VILLAGE OF RUIDOSO

AGENDA INDEX
SPECIAL MEETING
JULY 30, 2026 AT 9:00 AM

313 Cree Meadows Dr. Ruidoso NM,88345

NOTICE OF SPECIAL MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Thursday, July 30, 2026, at 9:00 a.m. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER

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

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

ROLL CALL

AGENDA ITEMS

1. Presentation of Results of the 2026 Village of Ruidoso Summer Intern Program Group Project, "The Visitor Experience".

2. Discussion and Possible Action on Adoption of Resolution 2026-156, a Resolution Amending the Fiscal Year 2026 Budget (Quarter Ending June 30, 2026) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

3. Discussion and Possible Action on Proposal from Rymarc Construction, Inc., for the Ruidoso Convention Center Men's/Women's Plumbing Repairs to Remove and Replace Iron Piping with PVC Piping, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $263,597.30 Including NMGRT.

4. Discussion and Possible Action on Adoption of Resolution 2026-154, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Skid Steer (Compact Track Loader) Utilizing Sourcewell Price Agreement #011723-CAT in the Amount of $144,500.00.

5. Discussion and Possible Action on Adoption of Resolution 2026-155, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Vibratory Compactor Roller Utilizing Sourcewell Price Agreement #011723-CAT in the amount of $189,000.00.

6. Discussion and Possible Action on Award of RFP #2027-001P to First Place Leasing, Inc. for Property Management Services.

7. Discussion and Possible Action on Agreement between the Village of Ruidoso and First Place Leasing, Inc., for Property Management Services Awarded through RFP #2027-001P.

8. Discussion and Possible Action on Professional Services Agreement with the Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of $46,000.00

9. Discussion and Possible Action on Adoption of Resolution 2026-157, a Resolution Providing for the Repeal of Resolution 2026-29, Adopted by the Governing Body on the 27th of April 2026.

10. Discussion and Possible Action on Adoption of Resolution 2026-158, a Resolution Finding the Property Located at 108 Grindstone Canyon Road, Ruidoso, New Mexico, a Public Nuisance.

11. Discussion and Possible Action on Adoption of Resolution 2026-159, a Resolution Providing for the Repeal of Resolution 2026-147, Adopted by the Governing Body on the 24th of June 2026 and Finding the Property Located at 662 Sudderth Drive, Ruidoso, New Mexico, a Public Nuisance.

CLOSED SESSION

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

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

ADJOURN

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2026-01. 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.

Posted July 27, 2026 8:30 a.m.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: July 30, 2026

Re: Presentation of Results of the 2026 Village of Ruidoso Summer Intern Program Group Project, "The Visitor Experience".

Item Summary:

Presentation of Results of the 2026 Village of Ruidoso Summer Intern Program Group Project, "The Visitor Experience".

Financial Impact:

None

Item Discussion:

The 2026 Village of Ruidoso Summer Interns will present the results of their summer group project, "The Visitor Experience." As part of their internship, the group was challenged to evaluate one of the Village's most important priorities—tourism. Tourism continues to play a vital role in our local economy as the Village welcomes visitors for outdoor recreation, community events, and year-round attractions. The interns collaborated as a team to conduct research in the field, analyze their data, and develop recommendations that they will share with you today.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Madison Schlotfeldt, Assistant Finance Director

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-156, a Resolution Amending the Fiscal Year 2026 Budget (Quarter Ending June 30, 2026) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-156, a Resolution Amending the Fiscal Year 2026 Budget (Quarter Ending June 30, 2026) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Financial Impact:

The total increase to the Village's budget for all funds increased by $11,911,492. The budget increase is broken down as follows:
General Fund Transfers Out Increase $37,872
SGRT Fund Revenues Increase $5,829,399
SGRT Fund Budget Increase $7,058,521
Municipal Gas Tax Revenues Increase $303,329
Municipal Gas Tax Transfers In Increase $37,872
Municipal Gas Tax Budget Increase $341,204
Intergovernmental Grants Revenues Increase $2,932,000
Intergovernmental Grants Budget Increase $2,932,000
DWI Grants Budget Increase $13,337
Forestry Grants Transfers In Increase $166,933
General Capital Revenues Increase $4,080,659
General Capital Budget Increase $4,000,000
RJU Revenues Decrease $2,932,000
RJU Budget Decrease $2,932,000
SBRA Revenues Increase $157,000
SBRA Budget Increase $162,000
RWWTP Budget Increase $336,433

Item Discussion:

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

This revision encompasses all budget changes processed April 1, 2026 through June 30, 2026 (Quarter 4 of FY 2026). The DFA resolution report is due July 31, 2026. Attached is the schedule of all budget changes for all funds for the quarter ending June 30, 2026. This Resolution will serve as the FOURTH budget adjustment for FY 2026. The internal Finance Committee reviewed and recommended this budget adjustment for approval on July 28, 2026.

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

Recommendations:

To Approve Adoption of Resolution 2026-156, a Resolution Amending the Fiscal Year 2026 Budget (Quarter Ending June 30, 2026) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

ATTACHMENTS:

Resolution 2026-156 Unsigned.pdf
Resolution Report QTR4.pdf
Budget Change & Budget Recap Q4.pdf
FY 26 GF Rollforward Budget to Actual.pdf

VILLAGE OF RUIDOSO
RESOLUTION NO. R2026-156

A RESOLUTION AMENDING THE FISCAL YEAR 2026 BUDGET (QUARTER ENDING JUNE 30, 2026) FOR CERTAIN FUNDS AND APPLICATION TO THE LOCAL GOVERNMENT DIVISION OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE APPROVAL THEREOF:

WHEREAS, the Governing Body in and for the Village of Ruidoso, State of New Mexico has amended the budget for Fiscal Year 2026 (July 1, 2025 through June 30, 2026); and

WHEREAS, said budget amendment was developed on the basis of need and through cooperation and review with all elected officials, Village Manager, Finance Director, and Department Directors; and

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

WHEREAS, the official meeting for the review of said documents were duly advertised on July 27, 2026, in compliance with the State Open Meetings act; and

WHEREAS, it is the recommendation of the Internal Finance Committee (IFC) and the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for the close of the fourth quarter of FY 2026, ending June 30, 2026.

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

PASSED, APPROVED, AND ADOPTED on this 30th day of July 2026.

____
Lynn D. Crawford, Mayor

(SEAL)

Attest:

____
Yvonne Vigil, Village Clerk

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: Village of Ruidoso
FISCAL YEAR: 2025-2026 QTR 4
DFA Resolution Number: ____________

(A) ENTITY RESOLUTION NUMBER	(B) ENTITY FUND	DFA FUND	FUND NAME		(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2026-156	101	101	GENERAL FUND	40	TRANSFERS OUT	($7,702,797)	($37,872)	($7,740,669)	TNSFR to STREETS(218) $37,872 for VOR match for NMDOT Grants and Paver Rental
2026-156	202	202	SGRT	10	REVENUE	$13,893,322	$5,829,399	$19,722,721	ADJ Revenues to Actual; State Grants $4,644,000 ; Interest on Investments $446,000; Bond/Loan Proceeds $516,000. OSE Grant for Alto Lake Dam $223,399
2026-156	202	202	SGRT	30	EXPINDETURES	$18,494,104	$7,058,521	$25,552,625	ADJ Expenses to Actual; SGRT Projects/Construction $5,414,151; Water Systems Projects $421,747; Loan Payments-Principal $728,610. Move I&I Study $13,529. Add OSE Grant for Alto Lake Dam $223,399. River Well Eagle Creek SMA $63,800. Move Water Reporting Assistance $193,285
2026-156	216	216	MUNICIPAL GAS TAX	10	REVENUES	$603,727	$303,329	$907,056	NMDOT Grant and Paver Rental $303,329.00
2026-156	216	216	MUNICIPAL GAS TAX	20	TRANSFERS IN	$2,802,082	$37,872	$2,839,954	TRNSFER form GF(101) NMDOT Grant and Paver Rental VOR Match $37,872
2026-156	216	216	MUNICIPAL GAS TAX	30	EXPENDITURES	$3,546,581	$341,201	$3,887,782	NMDOT Grant and Paver Rental $341,201
2026-156	218	218	INTERGOV'TAL GRANTS	10	REVENUES	$5,711,776	$2,932,000	$8,643,776	TNSFR from RJU (502) move unexpended grant funds. RIP $500l, LEG APPROP 25-J2490-3 UC H2O Line $932K, LEG APPROP 25-J2490-1 Sewer Lines $1.5m
2026-156	218	218	INTERGOV'TAL GRANTS	30	EXPENDITURES	$5,710,321	$2,932,000	$8,642,321	TNSFR from RJU (502) move unexpended grant funds.RIP $500l, LEG APPROP 25-J2490-3 UC H2O Line $932K, LEG APPROP 25-J2490-1 Sewer Lines $1.5m
2026-156	223	223	DWI GRANT	30	EXPENDITURES	$243,398	$13,337	$256,735	DWI FY26 Close out & FY25 Reversion $13,337
2026-156	297	297	FORESTRY GRANT	20	TRANSFERS IN	$0	$166,933	$166,933	TNSFR from GF (101) FY26 Thinning Grant (Pending Reimbursement, will be reimbursed to GF) $166,933.31
2026-156	320	320	GENERAL CAPITAL	10	REVENUES	$2,250,000	$4,080,659	$6,330,659	Colonias grant for streets
2026-156	320	320	GENERAL CAPITAL	30	EXPENDITURES	$4,725,078	$4,000,000	$8,725,078	Colonias grant for streets
2026-156	502	502	RJU	10	REVENUES	$13,558,867	($2,932,000)	$10,626,867	TNSFR to Intergov Grants (218) move unexpended grant funds. RIP $500l, LEG APPROP 25-J2490-3 UC H2O Line $932K, LEG APPROP 25-J2490-1 Sewer Lines $1.5m
2026-156	502	502	RJU	30	EXPENDITURES	$13,402,774	($2,932,000)	$10,470,774	TNSFR to Intergov Grants (218) move unexpended grant funds. RIP $500l, LEG APPROP 25-J2490-3 UC H2O Line $932K, LEG APPROP 25-J2490-1 Sewer Lines $1.5m
2026-156	503	503	SBRA	10	REVENUES	$4,184,115	$157,000	$4,341,115	State Aviation Grant COM AIR SVS BLDG $12,000; State Aviation Grant AWOS System $145.000
2026-156	503	503	SBRA	30	EXPENDITURES	$4,999,311	$162,000	$5,161,311	State Aviation Grant COM AIR SVS BLDG $12,000; State Aviation Grant AWOS System $150,000
2026-156	510	510	RWWTP	30	EXPENDITURES	$12,442,133	$336,433	$12,778,566	Manhole Repair Project Hwy 70 $74,300 (Cost to actual); Gavilan Sewer Project $262,133
						$98,864,792	**$22,448,812**	**$121,313,604**	
					RECAP:				
					Total REVENUE Adjustment	$40,201,807	$10,370,387	$50,572,194	
					Total TRANSFER IN Adjustment	$2,802,082	$204,805	$3,006,887	
					Total EXPENDITURE Adjustment	$63,563,700	$11,911,492	$75,475,192	
					Total TRANSFER OUT Adjustment	($7,702,797)	($37,872)	($7,740,669)	
						$98,864,792	**$22,448,812**	**$121,313,604**	

