

VILLAGE OF RUIDOSO

**AGENDA INDEX
WORKSHOP MEETING
JANUARY 6, 2026 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, January 6, 2026 at 8:00 a.m. 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 Memorandum of Understanding (MOU), with New Mexico Department of Finance and Administration Local Government Division for the Driving While Intoxicated Program.
2. Discussion on Statement of Assurances for the FY2027 Local DWI Grant and Distribution Program.
3. Discussion on Adoption of Resolution 2026-02, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.
4. Discussion on Award of RFP #2026-004P to Altumint, Inc. for an Automated Traffic Enforcement System.
5. Discussion on Agreement with Altumint, Inc. for Automated Traffic Enforcement System awarded through RFP #2026-004P.
6. Discussion on Adoption of Resolution 2026-03, a Resolution Authorizing the Lease Agreement Between the Village of Ruidoso and Caterpillar Financial Services Corporation for a Caterpillar 440 Backhoe Loader Utilizing Sourcewell Price Agreement #020223CAT for a Term of 60 Months in the Amount of \$182,400.00.

7. Discussion on Rescinding Award of RFP #2025-0013P from Advanced Air, LLC for Air Service Operator (ASO) for Sierra Blanca Regional Airport and Authorization to Readvertise.
8. Discussion on Purchase of 2026 Chevrolet Suburban from Tillery Chevrolet GMC, Inc. Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$67,125.00.
9. Discussion on Remodel of Fire Substation 4 by Wilson Construction Utilizing New Mexico State Price Agreement #30-00000-23-0070 in the Amount of \$525,712.76 Including NMGR.T.
10. Discussion on Revocation of Short-Term Rental Permit Issued to Andrew Castruita at 400 Sunny Slope Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village.
11. Discussion on Adoption of Resolution 2026-05, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$5,160,000.00, including a Loan in the Amount of \$516,000.00, for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Two Rivers Raw Water Intake and Transmission Line and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.
12. Discussion on Adoption of Resolution 2026-04, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$763,597.00, including a Loan in the Amount of \$76,360.00, for the Purpose of Financing the Costs of Designing, Constructing and Redrilling the Hollywood Well and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.
13. Discussion on Award of RFP #2026-005P, to Open Sky Productions, LLC. for Professional Services for Drone Light Shows.
14. Discussion on Agreement with Open Sky Productions, LLC for Drone Light Show Services Awarded via RFP #2026-004P.
15. Discussion on Adoption of Resolution 2026-06, a Resolution Approving the Acquisition of Real Property Located in the Village of Ruidoso, Lincoln County, New Mexico Tracts 1, 2, 3, 8 and 9, H.F. Investors Tract for the Use of Work Force Housing, in the Amount of \$785,000.00.

ADJOURN

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

Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: January 6, 2026

Re: Discussion on Memorandum of Understanding (MOU), with New Mexico Department of Finance and Administration Local Government Division for the Driving While Intoxicated Program.

Item Summary:

Discussion and Possible Action on Memorandum of Understanding (MOU), with New Mexico Department of Finance and Administration Local Government Division for the Driving While Intoxicated Program.

Financial Impact:

None.

Item Discussion:

Memorandum of Understanding (MOU), with New Mexico Department of Finance and Administration Local Government Division for the Driving While Intoxicated Program.

Recommendations:

To Discuss Memorandum of Understanding (MOU), with New Mexico Department of Finance and Administration Local Government Division for the Driving While Intoxicated Program.

ATTACHMENTS:

[HHA MOU - Village FY-26.pdf](#)

MEMORANDUM OF UNDERSTANDING

The Village of Ruidoso DWI Program (hereinafter referred to as the “Program”) and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as “Division”) hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a “covered entity” as defined by the Department of Health and Human Services Regulations entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any “individually identifiable health information” or transmit “protected health information” as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

- 2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).

- 3. Report or transmit data to the Division that deletes and contains no “individually identifiable health information” or “protected health information” as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Lynn D. Crawford, Mayor

Village Council Chairperson (or Designee)
(Please Print)

Signature

Date

Cecilia Mavrommatis, Director
Local Government Division

Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: January 6, 2026

Re: Discussion on Statement of Assurances for the FY2027 Local DWI Grant and Distribution Program.

Item Summary:

Discussion on Statement of Assurances for the FY2027 Local DWI Grant and Distribution Program.

Financial Impact:

None.

Item Discussion:

Statement of Assurances for the FY2027 Local DWI Grant and Distribution Program.

Recommendations:

To Discuss Statement of Assurances for the FY2027 Local DWI Grant and Distribution Program.

ATTACHMENTS:

[HHA STATEMENT OF ASSURANCES - Village FY-26 ZZ.pdf](#)

STATEMENT OF ASSURANCES

Local DWI Grant and Distribution Program

Fiscal Year 2027: July 1, 2026 – June 30, 2027

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any screening fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The **ten percent cap for capital purchases does not apply to the Detoxification Grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of State Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Lynn D. Crawford, Mayor

Village Council Chair (or Designee) (Please Print)

Signature

Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: January 6, 2026

Re: Discussion on Adoption of Resolution 2026-02, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Item Summary:

Discussion on Adoption of Resolution 2026-02, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Financial Impact:

None

Item Discussion:

Adoption of Resolution 2026-02, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Recommendations:

To Discuss Adoption of Resolution 2026-02, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

ATTACHMENTS:

[Cover Page](#)

[HHA RESOLUTION for Village as fiscal agent FY-26.pdf](#)

County/Municipality: Lincoln/Ruidoso

Name:	William Hanson
Address:	PO Box 603
City, Zip:	Capitan, NM 88316
Telephone:	575-937-1117
Email:	ekhwadh@outlook.com

Contact Person:	Judi Starkovich
Mailing Address:	313 Cree Meadows Dr.
City, Zip:	Ruidoso, NM 88345
Telephone:	575-258-4343
Email:	jdiStarkovich@ruidoso-nm-gc

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Village of Ruidoso

Resolution No. 2026-02

**A RESOLUTION AUTHORIZING THE VILLAGE OF Ruidoso TO SUBMIT
AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL
GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT
AND DISTRIBUTION PROGRAM.**

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County wishes to authorize the Village to apply for and administer the grant on the County's behalf; and

WHEREAS, the Village on behalf of the County along with participating agencies is making an application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Village of Ruidoso on behalf of the County of Lincoln and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2027 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of _____, 20__.

Mayor, Village of Ruidoso

Attest:

DWI Planning Council Representative

Village Clerk (SEAL)

Revised: November 2024

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: January 6, 2026

Re: Discussion on Award of RFP #2026-004P to Altumint, Inc. for an Automated Traffic Enforcement System.

Item Summary:

Discussion on Award of RFP #2026-004P to Altumint, Inc. for an Automated Traffic Enforcement System.

Financial Impact:

There will be zero financial impact on the Village of Ruidoso, as it will be 100% violator funded with no upfront fee to the Village of Ruidoso. Altumint, Inc. will collect their administrative fee, and the Village of Ruidoso will receive the remaining balance.

Item Discussion:

Legal ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record, and Albuquerque Journal.

Eleven (11) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Altumint, Inc. and NovoaGlobal, Inc.

One (1) addendum was issued for answers to potential proposers, correction to the financial years request and extending the deadline of submissions.

Proposal submission deadline was June 26, 2025

Two (2) proposals were received to be evaluated:

- Altumint, Inc.
- NovoaGlobal, Inc.

The Committee discussed the responses of each evaluation criteria and references provided,

then collectively scored for the proposal for:

- Experience, Qualifications and Approach - 35 possible points
- Project Understanding and Approach - 35 possible points
- Financials - 30 possible points.

Recommendations:

To Discuss Award of RFP #2026-004P to Altumint, Inc. for an Automated Traffic Enforcement System.

ATTACHMENTS:

[RFP #2026-004P Evaluation Committee Report.pdf](#)

[RFP #2026-004P Evaluation Score Summary .docx.pdf](#)

EVALUATION COMMITTEE REPORT	
RFP TITLE	Automated Traffic Enforcement System
RFP NUMBER	2026-004P
DATE OF REPORT	12/16/25
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

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

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

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Automated Traffic Enforcement System for the Village of Ruidoso.

The Village of Ruidoso has identified automated speed enforcement cameras as systems that can assist in the reduction of speeds along roadways that have a history of excessive speeds and safety concerns. The Village recognizes that these systems can provide year-round, 24-hour enforcement and are not dependent on the direct, live observation of violations. The Village also recognizes that the review of violations and subsequent enforcement actions can be a time-consuming task for authorized personnel. In order to maximize accident prevention and safety enforcement while minimizing staff involvement, the Village is seeking proposals from qualified firms to provide automated traffic violation enforcement.

The Village is conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for three (3) years with the option to renew an additional three (3) years, not to exceed six (6) years.

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News on, Roswell Daily Record and Albuquerque Journal on 11/6/25.

Eleven (11) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Altumint, Inc and NovoaGlobal, Inc

One (1) addendum was issued for answers to potential proposers, correction to the financial years request and extending the deadline of submissions.

Proposal Submission Deadline was 11/26/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Two (2) Proposals were received to be evaluated:

- Altumint, Inc.
- NovoaGlobal, Inc.

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

- **Experience, Qualifications and Approach – 35 Possible Points**
The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the respondent must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor.
This section shall also include:
 1. Approximate number of people to be assigned to the project.
 2. Extent of principle involvement.
 3. Team qualifications and experience in similar or related projects.
 4. Names of key members who will be performing the work on this project and their responsibilities.
 5. Resources available to perform the work for the duration of the Project.
 6. Respondent's internal procedures and/or policies for work quality, accuracy, and timely customer service.
- **Project Understanding and Approach – 35 Possible Points**
The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing methods.
Details to be included under this section include:
 1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the Village.
 2. Explain the procedure for determining and repairing equipment malfunctions.

3. Provide information on the percentage and kinds of errors experienced by the respondent resulting from citation processing services.
4. Provide details on how images will be destroyed when citations are dismissed or not issued.
5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.
6. In accordance with the Village's organizational standards and requirements, any proposed solution must be compliant with the Administrative Instruction IT 10 as shown in Attachment A, specifications related to cloud services and technologies. Vendors are expected to provide documentation or evidence of adherence to the Administrative Instruction IT10 standard in their proposal submissions.

- Financials – 30 Possible Points

One (1) copy of the Offeror's 2023 and 2024, audited Balance and Income Statements (Statement) shall be uploaded into the Bonfire portal separately and titled "FINANCIAL STATEMENTS". If an audited financial statement is not available, Offeror shall provide its most recent accountant compiled Balance and Income Statements.

The failure to provide the required information for each year as requested shall result in receiving zero (0) points for the year not submitted.

Point value for each Statement shall be as follows:

2023 – 15 points

2024 – 15 points

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Steven Minner	Village of Ruidoso – Police Chief
Michael Martinez	Village of Ruidoso – Deputy Village Manager
Matthew Baird	Village of Ruidoso – Parks & Recreation Director

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

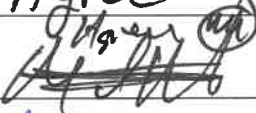
Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	11/26/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	12/16/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Both proposals received were very well prepared and met all requirements of this procurement. Altumint, Inc scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-004P for Automated Traffic Enforcement System to Altumint, Inc.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Steven Minner	Agree		12/19/25
Michael Martinez			12/19/25
Matthew Baird	Agree		12/18/25

EVALUATION CRITERIA Summary Totals
12/16/2025 @ 10:00 AM

CRITERIA AND POINT VALUES FOR RFP #2026-004P Automated Traffic Enforcement System

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

CRITERIA	Possible Points	Altumint, LLC	NovaoGlobal, LLC
B. Technical Specifications			
1. Experience, Qualifications and Approach The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the respondent must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: 26 firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor. This section shall also include: 1. Approximate number of people to be assigned to the project. 2. Extent of principle involvement. 3. Team qualifications and experience in similar or related projects. 4. Names of key members who will be performing the work on this project and their responsibilities. 5. Resources available to perform the work for the duration of the Project. 6. Respondent's internal procedures and/or policies for work quality, accuracy, and timely customer service.	35	32	25
2. Project Understanding and Approach The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing methods. Details to be included under this section include: 1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the Village. 2. Explain the procedure for determining and repairing equipment malfunctions. 3. Provide information on the percentage and kinds of errors experienced by the respondent resulting from citation processing services. 4. Provide details on how images will be destroyed when citations are dismissed or not issued.	35	32	26

5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.			
6. In accordance with the Village's organizational standards and requirements, any proposed solution must be compliant with the Administrative Instruction IT 10 as shown in Attachment A, specifications related to cloud services and technologies. Vendors are expected to provide documentation or evidence of adherence to the Administrative Instruction IT10 standard in their proposal submissions.			
3. Financials One (1) copy of the Offeror's 2023 and 2024, audited Balance and Income Statements (Statement) shall be uploaded into the Bonfire portal separately and titled "FINANCIAL STATEMENTS". If an audited financial statement is not available, Offeror shall provide its most recent accountant compiled Balance and Income Statements. The failure to provide the required information for each year as requested shall result in receiving zero (0) points for the year not submitted. Point value for each Statement shall be as follows: 2023 – 15 points 2024 – 15 points	30	30	28
C. Business Specifications			
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass
5. New Mexico Resident Business Preference	8		
6. New Mexico Resident Veterans Preference	10		
TOTAL POINTS:	110	94	79


 Purchasing Agent

12/18/2025
 Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: January 6, 2026

Re: Discussion on Agreement with Altumint, Inc. for Automated Traffic Enforcement System awarded through RFP #2026-004P.

Item Summary:

Discussion on Agreement with Altumint, Inc. for Automated Traffic Enforcement System awarded through RFP #2026-004P.

Financial Impact:

There will be no financial impact to the Village of Ruidoso, as this Automated Traffic Enforcement System is 100% violator funded with no upfront fees to the Village of Ruidoso. Altumint, Inc. provides equipment and services and collects their administrative fee and the remainder of the fine is provided to the Village of Ruidoso.

Item Discussion:

Agreement with Altumint, Inc for Automated Traffic Enforcement System awarded through RFP #2026-004P

Recommendations:

To Discuss the Agreement with Altumint, Inc. for Automated Traffic Enforcement System awarded through RFP #2026-004P.

ATTACHMENTS:

[RFP #2026-004P Contract.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT FOR
Automated Traffic Enforcement System**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Altumint, Inc, hereinafter referred to as the "Consultant" and collectively the "Parties".

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

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Altumint, Inc
ATTN: Jason Norton
Title: Chief Revenue Officer
Street: 4600 Forbes Boulevard, Ste 203
City, State, Zip: Lanham, MD 20706
Phone: 888-332-8528
Email: jason.norton@altumint.com

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

WHEREAS, all terms and conditions of the RFP #2026-004P Automated Traffic Enforcement System and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation/Distribution of Funds.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, the Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with state law, including The Client's statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to The Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than

fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

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

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

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective January 13, 2025, through January 12, 2030, with the option to renew for one-year terms unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (90) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (90) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (90) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (90) days, the Procuring Agency does not, within the thirty (90) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

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

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

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

6. Appropriations.

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

7. Status of Consultant.

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

8. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

9. Amendment.

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

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

10. Merger.

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

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

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

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

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

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

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size

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

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

25. Indemnification.

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

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Consultant Personnel.

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

Jason Norton and Sam Crawley

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

35. Incorporation by Reference and Precedence.

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

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

36. Inspection.

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

37. Inspection of Services.

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

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

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

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

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

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

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

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

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2)

(3) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.

- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

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

- a) Workers Compensation (including accident and disease coverage) at the statutory limit.
- 13 Employers' liability: \$100,000.

- b) Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- c) Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

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

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

SIGNATURES:

Village of Ruidoso:

Consultant:

Lynn D. Crawford, Mayor

Consultant, Title

Date: _____

Date: _____

ATTEST: _____
Jini S. Turri, Village Clerk



REDACTED

Village of Ruidoso, New Mexico

Automated Traffic Enforcement System

RFP# 2026-004P

TECHNICAL PROPOSAL

Date Submitted: November 17, 2025, 3:00 p.m. MST

From: Altumint, Inc.

4600 Forbes Boulevard, Suite 203
Lanham, MD 20706

Submit To: Procurement Manager for Village of Ruidoso, NM

CONFIDENTIAL AND PROPRIETARY INFORMATION. This proposal contains confidential information and data protected by Altumint, Inc. as proprietary trade secrets under applicable laws. The recipient of this proposal agrees not to disclose this proposal to any third party nor to duplicate, use, or disclose this proposal for any purpose other than to evaluate this proposal. To the extent disclosure by the recipient is required by FOIA and/or other applicable laws or regulations, Altumint, Inc. has provided the recipient a redacted version of this proposal, consistent with FOIA Exemption 4, for the purposes of such disclosure(s).

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP #2026-004P Automated Traffic Enforcement System

Offeror Name: Altumint, Inc. **FEIN#** 81-4547024

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Altumint, Inc., 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Jason Norton
 Title Chief Revenue Officer
 E-Mail Address jason.norton@altumint.com
 Telephone Number (888) 332-8528

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Jason Norton
 Title Chief Revenue Officer
 E-Mail Address jason.norton@altumint.com
 Telephone Number (888) 332-8528

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Sam Crawley
 Title Regional Sales Manager
 E-Mail Address sam.crawley@altumint.com
 Telephone Number (804) 475-2771

5. Use of Sub-Consultants (Select one)

☐ No Sub-Consultants will be used in the performance of any resultant contract OR

☒ The following Sub-Consultants will be used in the performance of any resultant contract:

Shannon-Baum Signs, Level One Personnel, Five9, Inc., Nlets, Corporate Communications Group, Municipal Collections of America, and John Goudie Electrical Contractor, Inc.

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

Not applicable

(Attach extra sheets, as needed)

7. ☒ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- ☒ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- ☒ I acknowledge receipt of any and all amendments to this RFP.

Jason Norton
 Authorized Signature
 (Must be signed by the person identified in item #2, above.)

November 11, 2025
 Date

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C. Proposal Summary

The Village of Ruidoso (Village) seeks to strengthen its commitment to public safety through the use of innovative technology. Altumint's speed detection camera systems offer proven solutions to create a safer environment for the Village. Altumint provides a comprehensive program with a no-cost-to-taxpayers guarantee. **In addition to ensuring that this program will always be violator-funded, Altumint has eliminated the financial risks to the Village for this program.**

THE ALTUMINT ADVANTAGE

- Tax dollars will never pay for our technology
- No-penalty contract terms
- Free ALPR camera with every speed camera
- Bernalillo County-chosen vendor
- American-owned and -operated
- Dedicated implementation team
- Dedicated Account Manager
- Robust public information plan

For two decades, Altumint has been a leader in road safety technology. **Altumint is the fastest-growing automated traffic enforcement provider in the USA.** Our customers include 75+ jurisdictions in the US throughout 11 states, including New Mexico. Our extensive experience ensures a smooth and effective implementation of your program.

To provide consistency in programs, we will assign the Account Manager currently working with Bernalillo County to give the Village our unmatched focus on customer service, experience, and support. Your Account Manager will serve as your primary contact throughout the program, from implementation and training to ongoing support. Our construction manager will oversee system installations, supported by a team of local field technicians responsible for maintenance and repair.

