section 1.2. Effective Date. This Loan/Grant Agreement Amendment shall be effective as of November 7, 2025.

ARTICLE III RATIFICATION

Section 3.1. All Other Provisions of Loan/Grant Agreement Remain Effective. Except as expressly amended by this Loan/Grant Agreement Amendment, the Loan/Grant Agreement shall remain effective in its entirety until repayment in full.

ARTICLE IV NOT A NOVATION

Section 4.1. Not a Novation. The Borrower/Grantee and the Finance Authority expressly intend and agree that this Loan/Grant Agreement Amendment evidences a modification only of the Loan/Grant No. WPF-5981 Loan/Grant Documents and is not a novation.

ARTICLE V MISCELLANEOUS

Section 5.1 Benefit. This Loan/Grant Agreement Amendment shall inure to the benefit of and shall be binding upon the Finance Authority, the Borrower/Grantee and their respective successors and assigns, if any.

Section 5.2 Binding Effect. All terms and conditions of the Loan/Grant Agreement shall remain in full force and effect, as supplemented by this Loan/Grant Agreement Amendment.

Section 5.3. Severability. In the event that any provision of this Loan/Grant Agreement Amendment or any provision of the Loan/Grant Agreement as hereby amended should be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Loan/Grant Agreement.

Section 5.4. Execution in Counterparts. This Loan/Grant Agreement Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5. Applicable Law. This Loan/Grant Agreement Amendment shall be governed by and construed in accordance with the laws of New Mexico.

Section 5.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan/Grant Agreement Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Loan/Grant Agreement Amendment in its corporate name; and the Borrower/Grantee has caused this Loan/Grant Agreement Amendment to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST: _____

By _____
Jini S. Turri, Village Clerk

6908889_2

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$2,076,255 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981

Closing Date: November 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: Additional loan in lieu of match

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"
WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: Village of Ruidoso Contact Name: _____ Title: _____ Email Address: _____	Project Number: WPF-5981 Project Name: Upper Canyon Surface Division Rehabilitation Project Type: _____
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$2,076,255 Current Balance: \$ _____ Loan 10% Grant 90% Match: \$393,607 Construction Cost overrun Grant: \$1,157,840 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period:	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

****All fields must be completed.***

EXHIBIT "E"
FORM OF CERTIFICATE OF COMPLETION

RE: \$2,076,255 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981

Closing Date: November 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

VILLAGE OF RUIDOSO,
LINCOLN COUNTY, NEW MEXICO

By: _____

Its: _____