ATTEST: ______________________________

Yvonne Vigil, Village Clerk **(Date)**

____

Lynn D. Crawford, Mayor **(Date)**

VILLAGE OF RUIDOSO

BUDGET CHANGES BETWEEN ADOPTED AND PROPOSED

BYE 06/30/26

FUND	FUND #	BUDGET	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	EXCESS OF REV OVER EXP
General Fund	101	Q4	$ 22,105,947	$ 2,327,305	$ 24,061,051	$ 7,740,669	$ (7,368,468)
General Fund	101	Q3	22,105,947	2,327,305	24,061,051	7,702,797	(7,330,596)
Difference Between Budgets			-	-	-	***37,872***	***(37,872)***
SGRT	202	Q4	19,722,721	-	25,552,625	465,000	(6,294,904)
SGRT	202	Q3	13,893,322	-	18,494,104	465,000	(5,065,782)
Difference Between Budgets			***5,829,399***	-	***7,058,521***	-	***(1,229,122)***
Municipal Gas Tax	216	Q4	907,056	2,839,954	3,887,782	-	(140,772)
Municipal Gas Tax	216	Q3	603,727	2,802,082	3,546,581	-	(140,772)
Difference Between Budgets			***303,329***	***37,872***	***341,201***	-	-
Intergovernmental Grants	218	Q4	8,643,776	300	8,642,321	133,055	(131,300)
Intergovernmental Grants	218	Q3	5,711,776	300	5,710,321	133,055	(131,300)
Difference Between Budgets			***2,932,000***	-	***2,932,000***	-	-
DWI Grant	223	Q4	243,398	-	256,735	-	(13,337)
DWI Grant	223	Q3	243,398	-	243,398	-	-
Difference Between Budgets			-	-	***13,337***	-	***(13,337)***
Forestry Grants	297	Q4	1,250,000	166,933	1,250,000	-	166,933
Forestry Grants	297	Q3	1,250,000	-	1,250,000	-	-
Difference Between Budgets			-	***166,933***	-	-	***166,933***
General Capital	320	Q4	6,330,659	544,760	8,725,078	-	(1,849,659)
General Capital	320	Q3	2,250,000	544,760	4,725,078	-	(1,930,318)
Difference Between Budgets			***4,080,659***	-	***4,000,000***	-	***80,659***
RJU	502	Q4	10,626,867	31,300	10,470,774	722,500	(535,107)
RJU	502	Q3	13,558,867	31,300	13,402,774	722,500	(535,107)
Difference Between Budgets			***(2,932,000)***	-	***(2,932,000)***	-	-
Airport	503	Q4	4,341,115	776,590	5,161,311	-	(43,606)
Airport	503	Q3	4,184,115	776,590	4,999,311	-	(38,606)
Difference Between Budgets			***157,000***	-	***162,000***	-	***(5,000)***
RWWTP	510	Q4	11,907,466	-	12,778,566	2,327,196	(3,198,296)
RWWTP	510	Q3	11,907,466	-	12,442,133	2,327,196	(2,861,863)
Difference Between Budgets			-	-	***336,433***	-	***(336,433)***
TOTAL VOR		Q4	139,279,563	18,369,558	172,830,907	18,202,625	(33,384,411)
TOTAL VOR		Q3	128,909,176	18,164,753	160,919,415	18,164,753	(32,010,239)
Difference Between Budgets			**$ 10,370,387**	**$ 204,805**	**$ 11,911,492**	**$ 37,872**	**$ (1,374,172)**