Altumint is one of the few **American-owned and operated** companies in the industry, and we believe in owning our responsibility. We design, build, and monitor our full suite of automated road safety camera solutions at our headquarters in the United States. Altumint never sends our violation processing out of the US or even out to a third party. We do not outsource our commitment, responsibility, or service.

We operate with integrity. You won't find Altumint claiming that we are the "first," the "most," or the "best" unless we can prove it. We provide straightforward, upfront pricing. As we partner with you on your safety program, **we will conduct third-party speed studies at no cost.** We have the technology to do it ourselves, but we want you to have access to independent, third-party data to measure and promote the integrity and success of your program.

We do the heavy lifting, including the NMDOT permitting process. Altumint has a dedicated Implementation Team solely focused on plan submittal, permit approval, and compliance. Starting a program in a new state requires an experienced partner who has proven themselves. Altumint was the first speed vendor in both Virginia and Florida, two of the nation's newest programs. We know what it takes to make your Automated Traffic Enforcement program succeed. Our experts lead the effort and handle the bulk of the program's workload. We lead the effort to guide you through site selection, prepare the

NMDOT permit applications, and stand up your Automated Traffic Enforcement program...the City's partnership role is simply to provide input and approvals.

ALPR Offering: Altumint provides unmatched flexibility in its ALPR offering to further support the Village's public safety initiatives. **The Village has the freedom to select the locations and partner for ALPR cameras. Altumint will provide them to complement your current deployments**, ensuring they meet your unique privacy, safety, and operational needs. We can install ALPR cameras wherever they have the greatest impact on public safety, and we are not required to co-locate them with speed enforcement systems. Altumint will install and maintain the ALPR cameras for the duration of the contract, with full support for your chosen location. Unlike some others, Altumint will NEVER have access to your ALPR data.

Altumint offers the industry's most diverse and flexible technology, featuring proprietary LiDAR, RADAR, Mobile, Red Light, Speed, Work Zone, and School Bus Technology. We can – and have – deployed our systems nationwide on fixed poles and trailers. We have powered those systems with solar, electric, and fuel-based technologies. No worries about those distracting flashes when the camera triggers – we use infrared illumination to capture violations in low light.

“Altumint focuses on conducting our program the right way, which mirrors the values of our department.”

— Col. Thomas E. (Tommy) Merricks
Chief of Police / Altavista, VA

“I want to express our sincere appreciation for the partnership we have with Altumint. From our first partnership in Florida in 2023, to several others since, we have valued Altumint's professionalism and dedication to serving our shared customers. flock safety”

WE PROVIDE UNMATCHED PUBLIC AWARENESS CAMPAIGN PLANNING



Community Relations. No company does more to educate the community about a photo enforcement program than Altumint. We believe public awareness is key to success with your stated mission. We can present at community meetings and provide social media content, communications plans and schedules, talking points, FAQs, and digital graphics as part of a robust community-based public education program that is an integral part of our offering.

We believe in a true partnership and have a clear, straightforward pricing schedule that guarantees taxpayers will never be

required to pay for our program, ensuring that the Village receives the largest percentage. Our no-taxpayer-funds guarantee means that Village residents will not bear the financial burden of this technology.

Additionally, we provide a "**No Fee to Terminate Contract**" option—if you are not satisfied with the program, you can walk away with no penalty.

- **First in Florida and Virginia** – experience with newer states and their unique requirements, like New Mexico, providing full turnkey automated enforcement technology
- Robust and flexible technology for deployment, including solar
- ALPR camera at the location of your choice, if desired
- An extensive public relations program to educate and engage the public
- Assigned Account Manager specific to the Village of Ruidoso to ensure program success and local Field Technicians for superior and timely service
- Dedicated implementation team focused on complying with NMDOT regulations
- American-owned and operated. We design, assemble, and maintain our technology; we never outsource our processing to a foreign country or a third party
- Two decades of experience with contracted clients across eleven states
- No taxpayer funds guarantee via cost neutrality and penalty-free contract termination

“It's absolutely working – when you can go from 30,000 to less than 1,000, it's doing what it's supposed to do.”

— Mayor Michael D. Duman
Suffolk, VA

Should the Village have further questions, please contact Sam Crawley, Regional Sales Leader, at Sam.Crawley@Altumint.com or 804-475-2771.



We heard you had the reputation of being true partners that worked together with communities...and you have proven that to be the case every step of the way.

— Division Chief Eric Kellogg
Wheat Ridge Police Department



I have been in this industry for over 20 years and have seen, experienced, and learned quite a bit along the way. At the end of the day, what becomes most important is a true *partner* you can trust. There is a reason we don't bid on New York or Chicago and prefer communities where we can work together on a meaningful safety program. This is

why we have an Implementation Manager, a Construction team, and an Account Manager. It is why we process our own violations. It is why when a violator calls in with a question, they are talking to our team. It is why we design and assemble our own equipment. We want to own our responsibility and the process and be someone our partners can rely on.

Altumint will proudly stand behind this offer for 90 days from the submission date. Jason Norton, Chief Revenue Officer of Altumint, is an authorized agent of the business and has signed this letter and all applicable forms. Altumint acknowledges receipt of Addendum 1.

Sincerely,

Jason Norton

D. Response to Contract Terms and Conditions

Altumint has read and concurs with the Village's Contract Terms and Conditions.

E. Offeror's Additional Terms and Conditions

Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, the Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with state law, including The Client's statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to The Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

Term

This Agreement shall be effective on the Execution Date. The Initial Term of this Agreement shall start on the first day of the month immediately following the first citation of the last speed or red-light camera installed and remain in effect for a period of five (5) years (the "Initial Term") unless otherwise terminated as provided herein. Upon the expiration of the Initial Term, this Agreement may renew for one-year terms unless either the Client or Altumint elects not to renew, in which case the terminating party must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

F. Response to Specifications

Text appearing in grey boxes is verbatim from the proposal as issued by the Village of Ruidoso.

1. Experience, Qualifications, and Approach

The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the respondent must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor.

Altumint does not subcontract any work but does utilize qualified vendors for various aspects of the project. Altumint commits to using services from time to time from the following list of vendors to facilitate participation in our contract.

Vendor	Address	Work to be Performed
Shannon-Baum Signs Contact: Jean Baum	105 Competitive Goals Drive Eldersburg, MD 21784 410.781.4000 http://shannonbaum.com/	Production of Traffic Signs
Level One Personnel Contact: Carrie Schwab	10320 Little Patuxent Parkway Suite 814 Columbia, MD 21044 410.740.3030 http://www.levelonepersonnel.com/	Temporary Help Services
Five9, Inc. Contact: Kyle Sacher	3001 Bishop Drive, Suite 350 San Ramon, CA 94583 925.201.2000 https://www.five9.com/	Call Center Software
Nlets <i>The International Justice and Public Safety Network</i> Contact: Cris Marquardt	1918 Whispering Wind Drive Phoenix, AZ 85085 623.308.3510 https://nlets.org/	Vehicle Registered Owner Lookups
Corporate Communications Group Contact: Michael Marcian	800 Commerce Drive Upper Marlboro, MD 20774 301.499.9200 https://ccgcreates.com/	Printing & Mailing Citations
Municipal Collections of America Contact: Kristen Yoder	3348 Ridge Road Lansing, IL 60438 708.895.8522 https://www.municollect.com/	Collections

John Goudie Electrical Contractor, Inc. Contact: John Goudie	4457 Southern Business Park Drive White Plains, MD 20695 301.609.9450 http://www.goudieelectric.com/	Pole Installation and Electrical Contracting
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This section shall also include:

1. Approximate number of people to be assigned to the project.

Altumint estimates this project will include eight (8) full-time staff members and two (2) part-time team members, all supported by the Altumint Operations team throughout the project.

2. Extent of principle involvement.

Our director-level staff and above will be involved at critical points throughout the program, focusing on helping operationalize the program. For example, our Director of Operations typically is one of the team members who installs the systems. Our Director of Customer Service will help you establish the customer service scripts and the instructions for processors. Our entire team is dedicated to your success, and we offer multiple ways to escalate issues to ensure your program meets your needs.

3. Team qualifications and experience in similar or related projects.

Altumint's team includes many seasoned professionals in the traffic enforcement space. Our staff includes members that have patents relating to speed enforcement, years of experience implementing and maintaining systems, and training and assisting customer service individuals. For additional information, please review the information provided in our response to F.4. below.

4. Names of key members who will be performing the work on this project and their responsibilities.

CURT UEHLEIN president, chief operations officer

Curt Uehlein has spent over 30 years helping organizations work smarter and achieve better results. With a knack for improving processes and building strong, collaborative teams, Curt is focused on ensuring Altumint operates as efficiently and effectively as possible to meet the needs of our clients.

CORY BATTIN chief financial officer, chief administrative officer

Cory is a seasoned finance and operations leader with a proven track record of driving financial excellence, operational efficiency, and strategic growth. With expertise in financial analysis, pricing strategies, client negotiations, and optimizing accounting systems, Cory works to ensure that Altumint delivers exceptional value and service to its clients. His leadership has resulted in improved operational performance, streamlined processes, and enhanced financial strategies that directly benefit client programs. Cory's experience includes strategic business advisory, leading large and diverse Finance teams, and growing multimillion-dollar client relationships. He holds a Master of Accounting and Bachelor of Science degrees in Mathematics, Statistics, and Economics.

RICHARD HARRIS chief technology officer

Richard Harris is a hands-on technology thought leader and executive manager with a strong background in software product development and broad organizational experience, including M&A, open source, and security. With a proven track record of creating development organization efficiency, he has demonstrated expertise in software development, planning, strategy design, and execution. As the former Chief Technology Officer at DRB Systems Inc, a leading provider of turnkey car wash solutions, Mr. Harris led a 150-person engineering organization. During his tenure, he stabilized the product portfolio, doubled new development activity, and brought innovations to market. He also oversaw the \$40M development of a high-availability, cloud-enabled modern platform, supporting changing market needs and addressing the influx of large enterprise customers.

Mr. Harris holds a Bachelor of Science Honors degree in Computer Science from Portsmouth University, UK.

STEVE KAY chief information officer

Mr. Kay has over 16 years of experience in information technology management and software development. As Chief Information Officer since 2012, Mr. Kay designed Altumint's proprietary Vioview violation management and financial tracking web application. He develops, implements, and monitors Altumint's information system policies and controls to ensure data accuracy, security, and regulatory compliance. Mr. Kay also manages the network, system administration, and web application infrastructure. Mr. Kay holds a bachelor's degree in management information systems from the University of Baltimore and an associate degree in computer science from Anne Arundel Community College.

He directs all Vioview development and will be responsible for incorporating Village specifics into the system.

JASON NORTON chief relationship officer

Mr. Norton has worked in the smart mobility and automated enforcement camera industry for over 20 years and is one of the most experienced people in the industry. He has proven account management experience, growing his expertise from regional account manager to senior vice president through his dedication to the success of his customers. Mr. Norton has a demonstrated ability to design and execute efficient solutions to complex issues. His background includes extensive community, political, and communication experience on behalf of corporations, elected officials, and organizations, resulting in strategic relationships and successful outcomes. He will serve as the principal-in-charge of this project.

DAVID MOSTOFI vice president, technology operations

As Altumint's Vice President of Technology Operations, Mr. Mostofi brings 20 years of experience developing automated test, control, data analysis, and software systems for the aerospace and traffic control industries. He holds several U.S. patents, including four specific to traffic monitoring and violations. Mr. Mostofi also facilitates all aspects of operationalizing innovative technologies. He holds a B.A. in Economics from the University of Pittsburgh. He has testified in Maryland, Ohio, and Georgia about the

reliability and accuracy of Altumint's enforcement camera technology. He is responsible for developing, deploying, and maintaining Altumint camera enforcement technology.

KAMAL KNIGHT lead production systems engineer

As Lead Production Systems Engineer, Mr. Knight has more than ten years of technical experience and unique knowledge of Altumint systems. Beginning at Altumint in 2011, Mr. Knight worked his way from Electrical Systems Production Intern to Electrical Engineer before becoming the Lead Production Systems Engineer. As the Lead Production Systems Engineer, Mr. Knight oversees the production and repair of all automated speed, red-light, and school bus stop arm enforcement systems. Mr. Knight holds a bachelor's degree in electrical engineering from the University of Michigan, Ann Arbor. He will be responsible for Altumint's system build team as they build both speed and red-light systems.

RAJENDRA RAMPHAL vice president of operations

As Altumint's Operations Director with more than 12 years of experience, Mr. Rajendra Rampal is responsible for the operation, maintenance, and repair of Altumint's photo speed and red-light systems. Mr. Rampal has direct experience in improving system reliability and productivity, making them simpler to maintain and easier to install. He also provides training and quality assurance guidance to all new technical staff. Mr. Rampal holds a B.S. in Astronautical Engineering from Capitol College and an A.A.S. in Computer Engineering Technology and Electronic Service Technology from Prince George's Community College. He will be responsible for the maintenance, operation, and repair of the photo enforcement systems.

BRAD SCHAFFER vice president of implementation

Brad has dedicated the last 11 years to the public safety industry in both start-up and high-growth companies. He joined Altumint during the acquisition of Rekor (formerly Brekford) in late 2022. Brad provides leadership to continue building our implementation function and supporting our team to accelerate delivery. His technical and administrative experience will augment and streamline our processes. He manages Altumint's implementation managers and will be an escalation point for any implementation issues.

SALEM TRAD director of customer service

Mr. Trad has over eight years of experience in management, customer service, and data processing in the public safety industry. Mr. Trad led the implementation of Altumint's cloud-based customer service solution from Five9, familiarizing him with the system's ins and outs. As Customer Service and Court Processing Manager since 2015, Mr. Trad oversees daily operations and manages all aspects of customer service and court processing teams. He is the escalation point and resolves major customer service and court-related queries. Mr. Trad completed his general education through the Virginia Department of Education. He will be responsible for developing the customer service scripts and teaching Altumint's customer service team the specifics for processing the Village's citations and notices.

CASEY SHEARER implementation manager

Ms. Shearer has been with Altumint since 2011. She uses her attention to detail and Altumint know-how to help her customers succeed. Ms. Shearer has a Bachelor, Business

Administration and Management from Salisbury University. She will oversee all tasks related to deploying photo enforcement camera systems for the Village.

ROCIO LOPEZ implementation manager

Ms. Lopez brings 24 years of experience in project and implementation management with demonstrated leadership, with 18 of those years in Public Safety. She has managed multiple teams across complex projects to completion while delivering on or under time and budget. Ms. Lopez is known for her understanding of projects and timelines, clear communication, and her ability to lead teams from the initial requirements to the completed project. Her experience in Public Safety includes automated speed camera enforcement installations and back-office software, so she will be an immediate asset to the Village's program implementation. She has her Project Management Professional (PMP) certification and is a 6-year member of the Project Management Institute (PMI).

ERIC WEISZ construction manager

Mr. Weisz has over 11 years of experience designing, planning, and installing cameras and other public safety equipment. He has led project planning, budgeting, and implementation, ensuring timely and successful project completion. During installation, Mr. Weisz works with customers to understand their concerns, address issues raised and provide documentation for system configurations to support implementation and permitting activities. He has a bachelor's degree from the University of Wisconsin and has completed a postgraduate program in project management at the University of Massachusetts.

STEPHANIE SANFORD director of account management

Ms. Sanford is an experienced program specialist with a strong background in project management. At her past firms, she was responsible for account management, troubleshooting, budgeting, and scheduling, auditing, and developing new processes. Ms. Sanford also has considerable expertise in working with cross-functional teams and strategic planning. She has a bachelor's degree in business management from Western Governors University. Ms. Sanford will ensure that the Village's program is high-performing and will serve as the initial escalation point for any queries or issues.

5. Resources available to perform the work for the duration of the Project.

In addition to the resources listed in F.4. above, Altumint resources will include customer service representatives and other back-office staff to keep the program running effectively and efficiently for the Village.

6. Respondent's internal procedures and/or policies for work quality, accuracy, and timely customer service.

Our approach starts with two major work streams:

1. Deployment of enforcement systems, including tasks such as site analysis, permitting, system build and testing, and installation (led by our Implementation Manager).
2. Establishment of operation processes, including creating citation templates, building payment processes, and providing the initial training.

Once the initial processes are operational, Altumint transitions from implementation to program management. The Program Manager focuses on the Village's continuing success with the program with activities including:

- Providing training as needed for new employees
- Maintaining the cameras to maximize public safety
- Working with the Village to move cameras as needed
- Providing needed reports and analytics. Altumint recognizes that establishing and tracking key program indicators will be a critical part of the pilot program and includes a workstream dedicated to defining these metrics. A typical reporting cycle includes:
 - Monthly reports of the Automated Enforcement Program
 - Quarterly reports of the Automated Enforcement Program
 - Annual report to include annual analysis of the program and an explanation of program involvements that have been planned and implemented
 - All local, state, and federal reports as specified by law
 - Any other reports and/or documentation requested to further the mission of reducing speeding violations and reducing motor vehicle accidents
- Optimizing administrative processes, such as:
 - Citation review, processing, and mailing
 - Payment processes, including collection processes (if requested)
 - Court packet preparation, testimony (as needed), and processing of court decisions

Throughout our program, we use a combination of technology and personnel to measure and monitor program success. Our cameras, for example, perform self-test daily to ensure they perform as expected. We use reporting and analytics to look at the performance of the customer service and processing teams, both as a whole and as individual team members.

2. Project Understanding and Approach

The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing methods.

Details to be included under this section include:

1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the Village.

Equipment and System Components

Our systems use 4K HD video to monitor up to:
-6 lanes of traffic
-64 vehicles
-Speeds of over 100 MPH

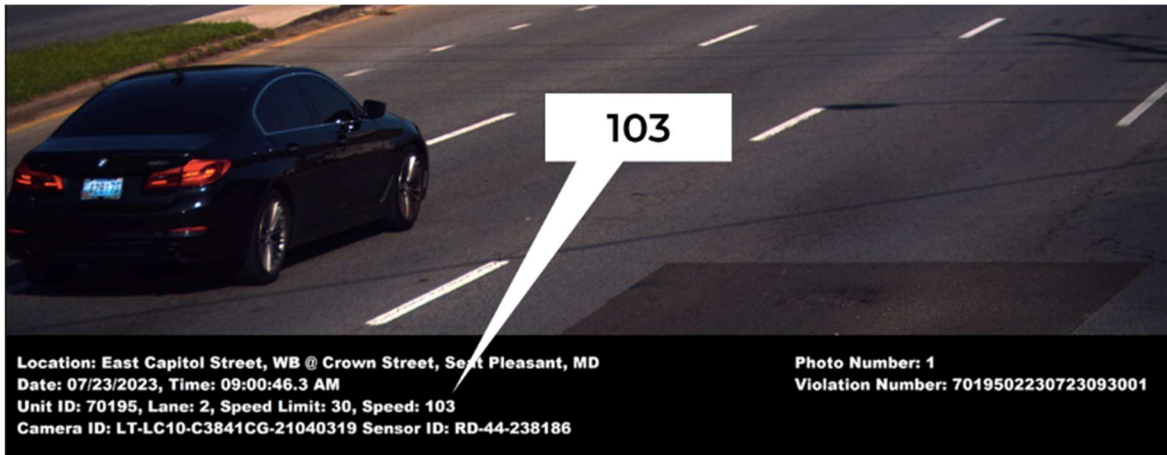
Altumint's Viocam photo speed enforcement system uses a state-of-the-art 4D UHD radar sensor for vehicle speed detection and tracking, integrated with a 4K color video camera with auto aperture for violation capture and powerful InfraRed (IR) illuminators. Unlike white light strobe flashes that can cause driver disorientation or visual distraction, the IR illuminators do not affect the driver's ability to stay safe. The radar sensor has up to a 100-degree FOV and a range of up to 1000 feet, covering up to six lanes of vehicle traffic.