FUND #	FUND NAME	DEPT#	REVENUES	TRANSFERS IN	TOTAL REVENUES	PERSONNEL	SUPPLIES	SERVICES	DEBT SERVICE	TOTAL OPERATIONS (SUP+SVS+DS)	C/O	SUBTOTAL	TRANSFERS OUT	TOTAL EXPENDITURES	NET	CASH	NET TRANSFERS
GENERAL FUND																	
101	GENERAL FUND	000	22,105,947	2,327,305	24,433,252	-	-	-	-	-	-	-	-	-	24,433,252		-
101	Legislative	010	-	-	-	214,630	162,093	336,167	-	498,260	-	712,890	-	712,890	(712,890)		-
101	Village Clerk	012	-	-	-	213,380	54,250	49,390	-	103,640	25,700	342,720	-	342,720	(342,720)		-
101	Administration	015	-	-	-	463,110	93,489	121,573	-	215,062	-	678,172	-	678,172	(678,172)		-
101	Tourism	016	-	-	-	127,370	12,265	6,505	-	18,770	-	146,140	-	146,140	(146,140)		
101	Judicial	020	-	-	-	261,080	3,950	17,100	-	21,050	-	282,130	-	282,130	(282,130)		-
101	Finance	030	-	-	-	563,340	12,036	152,755	-	164,791	-	728,131	-	728,131	(728,131)		-
101	Human Resources	031	-	-	-	439,390	66,950	264,415	-	331,365	-	770,755	-	770,755	(770,755)		-
101	Police	040	-	-	-	3,087,180	222,338	278,846	-	501,184	260,735	3,849,099	-	3,849,099	(3,849,099)		-
101	Police - Administration	045	-	-	-	567,290	-	-	-	-	-	567,290	-	567,290	(567,290)		-
101	Consolidated Dispatch	047	-	-	-	973,450	25,000	166,074	-	191,074	-	1,164,524	-	1,164,524	(1,164,524)		-
101	Fire	050	-	-	-	3,056,140	301,315	221,800	-	523,115	300,000	3,879,255	-	3,879,255	(3,879,255)		-
101	EMS	051	-	-	-	128,740	77,970	89,000	-	166,970	50,000	345,710	-	345,710	(345,710)		-
101	Planning and Zoning	070	-	-	-	722,140	49,020	870,769	-	919,789	100,000	1,741,929	-	1,741,929	(1,741,929)		-
101	Snow Removal	080	-	-	-	-	27,032	198,422	-	225,454	-	225,454	-	225,454	(225,454)		-
101	Senior Citizens	090	-	-	-	215,600	58,221	19,846	-	78,067	-	293,667	-	293,667	(293,667)		-
101	Library	100	-	-	-	430,100	80,900	34,210	-	115,110	-	545,210	-	545,210	(545,210)		-
101	Purchasing	132	-	-	-	313,100	13,100	12,180	-	25,280	210,000	548,380	-	548,380	(548,380)		-
101	Information Technology	133	-	-	-	69,280	379,711	422,898	-	802,609	43,311	915,200	-	915,200	(915,200)		-
101	Swimming Pool	150	-	-	-	73,390	84,600	36,600	-	121,200	-	194,590	-	194,590	(194,590)		-
101	Parks and Recreation	155	-	-	-	1,994,600	714,082	417,250	-	1,131,332	327,345	3,453,277	-	3,453,277	(3,453,277)		-
101	Horton Complex	157	-	-	-	-	27,570	17,500	-	45,070	-	45,070	-	45,070	(45,070)		-
101	Cemetary	180	-	-	-	-	500	10,000	-	10,500	-	10,500	-	10,500	(10,500)		-
101	Cemetary - GV	181	-	-	-	-	-	10,000	-	10,000	-	10,000	-	10,000	(10,000)	RESERVE	-
101	Convention Center	391	-	-	-	412,600	145,972	81,310	-	227,282	523,435	1,163,317	-	1,163,317	(1,163,317)	$ 1,924,884	-
101	Wingfield House	395	-	-	-	179,900	37,600	24,616	-	62,216	35,000	277,116	-	277,116	(277,116)		-
101	Special Activities	791	-	-	-	-	-	1,170,525	-	1,170,525	-	1,170,525	-	1,170,525	(1,170,525)		-
101	Transfers Out	920	-	-	-	-	-	-	-	-	-	-	7,740,669	7,740,669	(7,740,669)		-
101	***SUBTOTAL General Fund***		***22,105,947***	***2,327,305***	***24,433,252***	***14,505,810***	***2,649,964***	***5,029,751***	***-***	***7,679,715***	***1,875,526***	***24,061,051***	***7,740,669***	***31,801,720***	***(7,368,468)***	***-***	***(5,413,364)***
SPECIAL REVENUE FUNDS																	
202	SGRT	2XX	19,722,721	-	19,722,721	-	332,280	3,300,592	1,889,558	5,522,430	20,030,195	25,552,625	465,000	26,017,625	(6,294,904)	-	(465,000)
206	EMS	135	132,370	-	132,370	-	30,307	1,987	-	32,294	67,706	100,000	-	100,000	32,370	-	-
207	CERF	204	-	-	-	-	3,709	-	-	3,709	314,597	318,306	-	318,306	(318,306)	-	-
209	FIRE PROTECTION	140	1,194,995	1,502,424	2,697,419	-	276,790	-	-	276,790	3,301,328	3,578,118	-	3,578,118	(880,699)	-	1,502,424
211	LEPF	430	161,521	-	161,521	-	106,865	41,364	-	148,229	63,943	212,172	-	212,172	(50,651)	-	-
212	LERF	040	21,562	-	21,562	21,562	-	-	-	-	-	21,562	-	21,562	-		-
213	SPECIAL LIBRARY	100	57,039	-	57,039	-	58,802	23,953	-	82,755	-	82,755	-	82,755	(25,716)	-	-
214	LODGERS' TAX	165	5,512,970	-	5,512,970	-	-	2,279,230	-	2,279,230	-	2,279,230	-	2,279,230	3,233,740	-	-
214	LODGERS' TAX	166	-	-	-	-	-	3,410,533	-	3,410,533	797,970	4,208,503	215,801	4,424,304	(4,424,304)	-	(215,801)
216	MUNICIPAL GAS TAX FUND	080	907,056	2,839,954	3,747,010	1,326,060	675,868	353,420	-	1,029,288	1,532,434	3,887,782	-	3,887,782	(140,772)	-	2,839,954
217	SPECIAL RECREATION	151	200,000	-	200,000	46,390	105,833	156,111	-	261,944	-	308,334	-	308,334	(108,334)	-	-
218	INTERGOVERNMENTAL GRANT	XXX	8,643,776	300	8,644,076	-	17,125	503,500	-	520,625	8,121,696	8,642,321	133,055	8,775,376	(131,300)	-	(132,755)
219	RSVP	091	141,449	-	141,449	86,600	21,521	33,328	-	54,849	-	141,449	-	141,449	-	-	-
220	MAGISTRATE COURT BUILDIN	025	425,592	-	425,592	-	21,800	-	-	21,800	-	21,800	370,250	392,050	33,542	-	(370,250)
223	DWI	437	243,398	-	243,398	-	7,958	248,777	-	256,735	-	256,735	-	256,735	(13,337)	-	-
297	FORESTRY GRANTS	XXX	1,250,000	166,933	1,416,933	-	-	1,250,000	-	1,250,000	-	1,250,000	-	1,250,000	166,933	-	166,933
CAPITAL PROJECT FUNDS																	

300	FEMA	XXX	27,187,507	7,652,061	34,839,568	-	264,769	9,626,829	-	9,891,598	16,285,224	26,176,822	-	26,176,822	8,662,746	-	7,652,061
302	GO BONDS	302	-	1,444,250	1,444,250	-	2,666,400	-	-	2,666,400	565,515	3,231,915	-	3,231,915	(1,787,665)	-	1,444,250
320	GCIP	302	6,330,659	544,760	6,875,419	-	-	-	-	-	8,725,078	8,725,078	-	8,725,078	(1,849,659)	-	544,760
DEBT SERVICE FUNDS																	
403	REVENUE BONDS	403	-	455,900	455,900	-	-	-	455,900	455,900	-	455,900	-	455,900	-	-	455,900
450	NMFA LOANS	403	1,502,424	485,301	1,987,725	-	-	-	485,301	485,301	-	485,301	1,502,424	1,987,725	-	-	(1,017,123)
495	DFA LOAN FUND	403	-	-	-	-	-	-	14,349,996	14,349,996	-	14,349,996	2,828,680	17,178,676	(17,178,676)	-	(2,828,680)
499	GO BOND FUND	403	2,571,756	-	2,571,756	-	-	-	1,146,585	1,146,585	-	1,146,585	1,444,250	2,590,835	(19,079)	-	(1,444,250)
ENTERPRISE FUNDS																	
502	UTILITY FUND	000	10,626,867	31,300	10,658,167	-	-	-	-	-	-	-	-	-	10,658,167	-	31,300
502	Water Billing	209	-	-	-	116,210	4,500	166,405	-	170,905	-	287,115	-	287,115	(287,115)	-	-
502	Water Production	210	-	-	-	1,128,310	888,636	674,688	-	1,563,324	217,536	2,909,170	519,820	3,428,990	(3,428,990)	-	(519,820)
502	Administration	212	-	-	-	405,290	56,210	488,027	-	544,237	-	949,527	-	949,527	(949,527)	-	-
502	Water Distribution	220	-	-	-	1,818,380	275,743	1,511,786	-	1,787,529	2,719,053	6,324,962	202,680	6,527,642	(6,527,642)	-	(202,680)
503	AIRPORT	170	4,341,115	776,590	5,117,705	635,790	949,529	1,201,281	-	2,150,810	2,374,711	5,161,311	-	5,161,311	(43,606)	-	776,590
507	AFFORDABLE HOUSING	521	5,646,618	500	5,647,118	-	-	-	500	500	6,317,745	6,318,245	-	6,318,245	(671,127)	-	500
508	AFFORDABLE HOUSING RENTA	521	250,000	-	250,000	-	5,800	40,000	-	45,800	-	45,800	500	46,300	203,700	-	(500)
510	RWWTP - JUB	410	960,816	-	960,816	935,940	1,152,092	1,221,905	-	2,373,997	7,073,077	10,383,014	69,410	10,452,424	(9,491,608)	-	(69,410)
510	Village of Ruidoso	411	10,946,650	-	10,946,650	-	-	20,000	1,046,870	1,066,870	1,328,682	2,395,552	2,257,786	4,653,338	6,293,312	-	(2,257,786)
522	SOLID WASTE	200	6,777,115	-	6,777,115	1,634,520	429,500	1,705,690	-	2,135,190	2,390,721	6,160,431	421,000	6,581,431	195,684	-	(421,000)
522	Forestry Services	201	-	-	-	575,520	37,945	88,567	-	126,512	123,588	825,620	-	825,620	(825,620)	-	-
537	RADIO STATION	537	5,000	141,980	146,980	70,750	36,650	39,580	-	76,230	-	146,980	-	146,980	-	-	141,980
INTERNAL SERVICE FUND																	
600	INTERNAL SERVICE		1,412,640	-	1,412,640	-	223,749	1,151,840	-	1,375,589	53,251	1,428,840	31,300	1,460,140	(47,500)		(31,300)
	SUBTOTAL Other Funds		*117,173,616*	*16,042,253*	*133,215,869*	*8,801,322*	*8,650,381*	*29,539,393*	*19,374,710*	*57,564,484*	*82,404,050*	*148,769,856*	*10,461,956*	*159,231,812*	*(26,015,943)*	-	*5,580,297*
	TOTAL Village of Ruidoso		***139,279,563***	***18,369,558***	***157,649,121***	***23,307,132***	***11,300,345***	***34,569,144***	***19,374,710***	***65,244,199***	***84,279,576***	***172,830,907***	***18,202,625***	***191,033,532***	***(33,384,411)***	-	***166,933***
													166,933				
214	**LODGERS' TAX**		**5,512,970**	**-**	**5,512,970**	**-**	**-**	**5,689,763**	**-**	**5,689,763**	**797,970**	**6,487,733**	**215,801**	**6,703,534**	**(1,190,564)**	**-**	**(215,801)**
502	**JOINT UTILITY FUND**		**10,626,867**	**31,300**	**10,658,167**	**3,468,190**	**1,225,089**	**2,840,906**	**-**	**4,065,995**	**2,936,589**	**10,470,774**	**722,500**	**11,193,274**	**(535,107)**	**-**	**(691,200)**
510	**RWWTP FUND**		**11,907,466**	**-**	**11,907,466**	**935,940**	**1,152,092**	**1,241,905**	**1,046,870**	**4,376,807**	**8,401,759**	**12,778,566**	**2,327,196**	**15,105,762**	**(3,198,296)**	**-**	**(2,327,196)**
522	**SOLID WASTE FUND**		**6,777,115**	**-**	**6,777,115**	**2,210,040**	**467,445**	**1,794,257**	**-**	**2,261,702**	**2,514,309**	**6,986,051**	**421,000**	**7,407,051**	**(629,936)**	**-**	**(421,000)**

RECAP

	EXP	T/O	TTL
GEN	**24,061,051**	**7,740,669**	**31,801,720**
REV	**50,861,692**	**1,184,106**	**52,045,798**
CAP	**38,133,815**	**-**	**38,133,815**
DBT	**16,437,782**	**5,775,354**	**22,213,136**
ENT	**41,907,727**	**3,471,196**	**45,378,923**
ISF	**1,428,840**	**31,300**	**1,460,140**
VOR	**172,830,907**	**18,202,625**	**191,033,532**

VILLAGE OF RUIDOSO

FIVE YEAR GENERAL FUND PROJECTION

FOR THE YEARS ENDING JUNE 30TH

	FY 2021 (06/30/21)			FY 2022 (06/30/22)			FY 2023 (06/30/23) PERIOD 12			FY 2024 (06/30/24) PERIOD 12				FY 2025 (06/30/25) PERIOD 12			FY 2026 (06/30/26) PERIOD 12		
	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	O BUDGET	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE
REVENUES																			
Taxes	$ 8,009,267	$ 8,919,674	$ 910,407	$ 9,164,985	##########	$ 1,067,566	##########	##########	$ (443,668)	##########	$11,047,041	##########	$ 1,773,174	$11,495,142	$11,882,625	$ 387,483	$12,582,719	$12,607,164	$ 24,445
Intergovernmental	3,778,252	7,558,912	3,780,660	4,658,571	5,893,576	1,235,005	5,689,755	5,932,845	243,090	4,701,830	6,337,023	7,460,667	2,758,837	7,560,170	6,573,978	(986,192)	7,019,509	6,979,763	(39,746)
Licenses & Permits	336,000	503,540	167,540	334,200	526,973	192,773	422,000	570,986	148,986	512,000	512,000	588,430	76,430	517,000	579,016	62,016	778,000	697,252	(80,748)
Charges for Services	371,364	255,773	(115,591)	351,885	570,554	218,669	316,000	333,319	17,319	351,000	351,000	590,606	239,606	388,000	832,486	444,486	557,000	614,287	57,287
Fines and Forfeits	53,000	72,204	19,204	40,000	34,037	(5,963)	40,000	27,739	(12,261)	20,000	20,000	34,734	14,734	20,000	42,030	22,030	25,000	42,297	17,297
Interest	50,000	59,784	9,784	50,000	85,013	35,013	68,000	94,454	26,454	80,000	80,000	170,504	90,504	100,000	211,695	111,695	180,000	265,196	85,196
Miscellaneous	505,472	588,852	83,380	881,235	1,138,286	257,051	604,998	779,688	174,690	742,870	797,687	1,015,027	272,157	1,104,957	1,190,834	85,877	963,719	955,278	(8,441)
	13,103,355	**17,958,739**	**4,855,384**	**15,480,876**	**18,480,990**	**3,000,114**	**18,523,983**	**18,678,593**	**154,610**	**17,016,741**	**19,144,751**	**22,242,183**	**5,225,442**	**21,185,269**	**21,312,664**	**127,395**	**22,105,947**	**22,161,237**	**55,290**
EXPENDITURES																			
Personnel	9,644,062	9,002,308	641,754	10,392,381	9,842,101	550,280	12,714,040	11,422,174	1,291,866	13,132,360	13,156,964	12,459,572	672,788	14,796,121	13,478,422	1,317,699	14,505,810	14,020,024	485,786
Operations	4,863,108	3,219,014	1,644,094	6,589,568	4,090,065	2,499,503	7,793,341	5,892,296	1,901,045	5,045,930	6,688,904	4,934,294	111,636	6,703,774	5,699,643	1,004,131	7,679,715	6,043,757	1,635,958
Capital Outlay	448,395	269,829	178,566	805,321	426,806	378,515	1,335,649	1,036,152	299,497	770,000	1,071,559	950,159	(180,159)	3,280,838	2,304,247	976,591	1,875,526	1,314,517	561,009
	14,955,565	**12,491,151**	**2,464,414**	**17,787,270**	**14,358,972**	**3,428,298**	**21,843,030**	**18,350,622**	**3,492,408**	**18,948,290**	**20,917,427**	**18,344,025**	**604,265**	**24,780,733**	**21,482,312**	**3,298,421**	**24,061,051**	**21,378,298**	**2,682,753**
OVER/(UNDER) EXPENDITURES	**(1,852,210)**	**5,467,588**	**2,390,970**	**(2,306,394)**	**4,122,018**	**(428,184)**	**(3,319,047)**	**327,971**	**(3,337,798)**	**(1,931,549)**	**(1,772,676)**	**3,898,158**	**4,621,177**	**(3,595,464)**	**(169,648)**	**(3,171,026)**	**(1,955,104)**	**782,939**	**(2,627,463)**
OTHER FINANCING SOURCES																			
Designated Cash	1,784,915			7,003,209			5,535,740			3,558,942	5,224,825			6,245,357			7,368,468		
Bond Proceeds	-	-	-	-	-	-	-	-	-	-		-	-		-	-		-	-
Transfers IN	5,053,026	2,156,154	(2,896,872)	3,305,766	2,315,039	(990,727)	4,402,963	4,396,019	(6,944)	1,930,380	2,613,784	2,592,681	662,301	4,692,022	4,665,772	(26,250)	2,327,305	3,747,879	1,420,574
Transfers OUT	(4,985,731)	(4,860,691)	125,040	(8,002,581)	(7,466,614)	535,967	(6,619,656)	(4,721,836)	1,897,820	(3,557,773)	(6,065,933)	(4,899,328)	(1,341,555)	(7,341,915)	(4,974,011)	2,367,904	(7,740,669)	(4,623,346)	3,117,323
	1,852,210	**(2,704,537)**	**(2,771,832)**	**2,306,394**	**(5,151,575)**	**(454,760)**	**3,319,047**	**(325,817)**	**1,890,876**	**1,931,549**	**(3,452,149)**	**(2,306,647)**	**(679,254)**	**(2,649,893)**	**(308,239)**	**2,341,654**	**(5,413,364)**	**(875,467)**	**4,537,897**
NET REVENUES AND OTHER FINANCING SOURCES OVER/(UNDER)	**$ -**	**2,763,051**	**$ 4,547,966**	**$ -**	**(1,029,557)**	**$ 5,973,652**	**$ -**	**2,154**	**$ 5,537,894**	**$ -**	**$ -**	**1,591,511**	**$ 5,150,453**	**$ -**	**(477,887)**	**$ 5,767,470**	**$ -**	**(92,528)**	**$ 7,275,940**
CASH, BEGINING OF YEAR	**$ 3,116,539**	6,900,038	**$ 1,998,584**	**$ 362,444**	9,663,089	**$ 2,297,436**	**$ 161,692**	8,633,532	**$ 2,936,100**	**$ 2,141,700**	**$ 475,817**	8,635,686	**$ 2,935,044**	**$ 1,999,381**	10,227,197	**$ 1,982,459**	**$ 455,958**	9,749,310	**$ 1,924,884**
	AVAIL CASH		**RESERVE***	**AVAIL CASH**		**RESERVE***	**AVAIL CASH**		**RESERVE***	**AVAIL CASH**	**AVAIL CASH**		**RESERVE***	**AVAIL CASH**		**RESERVE***	**AVAIL CASH**		**RESERVE***
CASH, END OF YEAR		**$ 9,663,089**			**$ 8,633,532**			**$ 8,635,686**				**##########**			**$ 9,749,310**			**$ 9,656,782**	

* **State Law requires the Village maintain 1/12th (8%) of actual expenditures on reserve; Council's desires a reserve of 2/12ths (16%) due to the number of natural disasters within the last few years. JS 04/30/18**

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Bernadeen Herrera, Convention Center Manager
Madison Schlotfeldt, Staff Accountant

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Proposal from Rymarc Construction, Inc., for the Ruidoso Convention Center Men's/Women's Plumbing Repairs to Remove and Replace Iron Piping with PVC Piping, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $263,597.30 Including NMGRT.

Item Summary:

Discussion and Possible Action on Proposal from Rymarc Construction, Inc., for the Ruidoso Convention Center Men's/Women's Plumbing Repairs to Remove and Replace Iron Piping with PVC Piping, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $263,597.30 Including NMGRT.

Financial Impact:

The total amount for the project, including NMGRT is $263,597.30. Funding was approved by council for the FY 2027 out of 214-166-53000 (Lodgers Tax Non-Promotional).

Item Discussion:

This Project will Replace Outdated Iron Piping in the Convention Center Men's and Women's Restrooms with PVC Piping as well as Installing Updated Tiling to the Restroom.

Recommendations:

To Approve Proposal from Rymarc Construction, Inc., for the Ruidoso Convention Center Men's/Women's Plumbing Repairs to Remove and Replace Iron Piping with PVC Piping, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $263,597.30 Including NMGRT.