The multi-lane 4D object-tracking sensor provides range, azimuth, elevation angle, and speed vector simultaneously for up to 256 objects (64 vehicles) in both travel directions.

If the vehicle speed is at or above the enforcement limit, the system stores a series of 4K color video frames of the violating vehicle receding from the point of enforcement, enabling multiple frame choices to capture each violation properly. Each violation has an encrypted data bar appended to the image at the moment of capture to ensure no data manipulation can occur so that you can rely on the accuracy of the data.

Built-in speed measurement redundancy is another advantage – with independent receiver antennas, the speed is measured first by the Doppler shift and second by the range progress over time. The two independent, redundant measurements must be equal for the system to report the speed.





All Altumint camera systems use GPS data to synchronize time among the cameras. Our systems are non-invasive: no road surface cutting or disruption to existing detector loops is needed for installation or detection. The systems will record all speed violations with Village-specified minimum speeds.

Viocam photo enforcement systems have three convenient installation platform options:



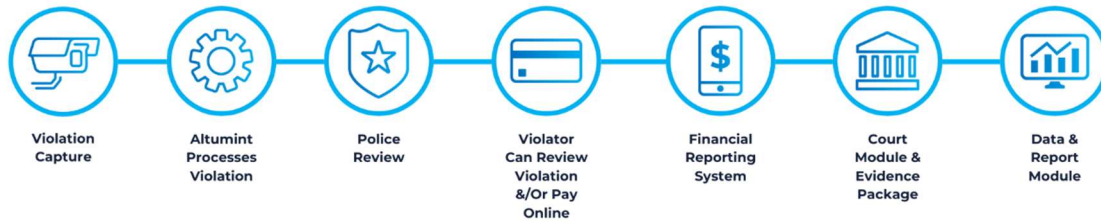
- A fixed location that uses an American Association of State Highway and Transportation Officials (AASHTO) and National Highway Traffic Safety Administration (NHTSA) compliant fixed breakaway Pelco pole installed by Altumint.
- A low profile, aesthetically sleek, powder-coated steel cabinet powered by 120 V-AC or AGM batteries.
- A portable diesel-powered or solar-powered trailer. Both these trailers can be set up in one hour. This portable solution, built from heavy gauge metal, weighs over one ton and is equipped with stabilizer bars to make it vandalism resistant.

Altumint proposes using solar trailers as the mobile option for the

Village when site logistics permit their use. These environmentally friendly trailers operate quietly with no diesel fumes and are an ideal solution for systems that run during limited times. The diesel trailer can run for 10-14 days between refuels.



Facilities and Services



Altumint tracks everything through our proprietary web-based back-end software application, VioView™.

A potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by VioView to the eventual payment or dismissal of the citation.

Altumint uses AI to add speed and accuracy to our violation processing for both red light and speed.

Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).

After that, we perform a DMV lookup and second verification, matching the vehicle type with the photo images to ensure that the citation is associated with the correct car. 48 states and Washington D.C. registered owner lookups are requested through Nlets, the International Justice and Public Safety

Network provider of the National Crime Information Center (NCIC) based in Phoenix, Arizona. Vehicle owner data requests are submitted to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

Over the past ten years, we have achieved an overall registered owner lookup success rate of over 90% due to the quality of our back-office processes. Then, the citation is turned over to the Village to review and approve.

From the time the violation image is taken until the violation has been resolved, VioView makes it easy for the Village to review what's been processed and what is still open. The system has a robust reporting system built in to make it easy for the Village to run all required and ad-hoc reports.

Once the Village approves a citation in VioView, Altumint will execute a citation in accordance with New Mexico Code. This summons will include copies of the images the Viocam system captures. Violators will also be given a unique case number and pin to review the images and citations online. Altumint will work with the Village to design the form these citations will follow.

Upon approval by the Village-designated authority, the violations are issued to the address returned by the Nlets request process. If the vehicle's registered owner informs us, via Affidavit of Transfer of Liability, that someone else was driving the vehicle, we process the transfer of liability request and issue a new citation.

Any subsequent notice is passed through a second step to verify that the original or nominated address is current. The address is checked against the National Change of Address database provided by the United States Postal Service. This allows Altumint to obtain the most recent address for vehicle owners needing to update their registered address. Our vehicle-registered owner information acquisition solution has proven successful and reliable for all our clients' programs.

Altumint's VioView system will track the date of the initial and second citation notices. The second notice date will be noted in the VioView system. Following this notice, Altumint will turn the citation over to the collections agency and provide the necessary documentation.

Altumint will prepare, print, and mail citations for all approved citable offenses by first class mail. All citations are in accordance with the New Mexico Court's requirements and the Village's approved format. Notices are mailed within the time limits specified by law. VioView has a built-in mechanism to automatically ensure that no violations are mailed beyond the time limits specified by law. Altumint will mail warnings instead of citations for each newly installed system during the first month of operation.

All printed citations shall include three (3) digital violation images of a quality acceptable to the Village. The citations include the electronic signature and ID number of the law enforcement officer or the Village's Authorized Representative who approved the citation. One image shows the vehicle's registration plate, which is clearly readable. Printed citations comply with State law and include court-approved language, the date and time of the violation, the location of the violation, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty must be paid. Information regarding payment options, instructions for viewing images online, and a payment coupon are also included.

Altumint will continue to send a second follow-up notice to delinquent violators in the event of non-response after a specified time established by the Village's business rules. VioView contains logic that enables automated tracking of all violation account information, including payments and scheduled hearings, to ensure follow-up notices are properly sent to violators. The second notice will inform the violator that the fine is past due and include all information provided within the first notice.

Altumint offers several options for violators to make payments, including:

- Credit Card payments on Altumint's e-commerce website. Altumint charges a fixed, nominal convenience fee for this payment method. This fee is clearly noted on the website.
- Payments via toll-free telephone number.
- Check or money order mailed to the specified USPS lockbox on the citation.

2. Explain the procedure for determining and repairing equipment malfunctions.

Altumint's resources for maintenance and operations include qualified operations engineers and field technicians authorized and trained to perform such maintenance. Our engineers monitor the units in the field and assign technicians as required. Once a problem is identified, a technician logs in to the unit remotely and – in 90% of cases can

resolve – the issue without going to the site. Operations will immediately deploy a technician or an engineer to the site if necessary. Development engineering resources provide upgrades to the system hardware and software throughout the contract's life.

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting:

- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems.

Our systems have 4G LTE modems and remote login software. Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

Each enforcement system's operational health is checked daily through a self-test. Enforcement systems will not enforce until they pass this internal self-check and operational system verification. This self-test can also be run on-demand and takes approximately ten seconds. The system communicates error messages and records the date and time of a system shutdown in the event of a malfunction.

3. Provide information on the percentage and kinds of errors experienced by the respondent resulting from citation processing services.

- Image Quality: 15%
- DMV Vehicle Data Mismatch (vehicle make does not match): 1%
- False Camer Triggers (no vehicle in the image): 2%
- Vehicle Position (vehicle partially in image): 2%
- Duplicate Event: .5%
- Red-Light Timing Issues: <1%

4. Provide details on how images will be destroyed when citations are dismissed or not issued.

Violation images shall be deleted and destroyed, 45 days following the classification of rejection or dismissal date from the data storage system for all events deemed as captured in error or dismissed. This process is performed monthly by IT support team.

5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.

Altumint processes thousands of photo traffic enforcement violations daily, with citation payments of over \$300 million annually. We field thousands of customer service calls monthly from our cameras across seven states.

6. In accordance with the Village's organizational standards and requirements, any proposed solution must be compliant with the Administrative Instruction IT 10 as shown in Attachment A, specifications related to cloud services and technologies. Vendors are expected to provide documentation or evidence of adherence to the Administrative Instruction IT 10 standard in their proposal submissions.

Availability of Services	Altumint hosts our back-office data processing for automated traffic enforcement violations, in our data center located in Lanham, MD. Altumint has full control of the data processing infrastructure and provides 24/7 support for providing availability of its services.
Scalability	Altumint has the capacity to expand resources as needed. Scalable data volume management allows for growing data storage requirements. Altumint makes use of VMware virtualization to allow additional servers as needed to fulfill capacity and load requirements.
Data Classification Requirements	Altumint has partnered with Nlets for the retrieval of vehicle owner data, which requires tri-annual audits to validate that CJIS compliance is maintained, for both physical and logical data access security.
Ownership of Data	Altumint has partnered with Nlets for the retrieval of vehicle owner data, which requires Tri-annual audits to validate that CJIS compliance is maintained, for both physical and logical data access security.
Disposition of Data	All client data collected and hosted on Altumint's data system will be transferred to the client at the termination of the contract. Database data will be exported in a generally accepted SQL database structure. All image files and citation pdf files will be distributed on encrypted media, within a mutually agreed upon timeline between Altumint and the client.
Data Breaches	Altumint takes IT security seriously and applies the necessary layers of defense to prevent cyber-attacks and breaches. Altumint has never incurred a breach to date. Altumint maintains policies and procedures to handle a breach of one were to occur.
Location of Data	All data Altumint captures and uses is stored in our US-based headquarters and backed up in our US-based disaster recovery facilities.
Infrastructure/Security	Altumint is currently in the process of pursuing SOC II certification and thus does not have any reports available. Altumint does go through FBI CJIS audits to ensure the IT infrastructure meets or exceeds CJIS requirements. Altumint maintains up-to-date industry standard network security firewall appliances and continually maintains software versions for said equipment to the latest versions. All servers employ end point protection to detect and prevent unauthorized data access. All servers go through monthly maintenance to apply the latest security updates and patches.

Disaster Recovery/Business Continuity	Altumint maintains a disaster recovery site in Phoenix, Arizona, geographically separated from our primary data center in Lanham, MD. In the event of a disaster, which prevents services being available in the primary data center, all data processing will be shifted to the disaster recovery site. Data is replicated daily, to maintain copies at the remote data center. All updates to the back-office web application software is replicated as well. The anticipated time to recover to the disaster recovery site is 48-72 hours, with violation processing beginning as early as 30 hours from notification to switch over.
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3. Financials – Years 2023 and 2024

One (1) copy of the Offeror's 2023 and 2024 audited Balance and Income Statements (Statement) shall be uploaded into the Bonfire portal separately and titled "FINANCIAL STATEMENTS". If an audited financial statement is not available, Offeror shall provide its most recent accountant compiled Balance and Income Statements.

As the RFP is required to be submitted in hard copy format, Altumint has included its financial statements within this response rather than uploading them to a Bonfire portal.

Altumint has provided the requested financial information for years 2023 and 2024 on the following pages.

CONFIDENTIAL FINANCIAL INFORMATION NOT FOR PUBLIC DISCLOSURE

The financial statements contained in this document are proprietary and confidential business information of Altumint, Inc. This information is provided solely for evaluation of our proposal and contains sensitive financial data that could cause competitive harm if publicly disclosed. Altumint requests that the Village withhold these financial statements from public disclosure or release under any public records requests.

All pages of this financial submission are marked "CONFIDENTIAL" and are not for public disclosure.

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

NONE

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Jason Norton

Signature

November 11, 2025

Date

Chief Revenue Officer
Title (Position)

APPENDIX F – DEBARMENT CERTIFICATION

RFP #2026-004P Automated Traffic Enforcement System

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

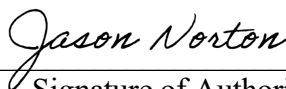
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jason Norton, Chief Revenue Officer, Altumint, Inc.

Typed Name & Title of Authorized Representative

November 11, 2025

Date



Signature of Authorized Representative

Regarding #4. over the 20+ years in business, some contracts have ended but not for cause or default

APPENDIX G – NON-COLLUSION AFFIDAVIT**RFP #2026-004P Automated Traffic Enforcement System**

STATE OF Maryland)
)
 COUNTY OF Prince George's) SS

Jason Norton, being first duly sworn, deposes and says:

That he/she is Chief Revenue Officer of Altumint, Inc.
 who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statements of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

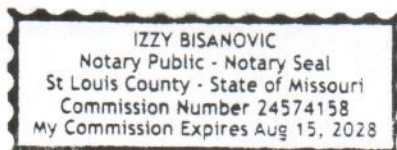
That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Jason Norton

SUBSCRIBED and sworn to before me this 17th day of November 2025.



Notary Public: Izzy Bisanovic

My commission expires: 08/15/2028

7. New Mexico Preferences (If Applicable)

Not applicable. Altumint, Inc. is a Maryland corporation.

G. Other Supporting Material (If Applicable)

Responses to IV. Specifications

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

Offeror(s) must make a positive statement such as meets requirements and may provide written documentation to demonstrate responsiveness in meeting items A-M below:

A. Equipment Requirements

The equipment proposed must satisfy the following minimum criteria.

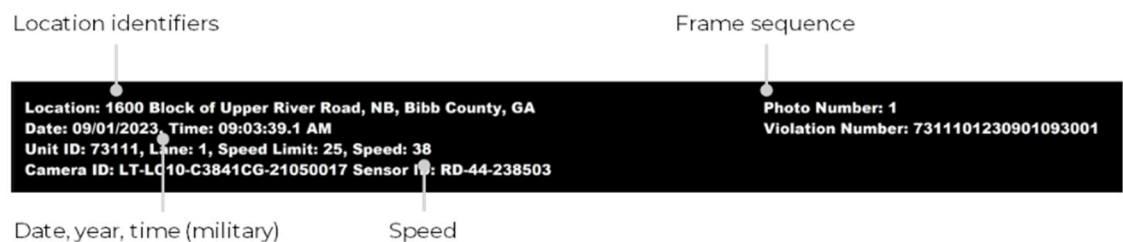
1. The Village of Ruidoso is seeking to initially acquire approximately two to three (2-3) cameras, comprised of fixed and mobile cameras.

Altumint offers both fixed (pole-mounted) and mobile (trailer-based or vehicle-based) options.

2. Identifying Information: Imprint the following information on each image without obstructing the images of the vehicle or license plate:

- i. Date, time, and year of the violation.
- ii. Time of the violation in military time of hours, minutes, and seconds.
- iii. The frame sequence.
- iv. Location identifiers - name of closest intersection and/or streets or other appropriate identifiers.
- v. The speed of the vehicle at the time of the violation.

Altumint imprints all of this information in a data bar on the violation image, as shown below.



3. Be capable of providing an image visible to the naked eye of the license plate of the vehicle. The image may be digitized for retrieval and archiving purposes; however, the original images must be maintained until such time as the case has been completely adjudicated.

Altumint's solutions can provide an image visible to the naked eye of the license plate of the vehicle, which is digitized for retrieval and archiving purposes and maintained until the case has been completely adjudicated. A sample image is provided on the next page, but for the purposes of a public RFP, the personally identifiable information (PII) has been blacked out in part.



4. Be able to automatically detect a vehicle that is violating a set speed or ten miles per hour over the speed limit or equal to or greater than five miles per hour over the posted speed limit within a school, construction, or safety zone.

Altumint's solutions meet this requirement. our systems gather the speeds of all vehicles and then filter the results based on Village requirements to capture images of those violating a set speed.

5. Include camera enclosures that are tamper-proof.

Altumint's polycarbonate enclosures are designed to be tamper-proof. The covers are exceptionally difficult to break, and the associated hardware is also tamper-proof.

6. Proposals shall describe in detail the maximum coverage area of the camera, how many lanes, etc.

Altumint's Viocam photo speed enforcement system uses a state-of-the-art 4D UHD radar sensor for vehicle speed detection and tracking, integrated with a 4K color video camera with auto aperture for violation capture and powerful InfraRed (IR) illuminators. Unlike white light strobe flashes that can cause driver distraction or visual disorientation, the IR illuminators do not affect the driver's ability to stay safe.

The radar sensor has a field of view up to 100-degrees and a range of up to 1,000 feet, covering up to six lanes of traffic. The multi-lane 4D object tracking sensor provides range, azimuth, elevation angle, and speed vector simultaneously for up to 256 objects (64 vehicles) in both travel directions.

7. All equipment supplied pursuant to this RFP shall be certified new and current and manufacturer certified to be in good working condition and capable of all warranties.

Altumint's solution meets this requirement. We manufacture, operate, and maintain our equipment in our Maryland headquarters.

8. The proposal shall identify operational standards for the system offered, including downtime for the camera, percentage of images that cannot be processed, and other operational characteristics that may have an impact on the effectiveness of the system.

Altumint's Operations Team strives for a greater than 98% up time in our enforcement systems. We use an automated monitoring system that reports critical system status information and camera image quality to a central reporting location, ALMOND. If ALMOND detects that any of these critical operational statuses are out of specification, the system sends an email and text message to the individual field services technician (as well as to the field service manager) alerting them to a problem. The technician can remotely log into the system to work on the issue immediately. If they cannot fix the issue remotely, we dispatch the field service technicians to the enforcement system to restore the system to operational status within four (4) hours.

Our experience has been that about 5% of vehicle images will have to be rejected for uncontrollable reasons (e.g., no license plate or no valid owner information for that license plate). To mitigate the effects of sun glare on the plate or a dark plate from the sun from the front of the vehicle, we use "bracketing." In other words, we modulate the shutter speed two stops higher or lower (depending on the level of light on the plate). Bracketing lets us properly capture both the vehicle and the vehicle's registration plate. Our image quality controls help limit the number of controllable rejections to below 10%.

9. The Village of Ruidoso requires the option to purchase and install additional cameras at a fixed price.

Altumint is pleased to offer the ability to purchase and install additional cameras at a fixed price to the Village.

10. The equipment supplied must be of new manufacture (not used or demo units) and best quality and installed in accordance with approved recommendations of the manufacturer thereof and must conform to the equipment specifications listed in this RFP.

Altumint manufactures the solutions in our Maryland headquarters and will provide newly manufactured and best quality equipment to the Village.

11. The respondents must provide and install all equipment necessary to meet the requirements of this RFP.

Altumint agrees to provide and install all equipment necessary to meet the requirements.

12. The equipment must meet all applicable State, Local and Federal standards and specifications and be of a type approved for this use.

Altumint's equipment meets all applicable State, Local, and Federal standards and specifications and is approved for traffic photo enforcement.

13. The equipment must be capable of executing its functions so that it performs according to and fulfills the requirements of Village of Ruidoso.

Altumint verifies that the equipment is capable of executing the required functions and will perform according to and fulfills the requirements of the Village.

B. Technology Requirements

1. The respondent must propose and supply a product line that, to the best of its knowledge, is not obsolete or nearly obsolete.

As the manufacturer of the photo enforcement solution, Altumint will not supply a solution to the Village that is obsolete or nearly obsolete.

2. Provide clear and readable images twenty-four (24) hours a day in any type of weather conditions, including, but not limited to, bright sunlight, darkness, wind, rain, or snow.

Provide images that clearly show:

- i. The scene of location where the violation occurred.
- ii. The vehicle in violation identified by color, make, and model of vehicle.
- iii. The license plate of the vehicle includes license plate numbers and letters and state of issuance.