ATTACHMENTS:
Proposal cover Ruidoso Convention Center Plumbing Repairs.pdf

RYMARC CONSTRUCTION, INC.

3440 Princeton Drive NE
Albuquerque, NM 87107

Jul 8, 2026

Village Of Ruidoso
Attn: Bernadeen Herrera
111 Sierra Blanca Dr
Ruidoso, NM 88345

RE: Ruidoso Convention Center Men's/Women's Plumbing Repairs

Ms. Bernadeen Herrera,
Rymarc Construction, Inc. is pleased to quote you the following price to complete the work as discussed during our site visit and per the Scope of work.

Scope of Work: Mobilize all equipment, Materials and labor to complete project per site visit.

- Remove tiles, sheet rock, toilet/urinal partitions as required
- Saw Cut Concrete slab as required, demo slab and remove
- Remove fixtures as required
- Remove existing iron drain pipe
- Replace new iron pipe with Schedule 40 PVC and new fittings as required
- Secure new PVC piping as required
- Backfill trenches
- Install new concrete as required
- Install new sheet rock, tape texture as required
- Install new tile as required, (please note, existing tile is over 20 years old, will match tile as close as possible.)
- Clean up daily (and final clean-up when complete with project)
- We will work on one restroom at a time to minimize disruption

TOTAL $ 263,597.30 Includes O&H, Profit, Bonds and NMGRT

Please see the attached Construction cost estimate breakdown.
Should you require additional information or clarification of this quote, please contact me at our office at 505-361-1869.

Rymarc Construction, Inc has the NM GSD Purchasing Division-Statewide General Construction JOC **Price Agreement #30-00000-23-00070**, should you wish to run this project under that contract.
Vendor ID# 0000090374

Respectfully,

Bruce Lopez

Bruce Lopez,
President

Accepted by:

____
Name:

Rymarc Construction, Inc. Construction Cost Estimate Breakdown 7/8/2026

PROJECT: Village Of Ruidoso Convention Center Plumbing Repair

Statewide Price Agreement # 30-00000-23-00070-General Construction Services, Vendor ID# 0000090374

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Lump Sum	BARE TOTAL
1	**Mobilization/Demob**			-			-	**13,434.00**	13,434.00
2	**Labor**								
	Superintendent	50.00	160	8,000.00					8,000.00
	Experienced worker(4 @ 49.00 ea = 196.00)	196.00	400	78,400.00					78,400.00
	Laborer(3 @ 33.00 ea = 99.00)	99.00	400	39,600.00					39,600.00
				-					
3	**Equipment**								
	Trucks, Concrete Saws, Track Skid loader, Dump trailer, Impact tools, Porta-Potty			-	125.00	160	20,000.00		20,000.00
				-			-		
4	Hauling Disposal Demo material to Permitted Landfill			-			-	4,125.00	4,125.00
5	**MATERIALS**								
	Schedule 40 PVC pipe, Fittings, etc.							27,500.00	27,500.00
	Concrete							550.00	550.00
	Tile, sheet rock, thin set mortar, grout, primer and paint							6,895.00	6,895.00
	Total								**198,504.00**
							Overhead	**10%**	**19,850.40**
									218,354.40
							Profit	**10%**	**21,835.44**
									240,189.84
							Bonds	**1.44%**	**3,458.73**
									243,648.57
							Tax	**8.1875%**	**19,948.73**
								Total	**263,597.30**

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-154, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Skid Steer (Compact Track Loader) Utilizing Sourcewell Price Agreement #011723-CAT in the Amount of $144,500.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-154, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Skid Steer (Compact Track Loader) Utilizing Sourcewell Price Agreement #011723-CAT in the Amount of $144,500.00.

Financial Impact:

Council approved the financing of the equipment during budget session. Costs will come out of 216-080-52100. The monthly payments will be $2,412.55 and will come out of the street department's equipment rental line item.

Item Discussion:

The department will utilize the skid steer and it's various attachments for street department smaller projects and smaller jobs in the yard.
We will be able to use it in a variety of different ways : cleaning bar ditches, load trucks, move & load brush, move & load flood debris, unload shipments at yard, as well as patching street cuts, and moving culverts
the skid steer will be a good addition to the street department.

Recommendations:

To Approve Adoption of Resolution 2026-154, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Skid Steer (Compact Track Loader) Utilizing Sourcewell Price Agreement #011723-CAT in the Amount of $144,500.00.

ATTACHMENTS:
Resolution 2026-154.pdf

CAT Skid Steer Lease ID 545049.pdf

RESOLUTION

2026-154

WHEREAS, the laws of the State of New Mexico (the "State") authorize Village of Ruidoso New Mexico (the "Government 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 Village of Ruidoso and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the Village of Ruidoso wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services 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 Village of Ruidoso 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 Village of Ruidoso enters into the Agreement with Caterpillar and the Agreement is adopted as a binding obligation of the Village of Ruidoso; and that changes may later be made to the Agreement if the changes are approved by the Village of Ruidoso Counsel or members of the governing body of the Village of Ruidoso 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 officer of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED BY THE Governing Body of the Village of Ruidoso at its meeting held __July 30, 2026.__

____

Lynn D. Crawford, Mayor

ATTEST:

____

Yvonne Vigil, Village Clerk

(SEAL)

LET'S 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.

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- Make a payment or set up auto-pay
- View your signed documents
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- Request a payoff quote
- Submit an online credit application
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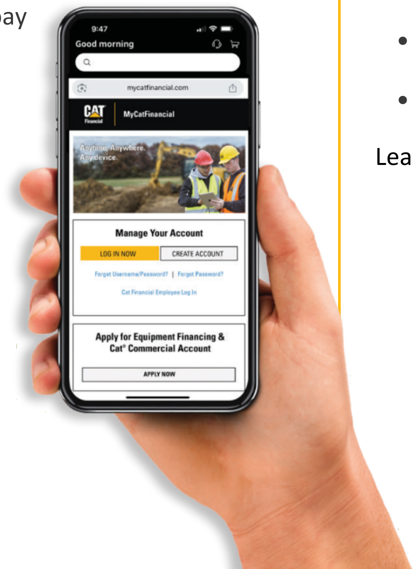

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PREVENTING FRAUD TOGETHER
Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by visiting our website.

[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.

Document Checklist – Governmental Lease

CAT Financial

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 001-70231300
Transaction Number: 5098724
Comments:

Date: 07/20/2026
Time: 02:19:26 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.

CAT Financial

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 2026 Caterpillar 265-05 Compact Track Loader	KR417740	SEE ATTACHMENT	$21,840.00	_________________

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 100647, PASADENA, CA 91189-0647 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 4.990% 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. **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 ____

Purchase Agreement
Contract Number 001-70231300

CAT Financial

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) 265-05 CATERPILLAR Compact Track Loader	KR417740		$	$144,500.00

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

Subtotal	**$144,500.00**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$144,500.00**

Unit(s) Delivery Point:
200 CLOSE RD
RUIDOSO, NM 88345

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature ______________________________

Name (Print) ______________________________

Title ______________________________

Date ______________________________

WAGNER EQUIPMENT CO.

Signature ______________________________

Name (Print) ______________________________

Title ______________________________

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 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

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 60	______________________	$2,412.55
61	______________________	$21,840.00

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 001-70231300) (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

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.

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

100 YEARS CATERPILLAR

*Less late payments and fees

CAT Financial

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Data and Privacy. Caterpillar's Global Data Privacy Statement ("**Privacy Statement**") describes how Caterpillar collects, processes, and shares information that relates to an identified or identifiable individual ("**Personal Information**") and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By transmitting, facilitating, or otherwise providing information in connection with any insurance-related inquiry, request, quote, or application, or by acceptance of an insurance policy, you acknowledge and agree: (1) that you have received and reviewed the Privacy Statement online at https://www.caterpillar.com/dataprivacy and the Data Governance Statement online at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) to the extent that you provide any information to Caterpillar Insurance Company or its affiliates that relates to another individual, you will only do so in accordance with all applicable laws and that you will provide such individual access to or provide them with a copy of the Privacy Statement and Data Governance Statement. You may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

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: $500
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	2026	265-05	Caterpillar Compact Track Loader	KR417740	NM	$144,500.00	$9,795.00	$184.80

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $9,795.00, which is $1959.00 per year based upon the total equipment value of $144,500.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $184.80 per scheduled equipment payment. The finance charge is calculated at 4.990% 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 $1959.00 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 Commercial Account.

☐ I will pay by Cat Commercial 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 - 70231300 on your check.

☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name Cat Commercial Account 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: 001-70231300

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. 265-05	2026 Caterpillar Compact Track Loader	KR417740		$144,500.00

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 VERIFICATION
Contract Number 001-70231300

CAT Financial

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:	200 CLOSE RD	
	RUIDOSO, NM, 88345	
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

Account Name (exactly as it appears on Check)

Routing Number

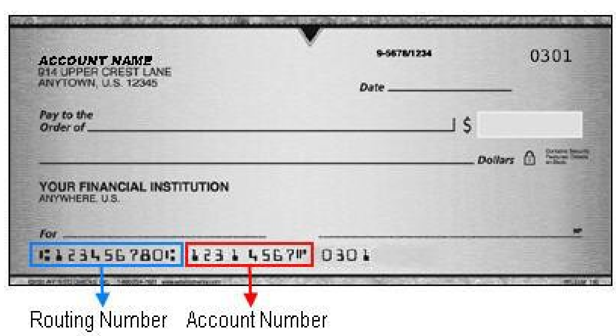
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



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

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-155, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Vibratory Compactor Roller Utilizing Sourcewell Price Agreement #011723-CAT in the amount of $189,000.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-155, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Vibratory Compactor Roller Utilizing Sourcewell Price Agreement #011723-CAT in the amount of $189,000.00.

Financial Impact:

Council approved of lease of equipment during budgeting process. Costs will come out of 216-080-52100. The monthly payments will be $2,887.35

Item Discussion:

The Street Dept. will be replacing the 20 year old roller that has been declining mechanically over the last few years. The roller is highly utilized during paving projects and used for road maintenance work throughout the village. The department will keep the old roller as a backup when needed.

Recommendations:

To Approve Adoption of Resolution 2026-155, a Resolution for Commitment to the Lease-Purchase Agreement of a 2026 Caterpillar Vibratory Compactor Roller Utilizing Sourcewell Price Agreement #011723-CAT in the amount of $189,000.00.

ATTACHMENTS:
Resolution 2026-155.pdf
CAT Roller Lease ID 544139.pdf

RESOLUTION

2026-155

WHEREAS, the laws of the State of New Mexico (the "State") authorize Village of Ruidoso New Mexico (the "Government 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 Village of Ruidoso and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the Village of Ruidoso wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services 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 Village of Ruidoso 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 Village of Ruidoso enters into the Agreement with Caterpillar and the Agreement is adopted as a binding obligation of the Village of Ruidoso; and that changes may later be made to the Agreement if the changes are approved by the Village of Ruidoso Counsel or members of the governing body of the Village of Ruidoso 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 officer of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED BY THE Governing Body of the Village of Ruidoso at its meeting held __July 30, 2026.__

____

Lynn D. Crawford, Mayor

ATTEST:

____

Yvonne Vigil, Village Clerk

(SEAL)

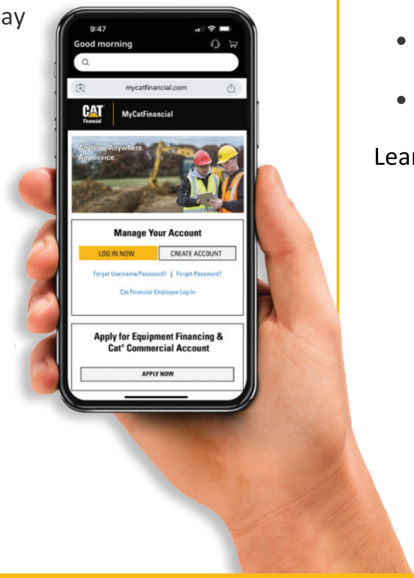
LET'S GET STARTED.

- ☐ 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® Commercial 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® COMMERCIAL ACCOUNT – THE ESSENTIALS YOU NEED. WITH THE FLEXIBILITY YOU WANT.

The Cat Commercial 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 rewards on every qualifying purchase[2]

Learn more at cat.com/commercialaccount.

DISCOVER DIGITAL TOOLS

CAT CENTRAL APP

FULL CONTROL OF YOUR EQUIPMENT
IN THE PALM OF YOUR HAND

PURCHASE PARTS 24/7

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VISIONLINK® APP

MONITORS EQUIPMENT USAGE

RECEIVES FAILURE CODES

SCHEDULES MAINTENANCE

LEARN MORE

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.

Document Checklist – Governmental Lease

CAT Financial

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 001-70231296
Transaction Number: 5098776
Comments:

Date: 07/20/2026
Time: 02:35:49 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.

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70231296

CAT Financial

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 2026 Caterpillar CS11GC Vibratory Compactor	6G203854	SEE ATTACHMENT	$46,640.00	________________

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 100647, PASADENA, CA 91189-0647 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 4.990% 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. **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	______________________________

CAT Financial

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 ____

Purchase Agreement
Contract Number 001-70231296

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) CS11GC CATERPILLAR Vibratory Compactor	6G203854		$	$189,000.00

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

Subtotal	**$189,000.00**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$189,000.00**

Unit(s) Delivery Point:
200 CLOSE RD
RUIDOSO, NM 88345

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature ____________________________

Name (Print) ____________________________

Title ____________________________

Date ____________________________

WAGNER EQUIPMENT CO.

Signature ____________________________

Name (Print) ____________________________

Title ____________________________

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 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.

Payment Schedule
Contract Number 001-70231296

1. PARTIES

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

2. PAYMENT SCHEDULE

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 60	______________________	$2,887.35
61	______________________	$46,640.00

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 001-70231296) (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

CAT Financial

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Data and Privacy. Caterpillar's Global Data Privacy Statement ("**Privacy Statement**") describes how Caterpillar collects, processes, and shares information that relates to an identified or identifiable individual ("**Personal Information**") and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By transmitting, facilitating, or otherwise providing information in connection with any insurance-related inquiry, request, quote, or application, or by acceptance of an insurance policy, you acknowledge and agree: (1) that you have received and reviewed the Privacy Statement online at https://www.caterpillar.com/dataprivacy and the Data Governance Statement online at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) to the extent that you provide any information to Caterpillar Insurance Company or its affiliates that relates to another individual, you will only do so in accordance with all applicable laws and that you will provide such individual access to or provide them with a copy of the Privacy Statement and Data Governance Statement. You may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

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: $500
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	2026	CS11GC	Caterpillar Vibratory Compactor	6G203854	NM	$189,000.00	$9,185.00	$173.29

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $9,185.00, which is $1837.00 per year based upon the total equipment value of $189,000.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $173.29 per scheduled equipment payment. The finance charge is calculated at 4.990% 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 $1837.00 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 Commercial Account.

☐ I will pay by Cat Commercial 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 - 70231296 on your check.

☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name ______________________ Cat Commercial Account 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

CAT Financial

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: 001-70231296

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. CS11GC	2026 Caterpillar Vibratory Compactor	6G203854		$189,000.00

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 VERIFICATION
Contract Number 001-70231296

CAT Financial

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:	**200 CLOSE RD**	
	RUIDOSO, NM, 88345	
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

Account Name (exactly as it appears on Check)

Routing Number

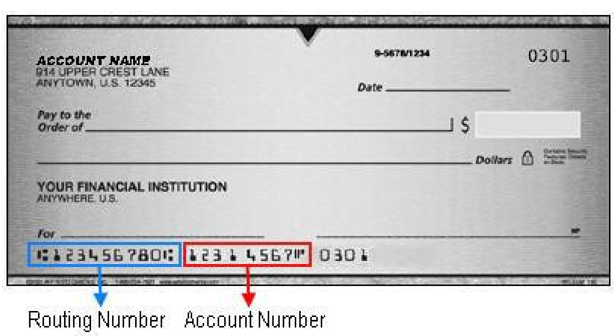
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



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

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Award of RFP #2027-001P to First Place Leasing, Inc. for Property Management Services.

Item Summary:

Discussion and Possible Action on Award of RFP #2027-001P to First Place Leasing, Inc. for Property Management Services.

Financial Impact:

Applicable expenses will be charged out of enterprise housing funds (508-520 and 507-520) as they are accrued.

Item Discussion:

The purpose of the Request for Proposal (RFP) was to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Property Management Services for the Village of Ruidoso.

The property Management firm will act as the exclusive leasing broker and agent for properties set forth in the RFP with the responsibilities, and terms and conditions set forth herein. The ideal firm will have experience marketing, leasing, and maintaining single family, multi-unit, and commercial properties.

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

Two (2) Proposals were received to be evaluated:

- Berkshire Hathaway Horne Services Enchanted Lands Realtors.
- First Place Leasing, Inc.

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposals.

The Evaluation Committee recommends the award ofRFP 2027-00lP for Property Management Services to First Place Leasing, Inc.

Recommendations:

To Approve Award of RFP #2027-001P to First Place Leasing, Inc. for Property Management Services.

ATTACHMENTS:
RFP Evaluation Committee Report.pdf
RFP Score Summary.pdf

EVALUATION COMMITTEE REPORT	
RFP TITLE	Property Management Services
RFP NUMBER	2027-001P
DATE OF REPORT	7/22/2026
AUTHOR	Roderick Kimbrell
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 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 Property Management Services for the Village of Ruidoso.

The property Management firm will act as the exclusive leasing broker and agent for properties set forth in the RFP with the responsibilities, and terms and conditions set forth herein. The ideal firm will have experience marketing, leasing, and maintaining single family, multi-unit, and commercial properties.

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 an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in Three (3) newspapers: Ruidoso News on 7/9/26, Las Cruces Sun News and Albuquerque Journal on 7/9/26.

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

No pre-proposal conference was held.

Two (2) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Berkshire Hathaway Home Services Enchanted Lands Realtors.

One (1) addendum was issued for contract amendment to revise the term of the contract.

Proposal Submission Deadline was 7/20/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Two (2) Proposals were received to be evaluated:

- Berkshire Hathaway Home Services Enchanted Lands Realtors.
- First Place Leasing, Inc.