Altumint's Viocam provides images that are clear and readable 24 hours a day in any type of weather conditions. Sample images are provided below.

Daytime Images



Inclement Weather Images



Nighttime Images



3. Should equipment or technological upgrades become available during the course of the project, the vendor must offer the Village of Ruidoso the opportunity to upgrade their equipment at no charge.

Altumint will provide equipment and/or technological upgrades through the course of the project to the Village at no additional cost.

4. Only equipment or production models that have been satisfactorily demonstrated to the Village of Ruidoso, or that have a demonstrated record of successful deployment by other law enforcement agencies, in similar-sized counties will be used. The Village of Ruidoso should not be either the smallest or largest customer of the vendor. The vendor must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of this RFP.

Altumint agrees to provide equipment that has been satisfactorily demonstrated to the Village or has a demonstrated record of successful deployment. Altumint's Viocam solution is used in 11 states and has a record of successful deployment in similar-sized counties. Altumint verifies that the Village would not be our smallest or largest customer.

Successful Deployments

WHEAT RIDGE, COLORADO

Chief Eric Kellogg | (303) 235-2931 | ekellogg@ci.wheatridge.co.us

Altumint began enforcement in early June 2025 for Wheat Ridge, using two fixed camera systems, two mobile camera systems, and one handheld camera.

BERNALILLO COUNTY, NEW MEXICO

Antonio E. Jaramillo, P.E. | (505) 401-3330 | aejaramillo@bernco.gov

Altumint partnered with Bernalillo County in March 2024. The program includes 18 installed cameras (both fixed and mobile [trailer] setups), and we are in negotiations for red-light enforcement and additional speed systems.

CITY OF COLLEGE PARK, MARYLAND

Jatinder Khokhar | (240) 487-5371 | jkhokhar@collegeparkmd.gov

This contract, started in July 2010, is for 10 speed enforcement cameras. College Park has recently extended its contract with Altumint for an additional five years.

EUSTIS POLICE DEPARTMENT, FLORIDA

Janel Fair | (352) 483-5400 | jfair@eustis.gov

This was the first school zone speed program in the state of Florida. The contract, started in July 2023, is for seven school zone speed cameras.

PETERSBURG POLICE DEPARTMENT, VIRGINIA

Captain Larry Mann | (804) 732-4222 | lmann@petersburg-va.org

This program for four school zone speed cameras started in June 2023.

5. The equipment must be capable of detecting and displaying in a digital readout manner the speed of target vehicles.

Altumint's equipment can detect and display a digital readout of the speed of target vehicles.

6. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accurate tolerance of plus or minus one mile per hour (+/- 1 mph) of the actual speed of target vehicles.

Altumint's solution provides readouts in miles per hour and is capable of recording speeds within an accuracy tolerance of +/- 1 mph of the actual speed of the target vehicle.

7. Cameras must be capable of high-speed image capture on multi-lane streets (a minimum of four lanes of traffic) and be capable of capturing high-resolution images of offending vehicles.

Altumint's Viocam solution is capable of high-speed image capture on a multi-lane street (up to six lanes of traffic) and is capable of capturing high-resolution (4K) images of offending vehicles.

8. Speed and ease of processing - the system must be able to load images in a timely manner (less than one minute) for approval by law enforcement personnel.

Altumint verifies the system can load images in a timely manner for approval by law enforcement personnel.

9. Provide the Village of Ruidoso with the ability to easily enter, access, search, and sort the violator database by various parameters Including, but not limited to:

- i. Date of violation
- ii. A unique violation incident number
- iii. Time of violation
- iv. Location of violation
- v. Vehicle registration plate information
- vi. Vehicle registration plate issuing state
- vii. Registered owner of vehicle
- viii. Date of notice
- ix. Adjudication status
- x. Hearing date and time

Altumint's VioView solution allows the Village to enter, access, search, and sort the violator database by the parameters provided.

10. Provide a vehicle owner with the option of identifying the driver of the vehicle and the time of the violation through a notarized Owner's Affidavit. The Contractor shall perform all associated tasks at no additional cost to the Village of Ruidoso.

Altumint provides a vehicle owner with the option of identifying the driver of the vehicle and the time of the violation where allowed by law.

C. Installation of Enforcement Cameras

1. All installations shall be in accordance with all current professional standards as set forth by the Village of Ruidoso Public Works Department and the State of New Mexico Department of Transportation.

Altumint agrees to install in accordance with all current professional standards as set forth by the Village's Public Works Department and the State of New Mexico's Department of Transportation.

2. The Contractor shall work in conjunction with Village of Ruidoso Public Works Department, in all matters related to Village of Ruidoso signal connections.

Altumint agrees to work in conjunction with the Village's Public Works Department in all matters related to the Village's signal connections.

3. The Contractor shall ensure that a traffic control plan is submitted to the Village of Ruidoso or any other applicable entity for review and approval prior to any work being performed in the roadway by either the Contractor or Its Subcontractor.

Altumint agrees to ensure that a traffic control plan is submitted to the Village and any other applicable entity for review prior to any work being performed in the roadway.

4. The Contractor's is required to obtain all required work permits and comply with all requirements set forth in it.

Altumint agrees to obtain all required work permits and to comply with all requirements set forth in the permits.

5. The Contractor's installation processes shall conform to local, state, and federal requirements and guidelines and be approved by the Village of Ruidoso Public Works Department.

Altumint's installation process will conform to local, state, and federal requirements and guidelines, and will be approved by the Village's Public Works Department.

6. The Contractor's system shall provide a convenient means of disconnecting the power for the Automated Traffic Enforcement System.

Altumint agrees to provide a convenient means of disconnecting power.

7. The Village of Ruidoso's contract administrator shall retain the right to disconnect the Contractor's system when, in the opinion of the Village of Ruidoso, it is the best Interest of the Village of Ruidoso to do so for purposes of maintenance, repair, troubleshooting, or other reasons related to the proper operation.

Altumint agrees to provide the Village's contract administrator with the right to disconnect the system when the Village deems it is in its best interest to do so.

8. Installation shall be accomplished at night and in a manner to minimize the disruption to traffic flow.

Altumint agrees to install the solution at night and minimize the disruption to traffic flow.

9. The Contractor shall provide a mobile unit(s) that can easily be relocated from location to location. Retrieval of information from the mobile unit shall be uploaded to a secure website to be reviewed and approved in the same manner as the static locations.

Altumint agrees to provide mobile unit(s) that can be relocated easily from location to location. Information from the mobile unit(s) will be uploaded to a secure website to be reviewed and approved in the same manner as the fixed locations.

10. The Contractor shall provide and install all signage which will alert drivers to the presence of the Automated Speed Enforcement System. Installation shall conform to local, state, and federal requirements and guidelines and be approved by the Village of Ruidoso Public Works Department.

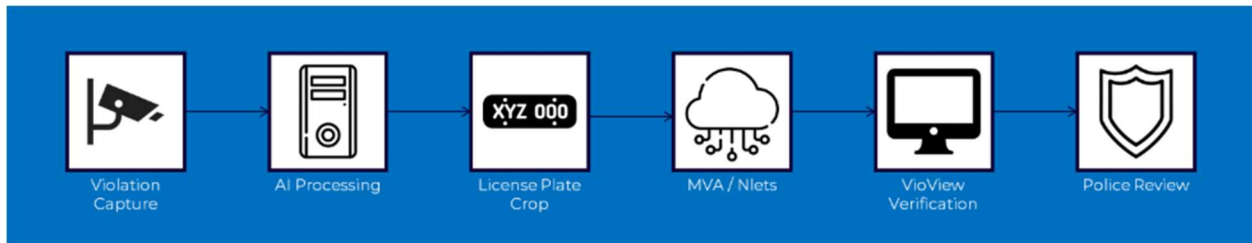
Altumint agrees to provide and install all signage to alert drives to the presence of the automated speed enforcement system. Such signage will conform to local, state, and federal requirements and guidelines, and will be approved by the Village's Public Works Department.

11. Subcontractors used under this section must be reputable, licensed, bonded, and efficient providers of service.

Altumint agrees that any subcontractors used will be reputable, licensed, bonded, and efficient providers of service.

D. Vehicle Information

Describe method of obtaining vehicle registration Information for U.S., Canada, and Mexico. List the turnaround time for retrieval of In-state and out-of-state vehicle registration. Provide documentation to substantiate.



Once a violation is captured, our proprietary AI identifies the license plate and creates a “cropped” license plate picture. Our processors then verify the plate information.

After that, we perform a DMV lookup and second verification, matching the vehicle type with the photo images to ensure that the citation is associated with the correct car. 48 states and Washington D.C. registered owner lookups are requested through Nlets, the International Justice and Public Safety Network provider of the National Crime Information Center (NCIC) based in Phoenix, Arizona. Altumint uses our customer’s Originating Agency Identifier (ORI) to submit vehicle owner data requests to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

For vehicles from Canada and Mexico, we will be glad to comply with the acquisition of violating vehicle registered owners’ information from these countries when the Village’s ORI is authorized for such access.

Each potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by our web-based system VioView™ to the eventual payment or

dismissal of the citation. Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).

E. Warranty and Maintenance

The vendor must warrant and maintain all equipment provided to the Village of Ruidoso throughout the duration of the contract. Include a complete discussion of the warranty for all equipment in the proposal.

Since we manufacture, operate, and maintain our own equipment, Altumint also services and warrants our equipment. Altumint guarantees that total replacement of any destroyed or unrepairable camera will occur within three business days of being notified by the Village. Guaranteed repair of any inoperable camera will occur within two business days of being notified by the Village.

F. Delivery

The vendor must deliver all equipment to the Village of Ruidoso. The location of the shipment will be determined by the Village of Ruidoso. No freight or shipping charges will be allowed.

Altumint agrees to deliver all equipment to a location determined by the Village, without freight or shipping charges.

G. System Maintenance

1. The contractor must provide maintenance on the photo enforcement unit and related equipment, such as but not limited to, the camera, video, sensors, and computer, during the duration of the contract.

Altumint's resources for maintenance and operations include qualified operations engineers and field technicians authorized and trained to perform such maintenance. Our engineers monitor the units in the field and assign technicians as required. Once a problem is identified, a technician logs in to the unit remotely and – in 90% of cases can resolve – the issue without going to the site. Operations will immediately deploy a technician or an engineer to the site if necessary. Development engineering resources provide upgrades to the system hardware and software throughout the contract's life.

Our systems are all designed and built in-house at our headquarters, helping us innovate quickly and respond rapidly to maintenance and repair requests.

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting for:

- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems.

Our systems have 4G LTE modems and remote login software. Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

Each enforcement system's operational health is checked daily through a self-test. Enforcement systems will not enforce until they pass this internal self-check and operational system verification. This self-test can also be run on-demand and takes approximately ten seconds. The system communicates error messages and records the date and time of a system shutdown in the event of a malfunction.

2. The contractor must provide local service and support response times along with an emergency response policy and the Vendor must provide backup equipment so that no operational downtime is experienced. If repairs and replacement parts need to be provided by the vendor, a substitute photo enforcement unit with comparable functioning equipment must be provided at no charge to the Village of Ruidoso to prevent downtime. Any downtime in enforcement due to repairs, maintenance, and/or accidents (if on a monthly lease agreement) will result in a reduction in the monthly payment to the contractor prorated to the average number of citations issued per day during the highest citation volume month of the current year.

Since we manufacture, operate, and maintain our own equipment, Altumint also services and warrants our equipment. Altumint guarantees that total replacement of any destroyed or unrepairable camera will occur within three business days of being notified by the Village. Guaranteed repair of any inoperable camera will occur within two business days of being notified by the Village.

3. In order to achieve reasonable reliability and availability, the contractor must provide a preventative maintenance program. Maintenance should occur at scheduled intervals. Maintenance should include the running of diagnostics to ensure the early identification of any component failure.

Our pre-emptive maintenance, repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems. A defective camera will be repaired or re-installed within twenty-four (24) hours of non-operation. Altumint will notify the Village of any camera or equipment malfunctions within one hour of discovering the malfunction.

Maintenance tasks include:

- Daily
 - Camera & sensors checked remotely to verify nominal operation
- Monthly
 - Camera and sensor windows are cleaned
 - Replace IR flash/illumination unit if needed

- Inspect mounting points
- Wipe down the unit to remove dirt/grime
- Annually
 - Replace speed sensors with freshly calibrated units verified by a third party

Altumint will maintain daily equipment maintenance logs, including camera location, preventative maintenance, and calibration. Each month, Altumint will provide the Village with a report to include all maintenance performed, all system errors identified (with the corrective actions taken), and a total of nonoperational time for each site. Altumint will perform work in compliance with all state requirements necessary to ensure the safety of all personnel involved with photo enforcement.

Altumint understands that all information, data, and images captured from systems deployed under this contract are the property of the Village and may not be used by Altumint outside of the scope of services defined herein without express written permission of the Village.

4. The vendor must provide a mechanism and procedure for backing up all data files.

Our data is protected through daily backups to our outside storage environments at Racktop Systems and internal database replication.

5. The vendor must provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

Altumint maintains a secure chain of evidence for all images, videos, and event data.

The security of Altumint's IT infrastructure is regulated and verified through annual audits by Altumint's provider for out-of-state registration tag lookups, the National Law Enforcement Telecommunications Service (Nlets). Altumint has been a Nlets strategic partner since 2010. Our most recent transactional history audit was completed in 2022.

Altumint and Nlets understand that successful IT security starts with the system's users. Altumint (through Nlets) verifies the identity and state of residency and checks the national fingerprint-based record as a prerequisite for employing all personnel who maintain, have physical access to, or are responsible for configuring computer systems and network devices within the Altumint IT infrastructure.

Altumint's IT resources are kept in a secure facility. Access control devices protect this facility during both working and non-working hours. Only authorized personnel are granted access to this physically secure location, and their access is logged. Altumint also ensures that all physical media, including printouts, are properly destroyed when no longer usable. All Altumint IT systems employ virus and malware protection software to detect and eliminate viruses on computer workstations, laptops, and servers. This virus protection software is enabled on workstations and servers at start-up and performs real-time scanning of files when accessed. Routine full-system scans are performed to find and quarantine any contaminated files at rest. Virus signatures are updated daily.

At Altumint, we employ a stringent multi-factor authentication (MFA) protocol to provide secure electronic access to Altumint's IT systems. This includes Village VioView users, who have remote real-time violation account capability to download violation images and suspend activity on accounts. In addition to possessing a unique user ID, the potential

user must type in his or her password (of the proper strength) and then input a unique four-digit number emailed to their user ID before being provided with access. The system automatically locks the account if three (3) consecutive incorrect passwords are entered, automatically logs out after forty-five (45) minutes of inactivity and requires that passwords be changed every ninety (90) days.

Altumint's network is protected by a National Information Assurance Partnership (NIAP)-validated firewall with a conformance claim of EAL4 to prevent unauthorized access to Altumint's data and all network components and includes all forms of access, such as wireless, off-site, Internet, and others. Additionally, all web-based Altumint services are accessed through the "https" (HTTP over SSL with up to 256-bit encryption for supporting browsers) protocol. Events captured by automated enforcement systems are continuously transferred to Altumint's server through secure 4G LTE modems for review and processing.

In addition to compliance with Nlets audits, Altumint conducts internal security audits for operational systems periodically and maintains an audit trail capable of monitoring transaction types, successful and unsuccessful log-on attempts, file access, and password changes. All audit trail files are protected to prevent unauthorized changes or destruction.

Altumint's data security protocols provide our clients with the confidence they require to ensure that Altumint will be a trustworthy steward of their programs.

H. Training Requirements

1. The vendor must provide training for photo enforcement operators and other relevant staff, including, but not limited to, staff from the Operations and Maintenance Traffic section, Sheriff's Office and Finance Departments, and the Village of Ruidoso's IT contractor. The vendor must provide technical instructions on equipment use and operation. Such training must be an appropriate blend of classroom instruction and "hands-on" practical training with the equipment to be used. Course content must include the theory of the device, the technical knowledge required for court purposes, imagery principles, and actual deployment techniques. Subsequent training must be provided for new staff that join the team.

Altumint agrees to provide training to all relevant staff. Each client account has a program manager assigned, and providing introductory and ongoing training is part of their responsibilities to the Village.

2. The vendor must supply all technical training materials and handouts in sufficient quantities to cover the training of identified people.

Altumint agrees to supply all technical training materials and handouts in quantities sufficient to cover the training of all identified personnel.

3. The vendor must provide the Village of Ruidoso with the license to duplicate training materials if necessary.

Altumint agrees to provide the Village with a license to duplicate training materials.

4. The vendor must provide the training at a Village of Ruidoso facility.

Altumint agrees to provide trainings at a Village facility.

5. Automated Traffic Enforcement Camera Systems training shall include initial training by the Contractor at the start of the Contract, and the Contractor shall provide on-going training for the duration of the Contract as requested by the Village of Ruidoso.

Altumint agrees to provide initial training at the start of the contract and ongoing training throughout the duration of the contract as requested by the Village.

I. Documents and Manuals

The vendor must provide the Village of Ruidoso with all relevant specifications, manuals, and materials relating to the capabilities and operation of the equipment.

Altumint will ensure the Village has all relevant specifications, manuals, and materials as they relate to the capabilities and operation of the equipment.

J. Statistical Analysis and Reports

1. The system must incorporate a software application capable of computing and analyzing time, date, speed, number of vehicles, weather, and other data required for automated citation generation and traffic analysis.

Our enforcement software application incorporates sensors, devices, and components to provide accurate automated speed detection and enforcement in all weather conditions. Our traffic sensor provides time-stamped, lane-specific speed readings for every vehicle passing through the enforcement system's detection area. The traffic sensor can also report environmental conditions such as rain or snow in addition to the speed data. To ensure proper operation of the speed enforcement system platform, we utilize environmental sensors to provide data to the imaging device to produce quality images regardless of the time of day, light conditions, or weather conditions.