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

- Qualification and Experience – 60 Possible Points
  The offeror shall include a summary of their firm's qualifications, experience, and special expertise in providing the type of services identified in the project description, including resumés of key personnel.

- Project Approach – 25 Possible Points
  The offeror shall provide a brief overview of their property management philosophy, methods, practices, and how they would meet the needs identified in the requested services section.
  Describe how communication and reporting would occur between their firm, the tenants, and the Village.

- Pricing Methodology – 15 Possible Points
  The offeror shall provide base property management feels expressed as a fixed monthly fee for property management services. Any additional fees (above the fixed fee) shall be itemized as a separate line item and priced as a cost reimbursement plus administrative markup with the markup clearly identified

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
Heath Dobrovolny	Village of Ruidoso – Deputy Village Manager
Madison Schlotfeldt	Village of Ruidoso – Assistant Finance Director
Christopher Camacho	Village of Ruidoso – Community Development 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	7/20/26	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	7/22/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION
Each proposal received was very well prepared and met all requirements of this procurement. Name of Company scored higher and was within the budget for this service. The Evaluation Committee recommends the award of RFP 2027-001P for Property Management Services to First Place Leasing, Inc.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Heath Dobrovolny	agree	[signature]	7-22-26
Madison Schlotfeldt	Agree	[signature]	7/22/2026
Christopher Camacho	agree	[signature]	7.22.26

EVALUATION CRITERIA Summary Totals
7/22/2026 @ 10:00 PM

CRITERIA AND POINT VALUES FOR RFP #2027-001P Property Management Services

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

CRITERIA	Possible Points	Berkshire Hathaway Home Services Enchanted Lands Realtors	First Place Leasing, Inc.
B. Technical Specifications			
1. Qualifications and Experience The offeror shall include a summary of their firm's qualifications, experience, and special expertise in providing the type of services identified in the project description, including resumés of key personnel.	**60**	**50**	**50**
2. Project Approach The offeror shall provide a brief overview of their property management philosophy, methods, practices, and how they would meet the needs identified in the requested services section. Describe how communication and reporting would occur between their firm, the tenants, and the Village.	**25**	**21**	**21**
3. Pricing Methodology The offeror shall provide base property management fees expressed as a fixed monthly fee for property management services. Any additional fees (above the fixed fees) shall be itemized as a separate line item and priced as a cost reimbursement plus administrative markup with the markup clearly identified.	**15**	**12.66**	**13.33**
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	**0**	**0**
6. New Mexico Resident Veterans Preference	10	**0**	**0**
TOTAL POINTS:	**110**	**83.66**	**84.33**

Purchasing Agent ____________ Date 7/22/26

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Agreement between the Village of Ruidoso and First Place Leasing, Inc., for Property Management Services Awarded through RFP #2027-001P.

Item Summary:

Discussion and Possible Action on Agreement between the Village of Ruidoso and First Place Leasing, Inc., for Property Management Services Awarded through RFP #2027-001P.

Financial Impact:

Applicable expenses will be charged out of enterprise housing funds (508-520 and 507-520) as they are accrued.

Item Discussion:

The property management firm will act as the exclusive leasing broker and agent for more than 30 single family homes owned by the Village of Ruidoso.

The services include:
1. Setting rent according to a replacement cost factor.
2. Providing tenants with 24-hour emergency telephone contact numbers for emergency repair.
3. Ordering repairs, services and maintenance on the various buildings, appurtenances and grounds as requested by the Village of Ruidoso.
4. Quarterly inspection of properties, including management plans and recommendation for maintenance needed.
5. Advertise properties for lease, screen and select tenants using the following tools:
a. Credit application, income and employment verifications, personal and business reference checks, public notice checks for evictions, and personal (virtually or in person) interviews.
b. Prepare and execute lease agreements using only lease forms approved by the Village of Ruidoso.
c. Conduct a minimum of two exterior and interior inspections per year of the properties, providing a written report of major deficiencies with photos to the Village of Ruidoso.

d. Determine and verify insurance requirements for tenants when appropriate.
e. Re-key locks for new tenants when appropriate.
f. Change electrical, gas, garbage, sewer & water billing as required between property occupancies based on each companies' policies.
g. Acknowledge and comply with the provisions of the Uniform Owner Resident Relation Act of the State of New Mexico particularly concerning deposits. Vendor will collect a deposit from every tenant, additional deposits required for properties allowing animals.
h. Collect rent, fees, and late charges as needed. Deposits shall not be great than 1 month of rent.

Recommendations:

To Approve Agreement between the Village of Ruidoso and First Place Leasing, Inc., for Property Management Services Awarded through RFP #2027-001P.

ATTACHMENTS:
RFP #2027-001P FIrst Place Leasing Contract.pdf

PROFESSIONAL SERVICES AGREEMENT FOR PROPERTY MANAGEMENT SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and First Place Leasing, 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

Consultant
ATTN: James W. Graham
Title: CEO
Street: 817 E. Llano Estacado Blvd
City, State, Zip: Clovis, NM 88101
Phone: 575-935-9902
Email: wesgraham@remax.net

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 #2027-001P PROPERTY MANAGEMENT SERVICES and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. **<u>Definitions</u>**

   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 July 28, 2026, through July 27, 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. <u>Indemnification.</u>

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. <u>Default and Force Majeure.</u>

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:

James W. Graham, CEO

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of 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 effected 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 306of 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. <u>Insurance.</u>

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. <u>Arbitration.</u>

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:	**First Place Leasing, Inc.:**
______________________________	______________________________
Lynn D. Crawford, Mayor	James W. Graham, CEO
Date:__________________________	Date:__________________________

ATTEST: ________________________
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2027-001P Property Management Services

The Village of Ruidoso (Village) is seeking proposals from qualified, professional property management firms to provide management services for Village-owned rental properties throughout Ruidoso, NM, which currently include single family homes, and in the future may include multi-family workforce housing.

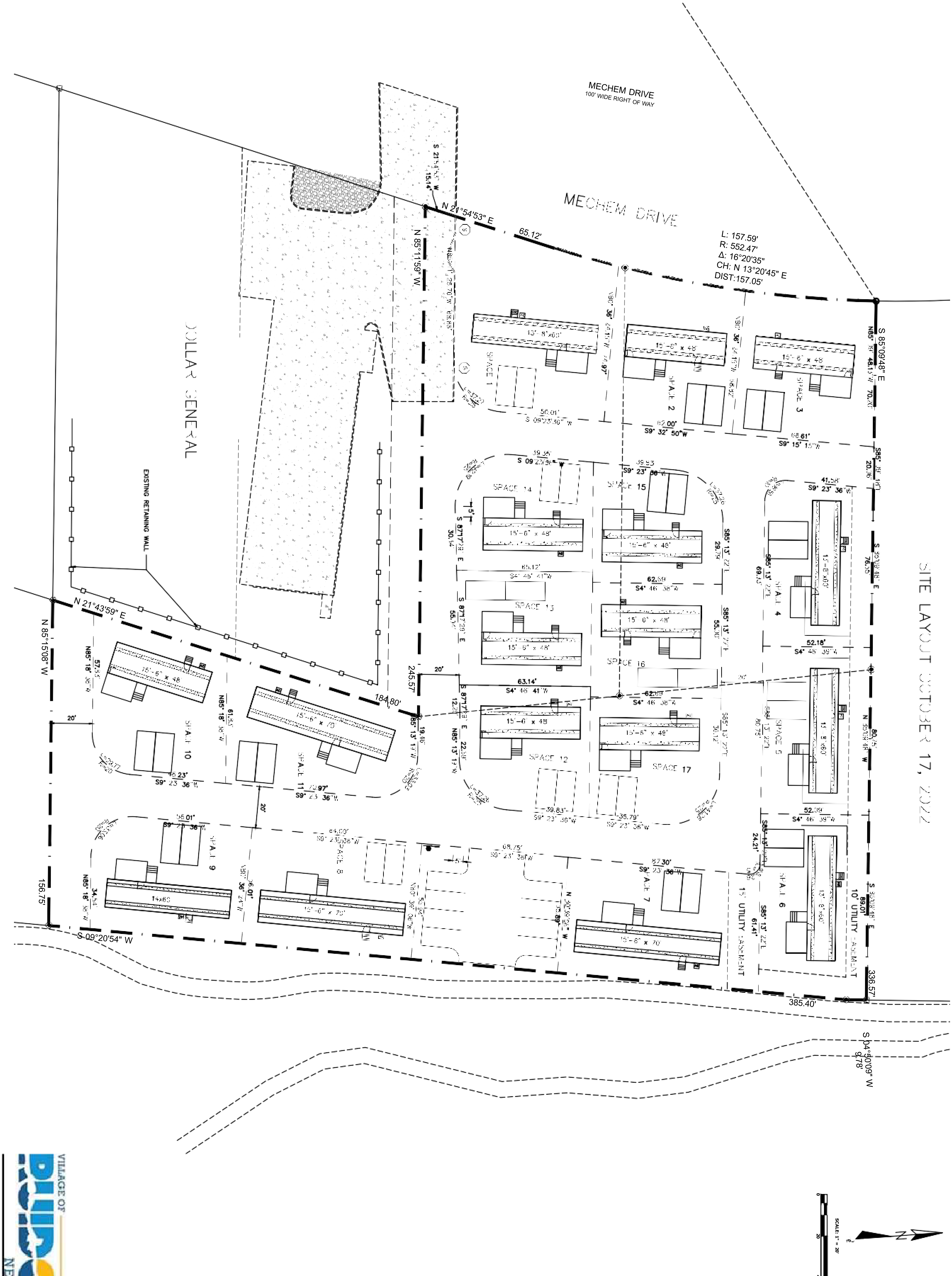
The property management firm will act as the exclusive leasing broker and agent for properties set forth in this document with the responsibilities and terms and conditions set forth herein. The ideal firm will have experience marketing, leasing, and maintaining single family, multi-unit, and commercial properties.