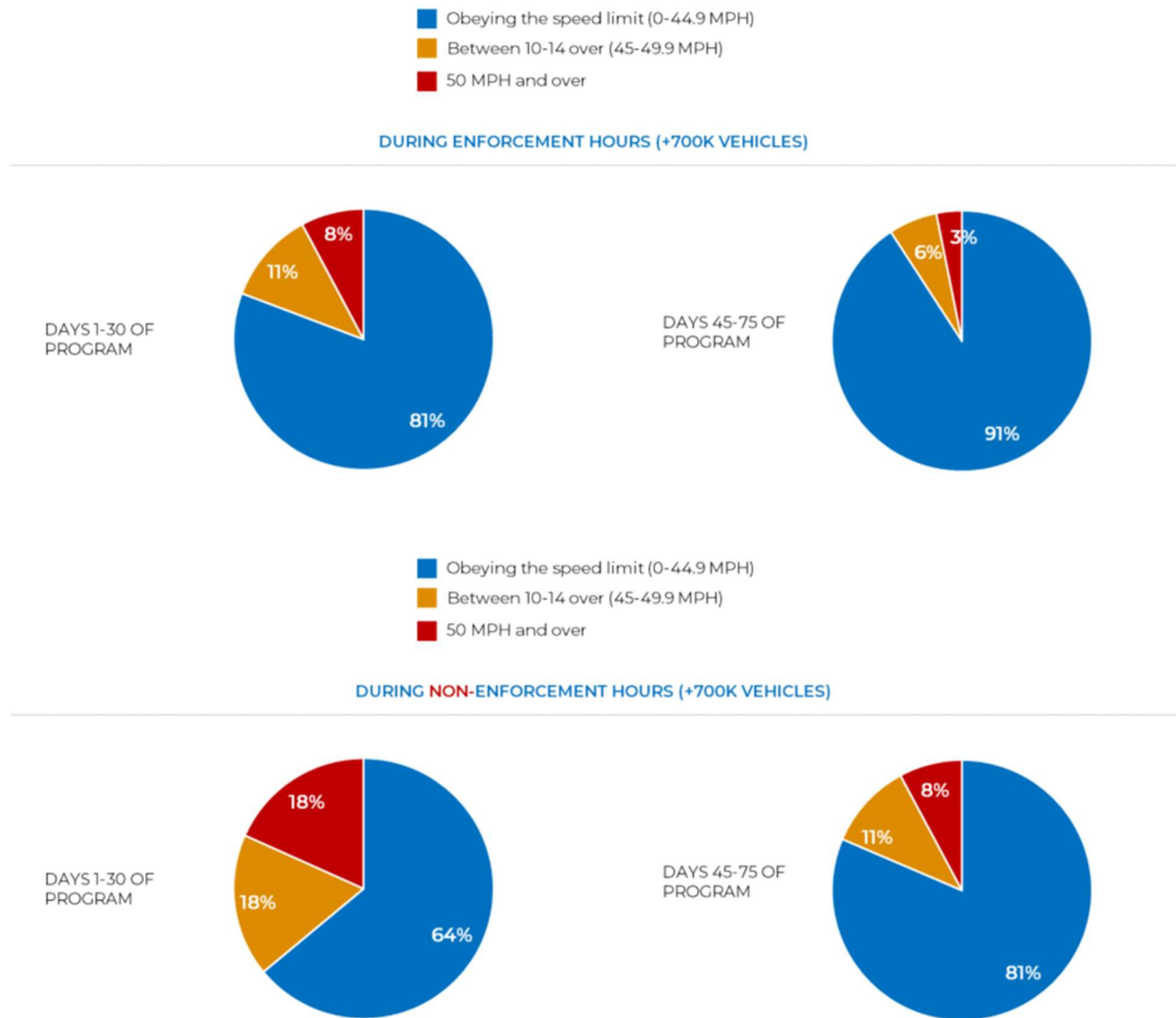
One of the primary responsibilities of Altumint's program managers is to develop reporting using the data described above. For example, one of our clients who had a work zone camera program in place for 2.5 months wanted to know if the program was having a positive impact on speed.

We will work with to determine how to use data like this to support your initiative.

Altumint's program manager requested the data for both the first thirty and last thirty days of the program to use to compare:

	A	B	C	D	E	F	G	H	I	J	K
			Total Number of Vehicles, Combined Sites	Number of Vehicles 0-34.99 MPH	% of Vehicles 0-34.99 MPH	Number of Vehicles 35-44.99 MPH	% of vehicles 35-44.99 MPH	Number of Vehicles 45+ MPH	% of vehicles 45+ MPH	Mean Speed	85th Percentile
1	Date	Enforcement									
2	First 30 days	No	468871	75040	16.00%	281167	59.97%	112664	24.03%	40.97	47.42
3	Last 30 days	No	498776	127242	25.51%	294387	59.02%	77147	15.47%	38.88	45.18
4	First 30 days	Yes	443797	165967	37.40%	230169	51.86%	47661	10.74%	35.83	43.62
5	Last 30 days	Yes	440510	185272	42.06%	221272	50.23%	33966	7.71%	35.99	42.16

Then, the data is charted to present it to the government agency running the work zone speed program:



The results show that both within and outside of enforcement hours, the number of vehicles going at or below the speed limit has increased, and the number of vehicles going 10MPH or greater above the speed limit has decreased. These results indicate that the program is already impacting driver speed.

Our work plan includes a reporting workstream to focus specifically on the Village's data and reporting needs. Working together, we can help you define and gather the data needed for program effectiveness. As part of this effort, Altumint can provide the raw data if the Village prefers to do the analysis themselves or define the reports and then provide them on a scheduled basis (such as monthly or quarterly).

2. The vendor must provide the Village of Ruidoso with a monthly report within ten (10) days following the end of the month.

Altumint agrees to provide the Village with a monthly report within ten (10) days following the end of the month.

3. The monthly report must include the following:

- i. The total number of citations issued, dates, and amounts of the citations.
- ii. The total number of outstanding citations.
- iii. The total number of images and percentage of total vehicles whose image was taken.
- iv. The total number and percentage of violations delineated by speed and location.

Altumint's monthly report will include all Village requested data.

4. Reports must be available in CSV, XLSX, and PDF file types.

Altumint agrees to provide reports in the listed file types.

5. The vendor must provide the Village of Ruidoso with the ability to research and generate custom reports.

Altumint can provide a wide range of monthly reports to the Village, including:

- Operator reports with corresponding authorized user logins
- Payment reports detail payment types, locations, and receipt information
- Total volume reports showing totals for all categories of processing, including pending
- Rejection report containing each rejected camera event, rejection reason and person rejecting the event
- Payment reconciliation reports showing received payments, underpayments, and partial payments
- Over-payment report showing refund amounts due
- Out-of-state report by plate number, date of violation, name of violator, the total amount due, and citation number
- Jurisdiction breakdown report by state registration, both number and percentage
- Fleet report detailing ticketed government and private fleet vehicle
- Aging receivables report
- Multi-offenders report by registration, name, dollar amount owed, and dates of violation
- Offender Suspension Candidate report reflecting those offenders owing at least \$1,000 in outstanding fines and late fees
- Record keeping and tracking for all citations from issuance through final disposition for monthly, quarterly, and yearly standardized reports
- Camera performance
- Adjudication statistics
- Accounts receivable
- Personnel performance
- Financial reports
- Registration plate flagging
- Flag releases
- Suspension and suspension removal notices to MVA
- Daily reconciliation report of the number of citations the Village authorized and/or approved
- Average violations for each camera location
- Overall increases or decreases in violations

- Monthly statistical report for each camera site
- Number of events
- Vehicle passes
- Violations issued
- Violations rejected/reason why
- Camera site performance and efficiency
- Time of violation (hour/day/month)

Evaluation that includes statistical information, including

- Number of events transferred
- Percentages reflecting events approved
- Events rejected
- Events spoiled
- Event age at transfer
- Camera site performance by efficiency
- Time (hour, day, month)
- Reason for rejection
- Monthly report noting the performance of the Customer Service Center
- Automatic Call Distribution system performance
- Customer handling
- Number of calls dropped
- Number of calls placed in voicemail
- Wait time for each customer

Nixie reports containing:

- Citation number
- Date of violation
- Date of nixie
- Old address information
- New address information

Reporting also captures and stores data to allow for reporting on the following:

- Date of violation event
- Event tracking number
- Time of each violation
- Location of violation
- Open citations for violators with multiple events
- Report detailing processor event approval and voidance by name for quality control purposes

K. Archiving and Storing

1. Respondent shall offer digital image storage system. The Village of Ruidoso will require online retention of images and data for a period of twelve (12) months.

Altumint agrees to offer a digital image storage system with online retention of images and dates for a period of 12 months.

2. Retrieval of archived information must be available within eight (8) working hours of a request for retrieval.

Altumint agrees to retrieve archived information and make it available to the Village within eight (8) working hours of a received request for retrieval.

L. Court Challenges

The vendor must provide on-demand a technically qualified witness to provide expert testimony in court with respect to photo enforcement technology if necessary.

The VioView solution has a court and adjudication module application, allowing us to schedule court at various levels months in advance and to ensure that Troopers and/or expert witnesses are available. Altumint asks that the Village request witness support at least thirty days in advance of the hearing.

M. Citations and Records

1. The vendor will be responsible for processing and delivering violator images and data daily to a secured website for review by the Ruidoso Police Department.

Altumint agrees to process and deliver violator images and data daily to a secure website.

2. The vendor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicle records.

Altumint agrees to use the license plate number from the photographs to identify the vehicle owner from Department of Motor Vehicle records.

3. The vendor must prepare and mail citations, photos, and required forms within ten (10) business days to all violators for those images approved by the Sheriff's office staff.

Altumint agrees to prepare and mail citations, photos, and required forms within 10 business days to all violators for those images approved by the Sheriff's office.

4. The vendor must provide an electronic file containing all of the data on the respective citations to the Village of Ruidoso. The file format must be acceptable to the respective parties.

Altumint agrees to provide an electronic file containing all data on the respective citations to the Village in a file format acceptable to the respective parties.

5. The vendor must maintain and provide supporting records of violations to the Village of Ruidoso.

Altumint agrees to maintain and provide supporting records of violations to the Village.

6. The vendor must maintain a proper chain of evidence that meets the needs and requirements of the Village of Ruidoso.

Altumint will maintain a proper chain of evidence.

7. The vendor must destroy all images within twelve (12) months when the Sheriff's office and the court dismiss citations or when citations are not issued.

Altumint agrees to destroy all images within 12 months when the Sheriff's Office and the court dismiss citations, or when citations are not issued.

8. The vendor must provide an audit trail of all voided and destroyed images.

Altumint agrees to provide an audit trail of all voided and destroyed images.



ORIGINAL

Village of Ruidoso, New Mexico

Automated Traffic Enforcement System

RFP# 2026-004P

COST PROPOSAL

Date Submitted: November 17, 2025, 3:00 p.m. MST

From: Altumint, Inc.

4600 Forbes Boulevard, Suite 203
Lanham, MD 20706

Submit To: Procurement Manager for Village of Ruidoso, NM

CONFIDENTIAL AND PROPRIETARY INFORMATION. This proposal contains confidential information and data protected by Altumint, Inc. as proprietary trade secrets under applicable laws. The recipient of this proposal agrees not to disclose this proposal to any third party nor to duplicate, use, or disclose this proposal for any purpose other than to evaluate this proposal. To the extent disclosure by the recipient is required by FOIA and/or other applicable laws or regulations, Altumint, Inc. has provided the recipient a redacted version of this proposal, consistent with FOIA Exemption 4, for the purposes of such disclosure(s).

Cost Proposal or Fee Schedule

The cost proposal must be submitted in a separate binder and clearly labeled “Cost Proposal or “Fee Schedule.” Only one original version is needed.

Understood. Altumint's cost proposal is as follows:

Altumint's offer guarantees all services outlined for a full turnkey automated speed enforcement program, including ALPR. Altumint's pricing is based on a two or more-camera program with a minimum of a 5-year contract period, and those guarantees include:

- Our **no-fee-to-terminate option**. If you aren't happy, and we can't make you happy, you can walk away with no penalty.
- **Cost-neutrality over the entire life of the contract**. Tax dollars will never be used to pay for this technology. Our invoicing over the life of the contract for your ASE program will never exceed the City's fine revenue collected.
- **First dollars to the Town guarantee**. For every fully operational speed camera, Altumint will ensure that the first \$500 in fine revenue is allocated to the City before Altumint collects any monthly fees.
- **One ALPR camera per speed camera**. This camera will be installed at the location of your choice.

Speed Enforcement

Altumint offers the following pricing:

# OF SYSTEMS	SERVICES INCLUDED	PER PAID FEE
Speed enforcement zones as directed by the Village and mutually agreed to by Altumint.	• Site selection assistance, site plan development, provisioning, deployment, operation, and maintenance, including delivery, set up, and removal, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, along with other customary services involved in providing a turnkey photo enforcement program. • ALPR cameras at the locations of your choice. One per speed camera system.	• \$25 per paid citation • The Village will receive all excess funds.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: January 6, 2026

Re: Discussion on Adoption of Resolution 2026-03, a Resolution Authorizing the Lease Agreement Between the Village of Ruidoso and Caterpillar Financial Services Corporation for a Caterpillar 440 Backhoe Loader Utilizing Sourcewell Price Agreement #020223CAT for a Term of 60 Months in the Amount of \$182,400.00.

Item Summary:

Discussion on Adoption of Resolution 2026-03, a Resolution Authorizing the Lease Agreement Between the Village of Ruidoso and Caterpillar Financial Services Corporation for a Caterpillar 440 Backhoe Loader Utilizing Sourcewell Price Agreement #020223CAT for a Term of 60 Months in the Amount of \$182,400.00.

Financial Impact:

Approved in FY 26 budget. Funds are available in line item 502-220-52100 Equipment Rental.

60 monthly payments of \$2838.24 plus one time document fee of 400.00 for a total of \$182,400.00.

Current Available Balance in line item is \$274,425.65.

Item Discussion:

Lease of a Caterpillar 440 Backhoe Loader with the option to buy out at the end of the lease agreement. The balance to Finance is \$182,400.00 for a term of 60 Months in the amount of \$2,838.24 per month plus a one time document fee of \$400.00. The buy out amount will be \$41,000.00.

Recommendations:

To Discuss Adoption of Resolution 2026-03, a Resolution Authorizing the Lease Agreement Between the Village of Ruidoso and Caterpillar Financial Services Corporation for a Caterpillar

440 Backhoe Loader Utilizing Sourcewell Price Agreement #020223CAT for a Term of 60 Months in the Amount of \$182,400.00.

ATTACHMENTS:

[RESOLUTION_2026-03.pdf](#)

[Village of Ruidoso Docs ID 515959.pdf](#)

[440 quote revised.pdf](#)

RESOLUTION 2026-03

WHEREAS, the laws of the State of New Mexico (the "State") authorize VILLAGE OF RUIDOSO, NEW MEXICO (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

WHEREAS, the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the Village of Ruidoso that: the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, the Governmental Entity enter into the Agreement with Caterpillar and the Agreement is adopted as a binding obligation of the Governmental Entity; and that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and that the persons listed below are the incumbent officers of the Governmental Entity.

PASSED, APPROVED, AND ADOPTED BY THE Governing Body of the Village of Ruidoso at its regular meeting held on January 13, 2026.

(Seal)

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, MMC
Village Clerk

COMPLETE THESE ITEMS TO GET STARTED.

- ✓ Complete and sign all documents in this package.
- ✓ Submit completed and signed documents by clicking FINISH at the end of your documents.
- ✓ Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- ✓ Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

MYCATFINANCIAL

MyCatFinancial is our online, self-service tool that allows you to manage your Cat Financial accounts anytime, anywhere, on any device.

- Manage your Cat® Card account
- Make a payment or set up auto-pay
- View your signed documents
- Send and receive confidential information securely
- Request a payoff quote
- Submit an online credit application
- And more!

Visit cat.com/mycatfinancial to learn more and sign up today.



CAT® CARD – THE ESSENTIALS YOU NEED. WITH THE FLEXIBILITY YOU WANT.

The Cat Card account is the easy way to pay for work tools, attachments, equipment rentals, parts, service and more.¹

- No annual fee
- Competitive rates
- Flexible payment terms
- Earn Cat Vantage Points on every qualifying purchase²

Learn more at catcard.com.



DISCOVER DIGITAL TOOLS



LEARN MORE

CAT CENTRAL APP
FULL CONTROL OF YOUR EQUIPMENT
IN THE PALM OF YOUR HAND

PURCHASE PARTS 24/7



LEARN MORE

VISIONLINK® APP
MONITORS EQUIPMENT USAGE
RECEIVES FAILURE CODES
SCHEDULES MAINTENANCE

1-800-651-0567 | NABC.CustomerService@cat.com

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

¹ Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers.

Not all customers will qualify

² See cat.com/getrewarded for eligibility, details, and terms and conditions.

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Document Checklist – Governmental Lease



These documents were prepared especially for:
 VILLAGE OF RUIDOSO, NEW MEXICO
 313 CREE MEADOWS DR
 RUIDOSO, NM 88345

Dealer: WAGNER EQUIPMENT CO., E35Z
 Contract Number 001-70205182
 Transaction Number: 4977092
 Comments:

Date: 12/08/2025
 Time: 04:52:44 PM

Customer Executed Documents	Comments
☐ Governmental Lease Document	_____
☐ Insurance-Liability and Physical Damage	_____
☐ Advance Payment (cross out if N/A)	_____
☐ Guaranty of Payment (cross out if N/A)	_____
☐ Tax Exemption Certif. (cross out if N/A)	_____
☐ Title applied for (cross out if N/A)	_____
☐ Customer Information Verification	_____
☐ Any necessary Riders/Amendments	_____
☐ CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
☐ Other _____	_____
☐ 8038G / CG Form	_____
☐ Request for Minutes	_____
☐ Opinion of Counsel	_____
☐ Governmental Resolution to Lease, Purchase and/or Finance	_____
☐ Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents
☐ Purchase Agreement _____
☐ Dealer Invoice _____
☐ All Credit Conditions Met _____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

VILLAGE OF RUIDOSO, NEW MEXICO
313 CREE MEADOWS DR
RUIDOSO, NM 88345

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2024 Caterpillar 440-07 Backhoe Loader	MZX00690	SEE ATTACHMENT	\$43,280.00	

TERMS AND CONDITIONS

- 3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.
- The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.99% per annum.
- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your

fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and

extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

- 12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the

parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	VILLAGE OF RUIDOSO, NEW MEXICO
Signature		Signature	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of New Mexico (the "State") authorize VILLAGE OF RUIDOSO, NEW MEXICO (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of VILLAGE OF RUIDOSO, NEW MEXICO, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 440-07 CATERPILLAR Backhoe Loader	MZX00690		\$	\$182,000.00
Lessee:				
VILLAGE OF RUIDOSO, NEW MEXICO				
313 CREE MEADOWS DR				
RUIDOSO, NM 88345				
Subtotal				\$182,000.00
Federal Excise Tax				\$0.00
Other Tax				\$0.00
Total Purchase Price				\$182,000.00
Unit(s) Delivery Point:				
26675 US HWY 70 EAST				
RUIDOSO DOWNS, NM 88346				

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	WAGNER EQUIPMENT CO.
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	VILLAGE OF RUIDOSO, NEW MEXICO

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 60	_____	\$2,804.70
61	_____	\$43,280.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	VILLAGE OF RUIDOSO, NEW MEXICO
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70205182) (the "Lease")
Between VILLAGE OF RUIDOSO, NEW MEXICO ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of New Mexico (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

VILLAGE OF RUIDOSO, NEW MEXICO

Name(Print):	_____	Date:	_____
Signature:	_____	Address:	_____
Title:	_____		_____

COVERAGE THAT GETS YOU BACK TO BUSINESS



Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced— so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of –
 - > The payoff value of your loan*
 - > Actual cash value
 - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to \$500 per day, up to \$10,000 per occurrence and \$100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice



To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co

This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100
YEARS
CATERPILLAR

*Less late payments and fees

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CAT
Financial



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to \$10,000 per occurrence but not more than \$500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a \$10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to \$10,000.

Deductible

Construction and Agricultural Equipment Deductible: \$1,000

Forestry Equipment Deductible: \$5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2**.

You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2024	440-07	Caterpillar Backhoe Loader	MZX00690	NM	\$182,000.00	\$9,175.00	\$173.10

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$9,175.00, which is \$1835.00 per year based upon the total equipment value of \$182,000.00.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$173.10 per scheduled equipment payment. The finance charge is calculated at 4.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$1835.00 premium and return the payment with the signed equipment documents.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents.
- Method 4 ☐ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Card.

- ☐ I will pay by Cat Card account and provide my account information below.
- ☐ I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70205182 on your check.
- ☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name

Cat Card Number

Authorized User Signature

Print Name

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: WAGNER EQUIPMENT CO.
Customer Name: VILLAGE OF RUIDOSO, NEW MEXICO
Billing Address: 313 CREE MEADOWS DR
RUIDOSO, NM 88345

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70205182
Dealer Name: WAGNER EQUIPMENT CO.
Customer's Name: VILLAGE OF RUIDOSO, NEW MEXICO
Address: 313 CREE MEADOWS DR
RUIDOSO, NM 88345

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 440-07	2024 Caterpillar Backhoe Loader	MZX00690		\$182,000.00

Insurance Agency _____ Insurance Agent's Name _____
Street Address _____
City _____ State _____ Zip _____
Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
Name(Print) _____
Title _____
Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: VILLAGE OF RUIDOSO, NEW MEXICO

Physical Address: 313 CREE MEADOWS DR
RUIDOSO, NM, 88345

Mailing Address: 313 CREE MEADOWS DR
RUIDOSO, NM, 88345

Equipment Location: 26675 US HWY 70 EAST
RUIDOSO DOWNS, NM, 88346

Business Phone: 5752584343

Mobile Phone: _____

E-mail Address: ACCOUNTSPAYABLE@RUIDOSO-NM.GOV

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- ☐ I decline Auto Pay authorization at this time
- ☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Routing Number

9 digits

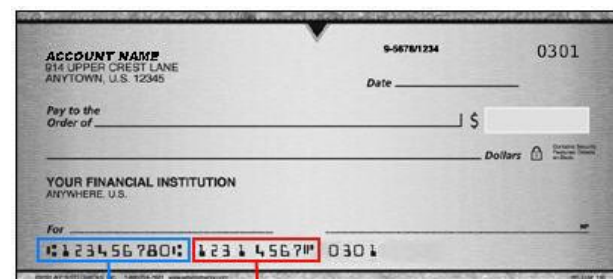
Account Number

3-17 digits

Re-Enter Account Number

3-17 digits

Account Name (exactly as it appears on Check)



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WAGNER EQUIPMENT CO.
4000 OSUNA RD NE
ALBUQUERQUE, NM 87109-4423

Reference:

VILLAGE OF RUIDOSO, NEW MEXICO

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



Quote 297434-9999

Nov 05, 2025

VILLAGE OF RUIDOSO
313 CREE MEADOWS DRIVE
RUIDOSO, New Mexico 88345

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 440 Backhoe Loader

STOCK NUMBER: 515959

SERIAL NUMBER: 0MZ00690

YEAR: 2024

HOURS: 23

We appreciate the opportunity to extend this quote. Pricing is subject to change based on manufacturer changes to cost and availability. If there are any questions, please do not hesitate to contact me.

Regards,

Eugene Mora
Sales Representative
Wagner Equipment Co.

Caterpillar Model: 440 Backhoe Loader**STANDARD EQUIPMENT**

CONSIST NOTE -THIS LISTING IS A GENERAL DESCRIPTION -OF A 440 BACKHOE LOADER EQUIPPED WITH -THE LOWEST CHARGE ITEMS. -

BOOMS, STICKS, AND LINKAGES -15' Center pivot excavator style -backhoe -Electrohydraulic operated hydraulic -controls with pattern changer valve

OTHER STANDARD EQUIPMENT -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood -Tire Valve Stem Protection -Long Life Coolant -30C (-20F) -Counterweight 500kg/1102lbs -Padlocks Qty 2 -

POWERTRAIN -Differential lock -Spring Applied Hydraulic Release (SAHR) -brake -High Ambient Cooling Package -Torque converter -Autoshift transmission with 6 forward -and 3 reverse gears & neutral safety -switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather

HYDRAULICS -Load sensing, variable flow system -with 55 gpm axial piston pump -6 micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Open Center with Flow Summation -Hydraulic suction strainer -

ELECTRICAL -12 volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals -Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm

BOOMS, STICKS, AND LINKAGES -Electrohydraulic operated stabilizer -controls -Boom transport lock -Swing transport lock -Street pads stabilizer shoes -Anti-drift hydraulics -(Boom, Stick and E-Stick) -Cat Cushion Swing(tm) system -Bucket level indicator -Lift cylinder brace -Return-to-dig (auto bucket positioner) -Self-leveling loader with single lever -control -Transmission neutralizer switch -Single Tilt Loader -

POWERTRAIN -Cat C4.4, 86kW (Net 104HP/78kW) -Direct Injection Turbo Charged Engine, -with ACERT technology. -US EPA Tier4 Final Emissions Compliant -with Selective Catalytic Reduction(SCR) -Water separator with service indicator -Thermal starting aid system -Eco mode -A dry-type axial seal air cleaner with -integral precleaner, automatic dust -ejection system & filter condition -indicator -Hydraulically boosted multi-plate wet -disk brake with dual pedals & interlock

ELECTRICAL -Key start/stop system -1.000 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) -Diagnostic ports for engine and machine -Electronic Control Modules -Remote jump start connector -

OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control -One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat

OTHER STANDARD EQUIPMENT -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5 gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual

MACHINE SPECIFICATIONS

440 07B BHL	575-9152	\$163,810.00
ENGINE	436-5178	\$0.00
STICK, EXT, 15'	578-8950	\$6,490.00
PT, 2WS, ASHF	575-9166	\$17,270.00
HYD, QC, 6FCN	578-9446	\$9,300.00
PRODUCT LINK, CELLULAR PL641	518-9096	\$0.00
COLD WEATHER PACKAGE, 120V	506-3449	\$1,005.00
CAB, DLX	575-9162	\$13,920.00
SEAT, DLX FABRIC	558-9623	\$1,205.00
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	\$0.00
BELT, SEAT, 2" SUSPENSION	206-1747	\$0.00
TIRES, 340 80-18/500 70-24, MX	533-0488	\$3,660.00
STABILIZER PADS, FLIP-OVER	488-2944	\$435.00
BUCKET-GP, 1.75 YD3, IT, BOCE	502-1117	\$6,285.00
BUCKET-ROCK, HD, 24", 7.0 FT3	219-3396	\$2,271.00
COUPLER, PG, MAN.D.LOCK, BHL	444-7500	\$2,326.00
INSTRUCTIONS, ANSI	488-2908	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
RIDE CONTROL	578-8921	\$1,925.00
LINES, AUX COMBO, E-STICK 15'	578-9038	\$4,530.00
STD RADIO (12V)	540-2298	\$720.00
FAN	387-6682	\$299.00
GUARD, STABILIZER	488-2906	\$1,080.00
GUARD, STABILIZER LEG	517-4400	\$87.00
PLATE GROUP, BOOM WEAR	513-8881	\$269.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
PACK, MISC MATERIAL	0G-3280	\$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$141.00
SHIPPING/STORAGE PROTECTION	461-6839	\$266.00
NETWORK MANAGER	503-9067	\$342.00

SourceWell Pricing Agreement Cat 020223

SELL PRICE	\$182,000.00
SUBTOTAL	\$182,000.00
TOTAL	\$182,000.00

WARRANTY & COVERAGE

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 12 months)
Extended Coverage:	440-60 MO/5000 HR PREMIER

F.O.B/TERMS:

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE TO FINANCE	TERM	MONTHLY PAYMENT	RATE	BUY OUT	DOCUMENT FEE
\$0.00	\$182,400.00	60 (Monthly)	\$2,838.24	4.99%	\$41,000.00	\$400.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: January 6, 2026

Re: Discussion on Rescinding Award of RFP #2025-0013P from Advanced Air, LLC for Air Service Operator (ASO) for Sierra Blanca Regional Airport and Authorization to Readvertise.

Item Summary:

Discussion on Rescinding Award of RFP #2025-0013P from Advanced Air, LLC for Air Service Operator (ASO) for Sierra Blanca Regional Airport and Authorization to Readvertise.

Financial Impact:

None.

Item Discussion:

Rescinding Award of RFP #2025-0013P from Advanced Air, LLC for Air Service Operator (ASO) for Sierra Blanca Regional Airport and Authorization to Readvertise.

Recommendations:

To Discuss Rescinding Award of RFP #2025-0013P from Advanced Air, LLC for Air Service Operator (ASO) for Sierra Blanca Regional Airport and Authorization to Readvertise.

ATTACHMENTS:

[Letter for Rescinding Award of RFP.pdf](#)

January 13, 2026

Advanced Air, LLC
Levi Stockton, President/CEO
12101 Crenshaw Blvd, Ste 100
Hawthorne, CA 90250

Ref: Notice of Rescinding Award

Dear Mr. Stockton,

Thank you for your submission under RFP #2025-013P for Air Service Operator (AS)) for Sierra Blanca Regional Airport. We appreciate your participation. Although the proposal submitted by your company scored well in evaluations and a contract was offered, unfortunately we were unsuccessful in achieving mutual agreement with contract terms, and therefore the offer to contract has been rescinded. Please feel free to contact us if you have questions or would like additional information.

Sincerely,



Christy Coker
Purchasing Agent
575-258-4343 Ext. 1045

cc: Project File

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Austin Meuli, Assistant Fire Chief

Meeting Date: January 6, 2026

Re: Discussion on Purchase of 2026 Chevrolet Suburban from Tillery Chevrolet GMC, Inc. Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$67,125.00.

Item Summary:

Discussion on Purchase of 2026 Chevrolet Suburban from Tillery Chevrolet GMC, Inc. Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$67,125.00.

Financial Impact:

Replacement item for fiscal year 2025-26 using 207-204-53500 Capital Equipment-Fire (State RMP reimbursement fund)

Available funds \$210,716.00

Using \$67,125.00

Vehicle will still need to be equipped with emergency lighting, stickered & radio's

Item Discussion:

Purchase of 2026 Chevrolet Suburban 4WD LS White 5.3L V8 Gas engine through CES 2024-23-C116-ALL

Recommendations:

To Discuss Purchase of 2026 Chevrolet Suburban from Tillery Chevrolet GMC, Inc. Utilizing CES Contract #2024-23-C116-ALL in the Amount of \$67,125.00.

ATTACHMENTS:

[2025-1256 Village of Ruidoso 2026 Suburban 4WD LS 122925.pdf](#)



QUOTE

PO Box 609

Moriarty, NM 87035

505-832-4431

QUOTE #

2025-1256

DATE

12/29/2025

CUSTOMER

Village of Ruidoso

Mr. Cade T. Hall - Fire Chief

313 Cree Meadows Dr.

Ruidoso, NM 88345

575-973-4053

cadehall@ruidoso-nm.gov

TILLERY CES

2024-23-C116-ALL

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2026 Chevrolet Suburban (CK10906) 4WD LS - White	1	\$ 68,495.00	\$ 68,495.00
CES Discount	1	\$ (1,370.00)	\$ (1,370.00)
9 Passenger			
5.3L V8 Gasoline Engine			
*Please see attached specifications			

Thank you for the opportunity!

Base Price:	\$ 68,495.00
CES Discount:	\$ (1,370.00)
Total CES Price:	\$ 67,125.00

FOB Ruidoso, NM

Delivery approximatly 15-30 after receipt of your PO based on stock unit on order. Subject to prior sale.

Sincerely,

Regina Luna

GM Fleet Specialist

If you have any questions about this quote please contact
Kelly Cavasos 505-886-3426 / Regina Luna 505-886-3416 / Aaron Sena 505-886-3420



Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Village of Ruidoso

Prepared For: Mr. Cade T. Hall - Fire Chief

575-973-4053

cadehall@ruidoso-nm.gov

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS





Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Quote Worksheet

	MSRP
Base Price	\$66,400.00
Dest Charge	\$2,595.00
Total Options	(\$500.00)
Subtotal	\$68,495.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$1,370.00)
Subtotal Discount	(\$1,370.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$67,125.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$67,125.00

 12/29/25
Dealer Signature / Date

Customer Signature / Date

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Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10906	2026 Chevrolet Suburban 4WD 4dr LS	\$66,400.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White (Not available on Premier or High Country.)

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	\$0.00

WHEEL TYPE		
CODE	DESCRIPTION	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	\$0.00

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Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

TIRES

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White (Not available on Premier or High Country.)	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench Not available with (NHT) Max Trailering Package.)	(\$500.00)

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Premium cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	\$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
AYH	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)	Inc.
Options Total		(\$500.00)

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Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Standard Equipment

Mechanical
Suspension, Premium Smooth Ride
Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
GVWR, 7700 lbs. (3493 kg) (4WD models only.)
Rear axle, 3.23 ratio
Keyless start, push button
Automatic Stop/Start
Engine control, stop/start system disable button, non-latching
Engine air filtration monitor
Fuel, gasoline, E15
Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
Differential, mechanical limited-slip
4-wheel drive
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 730 cold-cranking amps with 80 amp hour rating
Alternator, 220 amps
Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Exhaust, single system, single-outlet
Mechanical Jack with tools

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Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Exterior

- Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
- Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P265/70R17 all-season, blackwall
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front
- Luggage rack side rails, roof-mounted, bright
- Assist steps, Black with chrome accent strip
- IntelliBeam, automatic high beam on/off
- Headlamps, LED
- Tail lamps, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear manual

Entertainment

- Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
- Audio system feature, 6-speaker system
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- 5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Entertainment

- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Wireless Apple CarPlay/Wireless Android Auto

Interior

- Seats, front bucket (STD)
- Seat trim, cloth
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 6-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual
- Key card (Standard with (A50) front bucket seats only. Requires (UE1) OnStar.)
- Console, floor with storage area and removable storage tray (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)
- Floor covering, color-keyed carpeting
- Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, 3-spoke, wrapped
- Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
- Driver Information Center, 11" diagonal multi-color digital display
- Door locks, power programmable with lockout protection and delayed locking
- Keyless Open includes extended range Remote Keyless Entry
- Remote start

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Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Interior

- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Adaptive Cruise Control
- Theft-deterrent system, electrical, unauthorized entry
- USB ports, 2 type-A and C, charge and data, located inside center console (Deleted when (AZ3) 40/20/40 split-bench front seat is ordered.)
- USB ports, 2 type-A and C, charge and data, located on front console
- USB ports, 2 type-C, charge-only, located in third row
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Front Pedestrian and Bicyclist Braking
- Intersection Automatic Emergency Braking intersection alert, braking
- Enhanced Automatic Emergency Braking
- Reverse Automatic Braking
- StabiliTrak, stability control system with brake assist, includes traction control

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Tillery Chevrolet GMC, Inc.

Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Deleted when (AZ3) front 40/20/40 split-bench seat is ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist

Blind Zone Steering Assist (Replaced by (UKW) Blind Zone Steering Assist with Trailing when (NHT) Max Trailing Package is ordered.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking

Rear Pedestrian Alert

Side Bicyclist Alert

Lane Keep Assist with Lane Departure Warning, enhanced

Forward Collision Alert

Safety Alert Seat

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

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Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Austin Meuli, Assistant Fire Chief
Austin Meuli, Assistant Fire Chief

Meeting Date: January 6, 2026

Re: Discussion on Remodel of Fire Substation 4 by Wilson Construction Utilizing New Mexico State Price Agreement #30-00000-23-0070 in the Amount of \$525,712.76 Including NMGR.

Item Summary:

Discussion on Remodel of Fire Substation 4 by Wilson Construction Utilizing New Mexico State Price Agreement #30-00000-23-0070 in the Amount of \$525,712.76 Including NMGR.

Financial Impact:

Received Grant from State Fire Marshals office FY 2026 New Mexico Fire Protection Grant Council Notification in the amount of \$500,000.00 the total project amount is \$525,712.76. The \$25,712.76 will be coming from 207-204-53500 Capital Equipment-Fire (RMP reimbursement)

Item Discussion:

Currently Station 4 off of Center St. is classified as a sub station we applied for a grant through the state and were awarded \$500,000.00 to remodel and bring this station up to standards for a main station. This will increase the fire departments annual funds received from the state. This will also help our coverage analysis done by ISO (Insurance Service Organization) as long as we have it equipped with the proper apparatus and personnel. Wilson Construction has a state price agreement (30-00000-23-0070) General Construction and has drawn a floor plan and given us this quote for the remodel.

Recommendations:

To Discuss Remodel of Fire Substation 4 by Wilson Construction Utilizing New Mexico State Price Agreement #30-00000-23-0070 in the Amount of \$525,712.76 Including NMGR.

ATTACHMENTS:

[FGF FY26 Award Letter Ruidoso.pdf](#)

[Station 4_RUIDOSO FIRE STATION_FLOOR PLAN \(1\).pdf](#)

[LC Ruidoso Fire Department Remodel Updated Quote#1149 Details--12.19.25.pdf](#)

[LC Ruidoso Fire Department\(305 N Center\) Remodel Updated Quote# 1149--12.19.pdf](#)

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary



Ali Rye
State Director

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

Tuesday, October 28, 2025

Treasurer: Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

Remit to: Village of Ruidoso
313 CREE MEADOWS
RUIDOSO, NM 88345

Reference: FY 2026 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of Ruidoso has been reviewed and an award has been granted.

Over 147 grant applications were submitted and over 60 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of \$500,000.00 for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include \$0.00 for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2026. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary



Ali Rye
State Director

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505)709-8150.

Sincerely,
Randy Varela
State Fire Marshal

Sincerely,
Mike Cordova
Grant Council Chair

FY26 NEW MEXICO FIRE PROTECTION GRANT AWARD PROJECT CLOSEOUT CHECKLIST

Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Lincoln

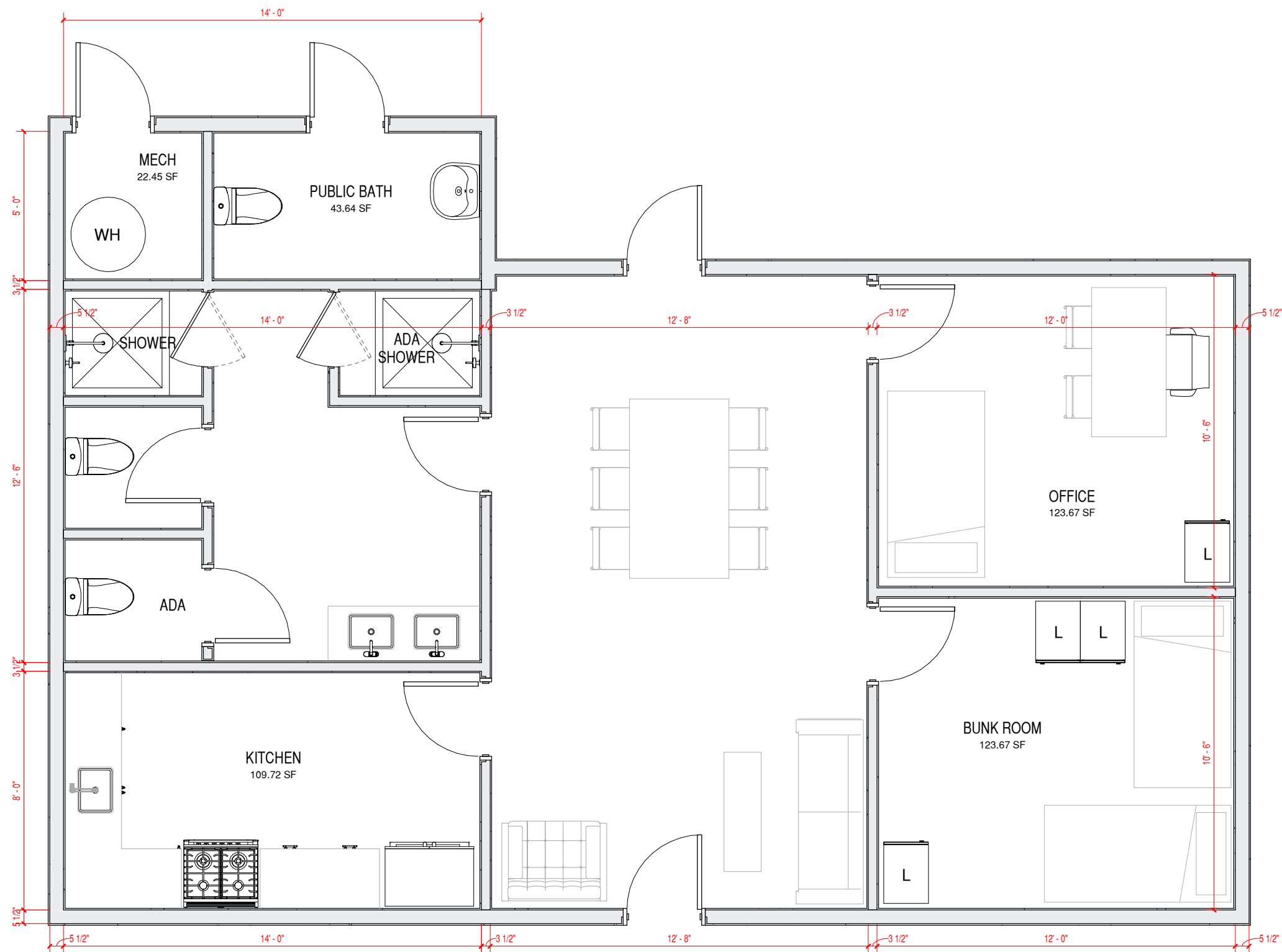
FUNDED PROJECT: Facility Improvement

EQUIPMENT FUNDED: Facility Improvement

AMOUNT AWARDED: \$500,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2026	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
Fire Chief		Signature Date	
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			



SD1.2
1 FIRST FLOOR PLAN
1/4" = 1'-0"

Project: Ruidoso Fire Station (305 N Center St.) Remodel

Date: 12.19.2025

Quote Number: 1149

PA:30-00000-23-0070



Scope of Work / Inclusions:

Building:

- Remove & replace exterior wall sheathing, trim, gutters, and downspouts.
- Remove and replace all base angle.
- Replace (1) 3/0 x 7/0 & (1) 4/0 x 7/0 exterior doors.
- Frame out & Install (3) insulated overhead doors (1) 10' x 10' (2) 12' x 12' with electrical motors

Exterior:

- Remove vegetation 6' around perimeter of building, slope & place base course for drainage.
- Remove existing apron, build new slope for new apron & entry.
- Pour 24' x 45' apron & walkway @ 1:12 ADA compliant slope.
- Install handrail 42" high, 29' long to tie into entry door.
- Install (6) 6" Bollards filled with concrete to protect door jambs of roll up doors.
- Install ADA signage.

Interior:

- Remove & replace wall insulation with R-25 between purlins and install silver coat sheathing.
- Install additional insulation in ceiling with silver coat sheathing to bring up to code (R-38).
- Build interior space to include:
 - 14' x 12'6" ADA compliant bathroom with (1) ADA transfer shower by barrier free(1) ADA Toilet Stall, (2) sinks, (1) 36" x 36" standard shower, (1) standard toilet stall, and tile floor with tile backsplash behind toilet.
 - 12' 8" x 21' Meeting Room
 - 8' x 14' Kitchen
 - Kitchen to include upper & lower cabinets, engineered composite countertops, sink, natural gas stove hookup and refrigerator.
 - (1) 10' x 12' Officer Quarters
 - (1) 11' x 12' Bunk Room
 - (1) 5' x 9' Public restroom with (1) standard toilet & (1) sink
 - (1) 5' x 5' Mechanical room to include water heater, water softener & R/O system
 - Waterproof vinyl plank flooring throughout except in bathroom.

Project: Ruidoso Fire Station (305 N Center St.) Remodel

Date: 12.19.2025

Quote Number: 1149

PA:30-00000-23-0070



Electrical:

- Upgrade main panel & bring all electrical up to code.
- Replace existing outlets & add where needed.
- Replace existing bay lights to LED.
- Upgrade switches
- LED lights throughout new addition
- Exterior security lights

Plumbing:

- Tie into existing city water & sanitary lines
- Cut & bore into existing concrete to install utilities into building.
- Plumb Kitchen & Bathroom
- Install mini-splits heating/cooling system with 7 registers throughout addition.

Total Cost: \$525,712.76

(\$494,839.23 plus GRT on all line items except materials if this project qualifies)

**Quote based on sewer/water being within 50' of building

**Inspection of roof panels has not been done

**Quote good for 1 month

**Quote Includes engineering, permitting, and bond (please advise if a bond is not required, we can recalculate)

Please feel free to reach out if you have any questions or would like to discuss any part of the quote further. Thank you once again for the opportunity to quote on this project.

wilsonconstruction2020@gmail.com

Justin Wilson
(303) 242-2631

Wilson Construction Services, LLC

123 Buckboard Trl.
Nogal, NM 88341 US
+13032422630
wilsonconstruction2020@gmail.com



Estimate

ADDRESS
Village of Ruidoso

SHIP TO
RFD
305 N Center St.
Ruidoso NM 88345

ESTIMATE 1149
DATE 12/15/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Superintendent Reg Hrs		464	93.00	43,152.00T
Journeyman Reg Hrs		915	83.00	75,945.00T
Laborer Regular		917	58.00	53,186.00T
Estimating	Admin / Estimate / Project Plan-Prep	100	94.00	9,400.00T
				Labor: 181,683.00
Sub-Contractors	Electric	1	59,000.00	59,000.00T
Sub-Contractors	Plumbing	1	48,000.00	48,000.00T
Sub-Contractors	Overhead Door	1	24,000.00	24,000.00T
				Sub-Contractors: 131,000.00
Equipment		1	29,900.00	29,900.00T
Admin-Permitting	Engineering/Permitting	1	20,500.00	20,500.00T
Bond		1	13,998.23	13,998.23T
Materials		1	117,758.00	117,758.00

PA: 30-00000-23-0070(General Construction)
Desc: Ruidoso Fire Department (305 N Center St) Remodel
**Please see the attached quote detail

SUBTOTAL	494,839.23
TAX	30,873.53
TOTAL	\$525,712.76

Accepted By

Accepted Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Alex Koenig, Community Development Director
Chrysanti Jones, Short Term Rental Administrative Assistant

Meeting Date: January 6, 2026

Re: Discussion on Revocation of Short-Term Rental Permit Issued to Andrew Castruita at 400 Sunny Slope Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village.

Item Summary:

Discussion on Revocation of Short-Term Rental Permit Issued to Andrew Castruita at 400 Sunny Slope Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village.

Financial Impact:

None.

Item Discussion:

Per Section 54-72(I)(10) of the Village Code of Ordinances the Governing Body shall hear and consider all testimony and make a determination by a majority of the membership present on the appeal to:

- a) Revoke the permit;
- b) Reverse the determination of the unresolved issue leading to a reinstatement of the permit;
- c) Table the appeal request to the next meeting.

Section 54-72(I)(12) further states should the Governing Body not render a decision on the request for revocation within 90 days of the suspension, the permit shall be reinstated by the Community Development Director.

Recommendations:

To Discuss Revocation of Short-Term Rental Permit Issued to Andrew Castruita at 400 Sunny Slope Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village.

ATTACHMENTS:

[SUSPENSION LETTER - 400 SUNNY SLOPE - FIRE PIT.pdf](#)

December 17, 2025

Andrew Castruita
10819 Loma De Alma Drive
El Paso, TX 79934

Re: Notice of Suspension - STR Permit #920396

Dear Mr. Castruita:

This letter serves as formal notice from the Village of Ruidoso regarding the Short-Term Rental (STR) Permit issued for the property located at **400 Sunny Slope Drive**.

Effective **April 1, 2025**, the Village of Ruidoso amended the STR Ordinance to prohibit the use of fire pits, fire tables, and outdoor burning at short-term rentals. Violation of this provision per the ordinance results in an automatic suspension of the permit pending revocation by the governing body.

At approximately 11:56 pm on Friday, December 12, 2025, Ruidoso Area Dispatch received a call regarding a large open flame at a neighboring property. Ruidoso Fire Department responded to the complaint. After arriving at 400 Sunny Slope Dr., a fire pit was found in use. The responding firefighters extinguished the fire, and the occupants were informed of the ordinance. The call log was forwarded to Community Development for review.

Based upon the information provided, we find Chapter 54-72 (e) (4) (d) of the Village of Ruidoso Code has been violated. Per Chapter 54-72 (l) (5), the short-term rental permit is suspended, and the permit revocation process has been initiated.

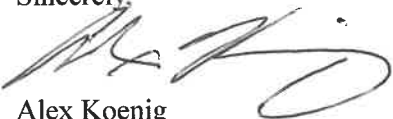
As a result of this violation, the **STR Permit for 400 Sunny Slope Drive is hereby suspended**, pending review by the Village's Governing Body. You are invited to appear before the Governing Body to provide testimony regarding this matter. The date, time, and location of the hearing will be provided under separate notice.

This property may not be rented during the suspension period.

Following the hearing, the Governing Body will determine whether the STR Permit should be **revoked for a period of one (1) year from the date of suspension**, in accordance with the Village of Ruidoso STR Ordinance 54-72 (l) (5).

If you have any questions regarding this notice or the upcoming hearing process, please contact Chrysanti Jones at chrysantijones@ruidoso-nm.gov

Sincerely,



Alex Koenig
Community Development Director

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: January 6, 2026

Re: Discussion on Adoption of Resolution 2026-05, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$5,160,000.00, including a Loan in the Amount of \$516,000.00, for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Two Rivers Raw Water Intake and Transmission Line and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Item Summary:

Discussion on Adoption of Resolution 2026-05, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$5,160,000.00, including a Loan in the Amount of \$516,000.00, for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Two Rivers Raw Water Intake and Transmission Line and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Financial Impact:

Upon execution a budget adjustment will be completed to included the project and corresponding revenue sources into the budget of the SGRT Special Revenue Fund (#2).

Item Discussion:

Adoption of Resolution 2026-05, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$5,160,000.00, including a Loan in the Amount of \$516,000.00, for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Two Rivers Raw Water Intake and Transmission Line and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Recommendations:

To Discuss Adoption of Resolution 2026-05, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$5,160,000.00, including a Loan in the Amount of \$516,000.00, for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Two Rivers Raw Water Intake and Transmission Line and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

ATTACHMENTS:

[Resolution 2026-05 - WPF-6608 .pdf](#)

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

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$5,160,000, INCLUDING A LOAN IN THE AMOUNT OF \$516,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING THE REPLACEMENT OF TWO RIVERS RAW WATER INTAKE AND TRANSMISSION LINE, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; 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 LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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 NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$900,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Village of Ruidoso in Lincoln County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$4,644,000.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$516,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$5,160,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—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, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$4,644,000 and borrowing the Loan Amount of \$516,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$4,644,000 and the Loan shall be in the amount of \$516,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, 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 16. 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 Mayor and Village Clerk 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.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. _____, duly adopted and approved by the Village Council of Village of Ruidoso on January 13, 2026. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Village Clerk at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the Resolution is:

**VILLAGE OF RUIDOSO, LINCOLN, NEW MEXICO
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$5,160,000, INCLUDING A LOAN IN THE AMOUNT OF \$516,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING THE REPLACEMENT OF TWO RIVERS RAW WATER INTAKE AND TRANSMISSION LINE, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; 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 LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF JANUARY, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the 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 the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Remainder of page intentionally left blank.]

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

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 Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, on January 13, 2026 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, 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. 2026-01, adopted and approved on December 9, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of February, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

EXHIBIT “A”

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 12.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: January 6, 2026

Re: Discussion on Adoption of Resolution 2026-04, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$763,597.00, including a Loan in the Amount of \$76,360.00, for the Purpose of Financing the Costs of Designing, Constructing and Redrilling the Hollywood Well and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Item Summary:

Discussion on Adoption of Resolution 2026-04, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$763,597.00, including a Loan in the Amount of \$76,360.00, for the Purpose of Financing the Costs of Designing, Constructing and Redrilling the Hollywood Well and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Financial Impact:

Upon execution of agreement, a budget adjustment will be completed to include the project and revenues sources into SGRT Special Revenue Fund (#202).

Item Discussion:

Resolution 2026-04, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$763,597.00, including a Loan in the Amount of \$76,360.00, for the Purpose of Financing the Costs of Designing, Constructing and Redrilling the Hollywood Well and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Recommendations:

To Discuss Adoption Resolution 2026-04, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$763,597.00, including a Loan in the Amount of \$76,360.00, for the Purpose of Financing the Costs of Designing, Constructing and Redrilling the Hollywood Well and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

ATTACHMENTS:

[Resolution 2026-04 WPF-6607.pdf](#)

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

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$763,597, INCLUDING A LOAN IN THE AMOUNT OF \$76,360 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REDRILLING THE HOLLYWOOD WELL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; 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 LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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 NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$40,189.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Village of Ruidoso in Lincoln County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$687,237.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$76,360.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$763,597.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—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, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$687,237 and borrowing the Loan Amount of \$76,360 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$687,237 and the Loan shall be in the amount of \$76,360. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, 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 16. 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 Mayor and Village Clerk 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.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. _____, duly adopted and approved by the Village Council of Village of Ruidoso on January 13, 2026. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Village Clerk at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the Resolution is:

**VILLAGE OF RUIDOSO, LINCOLN, NEW MEXICO
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$763,597, INCLUDING A LOAN IN THE AMOUNT OF \$76,360 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REDRILLING THE HOLLYWOOD WELL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; 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 LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF JANUARY, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the 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 the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Remainder of page intentionally left blank.]

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

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 Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, on January 13, 2026 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, 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. 2026-01, adopted and approved on December 9, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

EXHIBIT “A”

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 13.

To:

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

Meeting Date: January 6, 2026

Re: Discussion on Award of RFP #2026-005P, to Open Sky Productions, LLC. for Professional Services for Drone Light Shows.

Item Summary:

Discussion on Award of RFP #2026-005P, to Open Sky Productions, LLC. for Professional Services for Drone Light Shows.

Financial Impact:

Compensation to be paid based upon fixed price for each show dependent on size and date of show.

Item Discussion:

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Drone Light Show for the Village of Ruidoso.

The Village is conducting a multi-award RFP for Drone Light Show. It is anticipated that the award under this RFP will result in a Professional Services Contract for an initial term of one year

with the option to renew for up to nine (9) additional one-year terms/length of project.

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

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 11/06/25.

Twelve (12) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held

Zero (0) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal.

One (1) addendum was issued for extension of the proposal deadline.

Proposal Submission Deadline was 12/03/25 at 3:00 pm.

One (1) Proposals was received to be evaluated:

- Open Sky Productions, LLC

Recommendations:

To Discuss Award of RFP #2026-005P, to Open Sky Productions, LLC. for Professional Services for Drone Light Shows.

ATTACHMENTS:

[RFP #2026-005P Evaluation Summary Totals.pdf](#)

[RFP #2026-005P Evaluation Committee Report.pdf](#)

EVALUATION CRITERIA Summary Totals**12/3/2025 @ 10:00 AM****CRITERIA AND POINT VALUES FOR RFP #2026-005P Drone Light Show**

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

CRITERIA	Possible Points	Open Sky Productions, LLC
B. Technical Specifications		
1. Qualifications & Experience Offerors must: Provide a summary of your firm's qualifications and experience in design and production of similar scale drone light show performances. Address successes with planning, programming, production and execution. The lessons learned from the experiences described and opportunities that resulted. Provide highlights of your previous relevant work experience, videos, photos or graphics, as appropriate. Provide a list of key personnel who will be the Village's main point of contact from the organization.	40	30
2. Project Approach Offerors shall: Define your plan for implementing the scope of work identified and how you would create a unique entertainment experience for the Village of Ruidoso's citizens and visitors. Include your approach to carry out the work, FAA airspace approvals, safety and any other variables needed to produce the show. (This section should be as detailed as possible with the vendor's ideas for how the show would be set up.) Attach a detailed written breakdown of the proposed show content listing the Opening, Body, and Finale. Proposed show shall include the following: Number of drones Number of custom formations Creative programming Groundwork set up Color/color variation Grand opening Body Finale Length of display	30	27
3. References & Past Performance Offerors should provide a minimum of three (3) client references from similar services performed. Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business	30	13

references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before proposal due date and time for inclusion in the evaluation process.

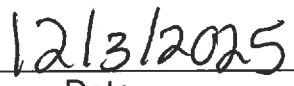
Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Village reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18. Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates;
- d) Type of Event;
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

C. Business Specifications

1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass
3. Debarment Certification (Appendix G)	Pass/Fail	Pass
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail	Pass
5. New Mexico Resident Business Preference	8	
6. New Mexico Resident Veterans Preference	10	
TOTAL POINTS:	110	70


Purchasing Agent


Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	Drone Light Show
RFP NUMBER	2026-005P
DATE OF REPORT	12/29/2025
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

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

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

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Drone Light Show for the Village of Ruidoso.

The Village is conducting a multi-award RFP for Drone Light Show. It is anticipated that the award under this RFP will result in a Professional Services Contract for an initial term of one-year with the option to renew for up to nine (9) additional one-year terms/length of project.

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 11/06/25.

Twelve (12) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held

Zero (0) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal.

One (1) addendum was issued for extension of the proposal deadline.

Proposal Submission Deadline was 12/03/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposals was received to be evaluated:

- Open Sky Productions, LLC

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

- **Qualifications & Experience– 40 Possible Points**
Offerors must:
Provide a summary of your firm’s qualifications and experience in design and production of similar scale drone light show performances.
Address successes with planning, programming, production and execution. The lessons learned from the experiences described and opportunities that resulted.
Provide highlights of your previous relevant work experience, videos, photos or graphics, as appropriate.
Provide a list of key personnel who will be the Village’s main point of contact from the organization.
- **Project Approach – 30 Possible Points**
Offerors shall:
Define your plan for implementing the scope of work identified and how you would create a unique entertainment experience for the Village of Ruidoso’s citizens and visitors.
Include your approach to carry out the work, FAA airspace approvals, safety and any other variables needed to produce the show. (This section should be as detailed as possible with the vendor’s ideas for how the show would be set up.)
Attach a detailed written breakdown of the proposed show content listing the Opening, Body, and Finale.
Proposed show shall include the following:
Number of drones, Number of custom formations, Creative programming, Groundwork set up, Color/color variation, Grand opening, Body, Finale, Length of display
- **References & Past Performance– 30 Possible Points**
Offerors should provide a minimum of three (3) client references from similar services performed. Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before proposal due date and time for inclusion in the evaluation process. Organizational References that are not received or are not complete may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Village reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18. Offerors shall

submit the following Business Reference information as part of Offer: a) Client name; b) Project description; c) Project dates; 22 d) Type of Event; e) Staff assigned to reference engagement that will be designated for work per this RFP; and f) Client project manager name, telephone number, fax number and e mail address.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Matthew Baird	Village of Ruidoso – Parks and Recreation Director
David Tetreault	Village of Ruidoso – Assistant Park & Rec Director
Melissa Moody	Village of Ruidoso – Administrative Assistant

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

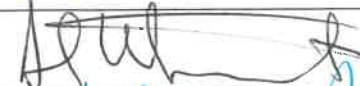
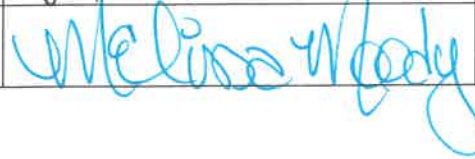
Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	12/03/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	12/03/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all requirements of this procurement. Open Sky Productions LLC scored adequately and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-005P for Drone Light Show to Open Sky Productions LLC.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Matthew Baird	Agree		12/30/25
David Tetreault	Agree		12/29/25
Melissa Moody	Agree		12/30/25

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 14.

To:

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

Meeting Date: January 6, 2026

Re: Discussion on Agreement with Open Sky Productions, LLC for Drone Light Show Services Awarded via RFP #2026-004P.

Item Summary:

Discussion on Agreement with Open Sky Productions, LLC for Drone Light Show Services Awarded via RFP #2026-004P.

Financial Impact:

Compensation to be paid based upon fixed price from Exhibit A for each show dependent on size and date of show.

Item Discussion:

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Drone Light Show for the Village of Ruidoso.

The Village is conducting a multi-award RFP for Drone Light Show. It is anticipated that the award under this RFP will result in a Professional Services Contract for an initial term of one year

with the option to renew for up to nine (9) additional one-year terms/length of project.

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

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 11/06/25.

Twelve (12) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held

Zero (0) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal.

One (1) addendum was issued for extension of the proposal deadline.

Proposal Submission Deadline was 12/03/25 at 3:00 pm.

One (1) Proposals was received to be evaluated:

- Open Sky Productions, LLC

The committee discussed the responses of each evaluation criteria and references provided,

then

collectively scored the proposal for:

- Qualifications & Experience- 40 Possible Points
- Project Approach - 30 Possible Points
- References & Past Performance- 30 Possible Points

Recommendations:

To Discuss Agreement with Open Sky Productions, LLC for Drone Light Show Services
Awarded via RFP #2026-004P.

ATTACHMENTS:

[RFP #2026-004P Contract.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT FOR
RFP #2026-005P Drone Light Show**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Open Sky Productions, LLC, hereinafter referred to as the "Consultant" and collectively the "Parties".

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

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Open Sky Productions, LLC
ATTN: Brittany Jones
Title: Account Executive
Street: 922 S 500 W Ste F
City, State, Zip: Salt Lake City, UT 84101
Phone: 678-884-4972
Email: brittany@openskypro.com

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

WHEREAS, all terms and conditions of the RFP #2026-005P Drone Light Show and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

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

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective January 13, 2026, through January 12, 2027, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

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

6. Appropriations.

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

7. Status of Consultant.

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

8. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

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

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

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

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

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

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

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

9. Amendment.

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

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

10. Merger.

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

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

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

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

25. Indemnification.

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

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Consultant Personnel.

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

Brittany Jones and Nate Mortensen

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

35. Incorporation by Reference and Precedence.

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

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

36. Inspection.

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

37. Inspection of Services.

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

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:
 - (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:
 - (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

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

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

SIGNATURES:

Village of Ruidoso:

Open Sky Productions LLC:

Lynn D. Crawford, Mayor

Brittany Jones, Account Executive

Date:_____

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP #2026-005P Drone Light Show

Offeror Name: Open Sky Productions **FEIN#** 87-4520130

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Open Sky Productions LLC 922 S 500 W Ste F Salt Lake City, UT 84101

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Brittany Jones

Title Account Executive

E-Mail Address brittany@openskypro.com

Telephone Number 678-884-4972

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Nate Mortensen

Title CEO

E-Mail Address nate@openskypro.com

Telephone Number 801-996-4857

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Consultants (Select one)



 No Sub-Consultants will be used in the performance of any resultant contract OR



OPEN SKY

DRONE LIGHT SHOWS

Open Sky Productions, LLC (the "Company")
 922 S 500 W STE F
 Salt Lake City, UT 84101
 801-996-4857
 Date: 11/21/25

Project Reference: 2026 Drone Shows
 To: Ruidoso NM (the "Client")

Show Date(s): 2026 Drone Show

1) Key Information:

- a) Show Length: 13-14 minutes
- b) Show Design: Standard Show (4 custom animations + roughly 20 stock animations)
- c) Soundtrack: Custom

2) Company Bio and Information:

- a) Relevant Experience:
 - i) Founded in 2021 and based in Salt Lake City, with hubs in GA and AZ, Open Sky Productions brings imagination to life through awe-inspiring drone light displays across the USA. Our mission is to deliver professional, unique, and memorable experiences for our clients and their audience. Collectively our founders have spent over 30 years leading and growing companies in the events, entertainment, and technology industries. The Company has flown over 600 drone light shows across the country in the last 4 years for cities, universities, non-profits, public companies and private events.

3) Company Experience & References:

- a) Industry Experience:
 - i) Outdoor Entertainment & Drone Technology: The founders of the Company have run companies attracting over 5 million visitors per year in multiple locations across all seasons. After significant research, we believed that drone light shows would be another entertainment avenue to harness our collective experience and decided to purchase our drone hardware and software from our US based manufacturer Verge Inc. The Verge platform offers an integrated solution without the need for additional plug-ins from foreign based companies and provides real-time support to our pilots during shows (when needed).
 - ii) Drone Certifications: Our pilots have completed a three day certification course by Verge, have passed the FAA Part 107 remote pilot exam, and hold a current UAS remote pilot's license. Our crew members have received training as visual observers to maintain and enforce FAA safety protocols before, during and after our light shows. Pilot licenses and training certificates are available upon further request.

4) Event Proposal:

- a) Show Operations Timeline:
 - i) Pre show site walkthrough once a location has been selected
 - ii) Show prep starts 4-6 hours before desired launch time on site
- b) Flight Plan & Site Map:
 - i) Launch area requirements for a 150-200 drone show
 - (1) 5000 sq feet
 - (2) Relatively flat slope
 - (3) Able to launch from grass, pavement, gravel, some concrete
 - ii) Optimal viewing distance for a 200 drone show is 400-1200 ft away (the drone show is visible for miles)
 - iii) The show flight area will be clear of spectators and non-show personnel
- c) Required Certifications: The company possesses the required FAA Part 107 waiver for swarm drone light shows. Our operators are certified UAS pilots and have each flown dozens of shows on the Verge flight system. The Company's approved Part 107 waiver reference number is 107W-2025-00276.
- d) Required Insurance Coverage: Certificates of Insurance can be provided for the following policies maintained by the company. The Client can be added as an additional insured if requested.
 - i) General Aviation Liability Insurance: \$5,000,000
 - i) General Liability Insurance: \$5,000,000 General Aggregate
 - ii) Workers Compensation Insurance: \$1,000,000
 - iii) Automobile Insurance: \$1,000,000
- e) Included Services: The proposed budget for this show includes all planning and production services required for a successful drone light show.
 - i) FAA waiver and required flight authorizations or notifications
 - ii) Show planning kickoff meeting
 - iii) Event planning coordination and COIs
 - iv) In-person or virtual site walkthrough
 - v) Custom show design approved by Client
 - vi) Draft video rendering of show
 - vii) Programmed music soundtrack
 - viii) 12-14 minute show duration with up to 200 drones
 - ix) Set up, flight, and dismantle of equipment
 - x) Price is inclusive of permits, travel, freight, lodging and meals

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2026-005P DRONE LIGHT SHOW

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Open Sky Productions LLC

REPRESENTED BY: Brittany Jones

TITLE: Account Executive PHONE NO.: 678-884-4972

E-MAIL: brittany@openskypro.com FAX NO.: _____

ADDRESS: 922 S 500 W Ste. F

CITY: Salt Lake City STATE: UT ZIP CODE: 84101

SIGNATURE: *Bjones* DATE: 11/17/25

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Bjones

Signature

11/17/25

Date

Account Executive

Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP #2026-005P Drone Light Show

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Brittany Jones Account Executive

Typed Name & Title of Authorized Representative

11/17/25

Date



Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP #2026-005P Drone Light Show

STATE OF Georgia)
COUNTY OF Sitka Barrow) SS

Brittany Jones, being first duly sworn, deposes and says:

That he/she is Brittany Jones Account Executive of Open Sky Productions LLC who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

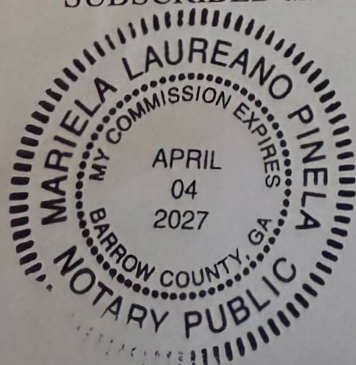
1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Brittany Jones

SUBSCRIBED and sworn to before me this 24 day of November, 2025

Notary Public: Maria Laureano Pinela

My commission expires: 4/4/2027



Date: November 17, 2025

Ref: RFP #2026-005P Drone Light Show

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP #2026-005P documents for the above-mentioned project.

Clarifications/Additions/Changes:

**1. RFP Proposal deadline will be extended to December 3, 2025 @ 3:00 p.m.
The award and contract date is TBD.**

***All questions must be submitted in writing. Reminder, the last day for written questions is 11/12/2025 at 5:00 PM local time**

The above clarification/adjustments shall be incorporated in the RFP documents and included in your proposal. Please enter the latest addendum number on the bid page where requested.

All other terms and conditions of RFP #2026-005P remain unchanged.

Please sign and return by E-Mail (See Below)

Open Sky Productions LLC

Company

Bjones

Signature

11/17/25

Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081



OPEN SKY

DRONE LIGHT SHOWS

Request for Proposals

Date: December 12, 2025
 To: Ruidoso, NM (the "Client")
 Project Reference: Tree Lighting

Name: Open Sky Productions, LLC (the "Company")
 Address: 922 S 500 W, Salt Lake City, UT 84101
 State of Incorporation: Utah
 Additional Hubs of Operation: Georgia, Arizona, California
 Website: www.openskypro.com
 Phone: 801-996-4857 / 678-884-4972 (Brittany)
 Contact: Brittany Jones
 Email: brittany@openskypro.com

1) Key Show Information:

a) Drone Show

- i) Show Date: 2026 Events
- ii) Proposed Drone Count: 150-500 drones
- iii) Show Length: 13-13:30 minutes
- iv) Show Design: Show design with 17-22 animations (4 custom + 3 sponsor logos included)
- v) Music Soundtrack: Custom soundtrack synchronized to the show design
- vi) Launch Time: As directed by Client
- vii) Venue: White Mountain Recreation Complex

b) Show Pricing with Options:

Option 1 - Single Show - Standard Length Show - up to 13:30 minutes total - **Standard pricing rates**

- i) \$19,000 - 150 drones
- ii) \$25,000 - 200 drones
- iii) \$30,000 - 250 drones
- iv) \$35,000 - 300 drones
- v) \$50,000 - 500 drones

Option 2 - Single Show - Standard Length Show - up to 13:30 minutes total - **Peak pricing rates - Independence Day**

- vi) \$45,000 - 150 drones
- vii) \$60,000 - 200 drones
- viii) \$75,000 - 250 drones
- ix) \$90,000 - 300 drones
- x) \$150,000 - 500 drones

- c) Included Services: The proposed budget for each show size are all inclusive of planning and production services required for a successful drone light show.

- i) FAA waiver and required flight authorizations or notifications
- ii) Show planning kickoff meeting
- iii) Event planning coordination and COIs
- iv) In-person or virtual site walkthrough
- v) Standard show design approved by Client
- vi) Draft video rendering of show
- vii) Programmed music soundtrack
- viii) Set up, flight, and dismantle of equipment - no on-site power is required
- ix) Price is inclusive of permits, travel, freight, lodging and meals

2) Company Information:

a) Relevant Experience:

- i) Founded in 2021, Open Sky Productions brings imagination to life through awe-inspiring drone light displays across the USA. Our mission is to deliver professional, unique, and memorable experiences for our clients and their audience. Collectively our founders have spent over 30 years leading and growing companies in the events, entertainment, and technology industries. The Company has flown over 250 drone light shows across the country in the last 12 months for cities, universities, public companies, and private events. Our drone light shows typically range between 100-500 drones with a 10-25 min flight time.

b) Industry Experience:

- i) Open Sky Productions specializes in drone light shows in the Southwest and Mountain West areas of the United States. We have flown over 320 shows in the last 24 months with about half of the shows being flown for cities and public events. We purchased our drone hardware and software from US based manufacturer Verge Inc. The Verge platform offers an integrated solution without the need for additional plug-ins from foreign based companies and provides real-time support to our pilots during shows (when needed). We have a flawless safety record with no injuries or NTSB investigations.
- ii) Drone Certifications: Our pilots have completed a three day certification course by Verge, have passed the FAA Part 107 remote pilot exam, and hold a current UAS remote pilot's license. Our crew members have received training as visual observers to maintain and enforce FAA safety protocols before, during and after our light shows. Pilot licenses and training certificates are available upon further request.

c) Adverse Actions/Potential Impact:

- i) Open Sky is not currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgements or other action that could adversely impact our ability to provide the required RFP needs.

d) Key Personnel:

- i) Brittany Jones - Account Executive
 - (1) Anticipated Involvement: show design discussions, site walkthrough & planning, onsite show production coordination, drone show co-pilot
- ii) Evan Petrie - Chief Pilot
 - (1) Anticipated Involvement: FAA coordination and authorization requests, onsite show production

coordination, drone show pilot

iii) Design Team

- (1) Our design team consists of 4 full-time employees that contribute to each show and a design project manager.

iv) Production Crew

- (1) The drone crew consists of a mix of full-time seasonal employees and contracted production crew for each event. Each crew member is trained as a visual observer to support FAA compliance and safety during our shows.

v) Drone Pilots

- (1) We have 4 additional drone show pilots that have each flown dozens of shows over the last year.

e) References - all references have been requested to fill out Appendix E

- i) Columbia Fireflies - Brad Shank - bshank@columbiafireflies.com
- ii) Buckeye, AZ - Kimberly Anderson - kanderson@buckeyeaz.gov
- iii) Henry County - Katrina Wagoner - kwagoner@co.henry.ga.us

3) Event Information and Resources:

a) Show Design Process:

- i) A design kickoff meeting will be scheduled to discuss the relevant themes and possible designs. Design ideas are captured on a storyboard that will serve as the template for show programming. Typically each animation will take 30-45 seconds to complete when factoring in the transition times ([Example](#)). Letters within a drone show will take 10 or more drones to be legible.
- ii) Locally relevant content is also encouraged and will be discussed in collaboration with the City. Initial ideas include mountain landscapes, state outline, state flag, local landmarks, cultural heritage and the City logo.. We also will add in patriotic themes that bring the excitement of July 4th ([Example](#)).
- iii) Show designs can be scaled up and down based on the drone count of the show. ([Example](#)).

iv) Content Examples

- (1) [Sahuarita Winterfest Show Highlights](#) (150 drones) - Transitions into fireworks finale
- (2) [Sahuarita Fiesta 2024 Recap Video](#) (200 drones)
- (3) Sahuarita Independence Day Pyro Drones (200) ([Pyro Highlights](#))
- (4) APRA Western Night Show (200 drones) ([Video Render](#), [Highlights](#), [Light Painting](#))
- (5) Stadium of Fire July 4th Show (200 drones) ([Highlights](#))
- (6) Six Flags Discovery Kingdom (200 drones) ([Full Show](#), [Recap](#), [Highlights](#))
- (7) [Drone Count Design Comparison](#)

b) Drone Show Site Information:

- i) Launch area requirements:
 - (1) 200 drones: 5,000 sqft, plan to launch from a flat surface
- ii) Optimal viewing distance for each show:
 - (1) The best view will be within 1500 feet of the show.

iii) The drone flight area will take up the area identified on RFP

- (1) Show design adjustments are made to ensure the drones fly within the available space
- (2) The software contains geofence parameters to prevent drones leaving the safety flight area
- (3) The show flight area will be clear of spectators and non-show personnel
- (4) Open Sky Crew will consist of 4-5 members to ensure a safe flight of the show

c) Required Certifications: The company possesses the required FAA Part 107 waiver for swarm drone light shows. Our operators are certified UAS pilots and have each flown dozens of shows on the Verge flight system. The Company's approved Part 107 waiver reference number is 107W-2025-00276.

d) Required Insurance Coverage: Certificates of Insurance can be provided for the following policies maintained by the company. The Client can be added as an additional insured if requested.

- i) General Aviation Liability Insurance: \$5,000,000
- ii) General Liability Insurance: \$5,000,000
- iii) Workers Compensation Insurance: \$1,000,000
- iv) Automobile Insurance: \$2,000,000

For and on Behalf of
Open Sky Productions, LLC

Brittany Jones

Authorized Signature

Name: Brittany Jones

Title: Account Executive

Date: 12/12/2025

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 15.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: January 6, 2026

Re: Discussion on Adoption of Resolution 2026-06, a Resolution Approving the Acquisition of Real Property Located in the Village of Ruidoso, Lincoln County, New Mexico Tracts 1, 2, 3, 8 and 9, H.F. Investors Tract for the Use of Work Force Housing, in the Amount of \$785,000.00.

Item Summary:

Discussion on Adoption of Resolution 2026-06, a Resolution Approving the Acquisition of Real Property Located in the Village of Ruidoso, Lincoln County, New Mexico Tracts 1, 2, 3, 8 and 9, H.F. Investors Tract for the Use of Work Force Housing, in the Amount of \$785,000.00.

Financial Impact:

Purchase will be paid out of Legislative Appropriation #25-J2491-3, \$5,374,500 that is restricted to Affordable Housing. Grant will be recorded in the General Capital Improvements Project Fund (#320).

Item Discussion:

Adoption of Resolution 2026-06, a Resolution Approving the Acquisition of Real Property Located in the Village of Ruidoso, Lincoln County, New Mexico Tracts 1, 2, 3, 8 and 9, H.F. Investors Tract for the Use of Work Force Housing, in the Amount of \$785,000.00.

Recommendations:

To Discuss Adoption of Resolution 2026-06, a Resolution Approving the Acquisition of Real Property Located in the Village of Ruidoso, Lincoln County, New Mexico Tracts 1, 2, 3, 8 and 9, H.F. Investors Tract for the Use of Work Force Housing, in the Amount of \$785,000.00.

ATTACHMENTS:

[Resolution for Acquisition of Real Property 2026-06.pdf](#)

**VILLAGE OF RUIDOSO
RESOLUTION 2026-06**

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

WHEREAS, at its regular meeting on January 13, 2026 the Governing Body of the Village of Ruidoso approved the purchase of real property located in Lincoln County, New Mexico and described as:

Tracts 1, 2, 3, 8 and 9, H. F. INVESTORS TRACT, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on January 4, 1984, in Cabinet D, Slide No. 177.

(hereinafter referred to as “the Property”); and

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

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

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

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

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

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

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini Turri, Village Clerk