Requested Services

Currently the Village of Ruidoso owns more than thirty single family homes. We are seeking a property management firm to rent, lease and manage these properties.

The services we are requesting include:

1. Setting rent according to a replacement cost factor.
2. Providing tenants with 24-hour emergency telephone contact numbers for emergency repair.
3. Ordering repairs, services and maintenance on the various buildings, appurtenances and grounds as requested by the Village of Ruidoso.
4. Quarterly inspection of properties, including management plans and recommendation for maintenance needed.
5. Advertise properties for lease, screen and select tenants using the following tools:
    a. Credit application, income and employment verifications, personal and business reference checks, public notice checks for evictions, and personal (virtually or in person) interviews.
    b. Prepare and execute lease agreements using only lease forms approved by the Village of Ruidoso.
    c. Conduct a minimum of two exterior and interior inspections per year of the properties, providing a written report of major deficiencies with photos to the Village of Ruidoso.
    d. Determine and verify insurance requirements for tenants when appropriate.
    e. Re-key locks for new tenants when appropriate.
    f. Change electrical, gas, garbage, sewer & water billing as required between property occupancies based on each companies' policies.
    g. Acknowledge and comply with the provisions of the Uniform Owner Resident Relation Act of the State of New Mexico particularly concerning deposits. Vendor will collect a deposit from every tenant, additional deposits required for properties allowing animals.
    h. Collect rent, fees, and late charges as needed. Deposits shall not be great than 1 month of rent.



C-100

Seal:

Pillar Engineering, LLC

280 E. Foster, Suite B
Las Cruces, New Mexico 88005

Sheet Title:
SITE PLAN
Project Name:

Phone: (575) 647-1927
martin@pillarpe.com

PROJECT 22-020

Designed By:	M.J. PILLAR	REVISIONS	
Drawn By:	J.A.	Date:	Comment
Approved By:			
Date:			

1114 MECHEM,
RUIDOSO, NM

Client:
VILLAGE OF

NEW MEXICO ONE CALL
STATEWIDE - 811 OR
1-800-321-ALERT (2537)
www.nmonecall.org Call two working days
before you dig.

File ID:

VILLAGE OF RUIDOSO NEW MEXICO

C-100

Seal:

Pillar Engineering, LLC
751 Stern Dr., Suite 1
Las Cruces, New Mexico 88005
Phone: (575) 649-6107
martin@pillarpe.com

Sheet Title:
SITE PLAN
Project Name:
603 MECHEM, RUIDOSO, NM
Client:
VILLAGE OF RUIDOSO

Building Tomorrows Future Today....
White Sands
CONSTRUCTION INC.

Designed By:	M.J. PILLAR	REVISIONS	
Drawn By:		Date	Comment
Approved By:			
Date:			

NEW MEXICO ONE CALL
STATEWIDE • 811 OR
1-800-321-ALERT (2537)
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Call two working days
before you dig.

File ID

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2027-001P Property Management Services

Offeror Name: First Place Leasing Inc. **FEIN#** 46-1402687

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:
   First Place Leasing Inc
   817 E. Llano Estacado Blvd.
   Clovis, NM 88101

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

   Name James Wes Graham
   Title CEO
   E-Mail Address wes@firstplaceleasing.net
   Telephone Number 575-935-9902

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

   Name James Wes Graham
   Title CEO
   E-Mail Address wes@firstplaceleasing.net
   Telephone Number 575-935, 9902

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

   Name James Wes Graham
   Title CEO
   E-Mail Address wes@firstplaceleasing.net
   Telephone Number 575-935-9902

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:

____

____

(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.

____

(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.

______________________________ 7/16/20
Authorized Signature Date
(Must be signed by the person identified in item #2, above.)

TABLE OF CONTENTS

TAB D

We are in receipt of your Contract Terms & Conditions and are in total agreement.

APPENDIX F – DETAILED SCOPE OF WORK

RFP# 2027-001P Property Management Services

The Village of Ruidoso (Village) is seeking proposals from qualified, professional property management firms to provide management services for Village-owned rental properties throughout Ruidoso, NM which currently include single family homes, and in the future may include multi-family workforce housing.

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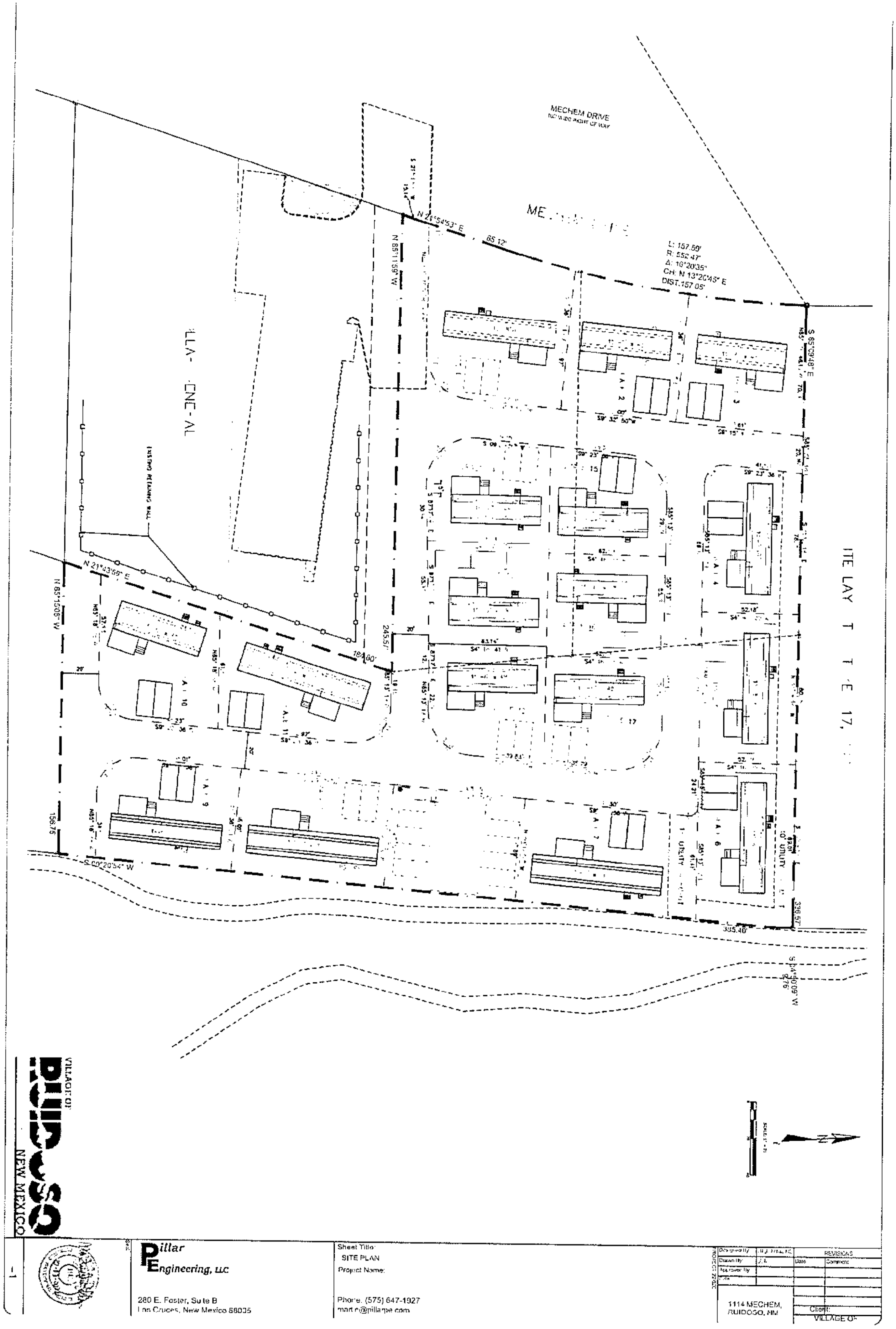
    c. Conduct a minimum of two exterior and interior inspections per year of the properties, providing a written report of major deficiencies with photos to the Village of Ruidoso.
    d. Determine and verify insurance requirements for tenants when appropriate.
    e. Re-key locks for new tenants when appropriate.
    f. Change electrical, gas, garbage, sewer & water billing as required between property occupancies based on each companies' policies.
    g. Acknowledge and comply with the provisions of the Uniform Owner Resident Relation Act of the State of New Mexico particularly concerning deposits. Vendor will collect a deposit from every tenant, additional deposits required for properties allowing animals.
    h. Collect rent, fees, and late charges as needed. Deposits shall not be great than 1 month of rent.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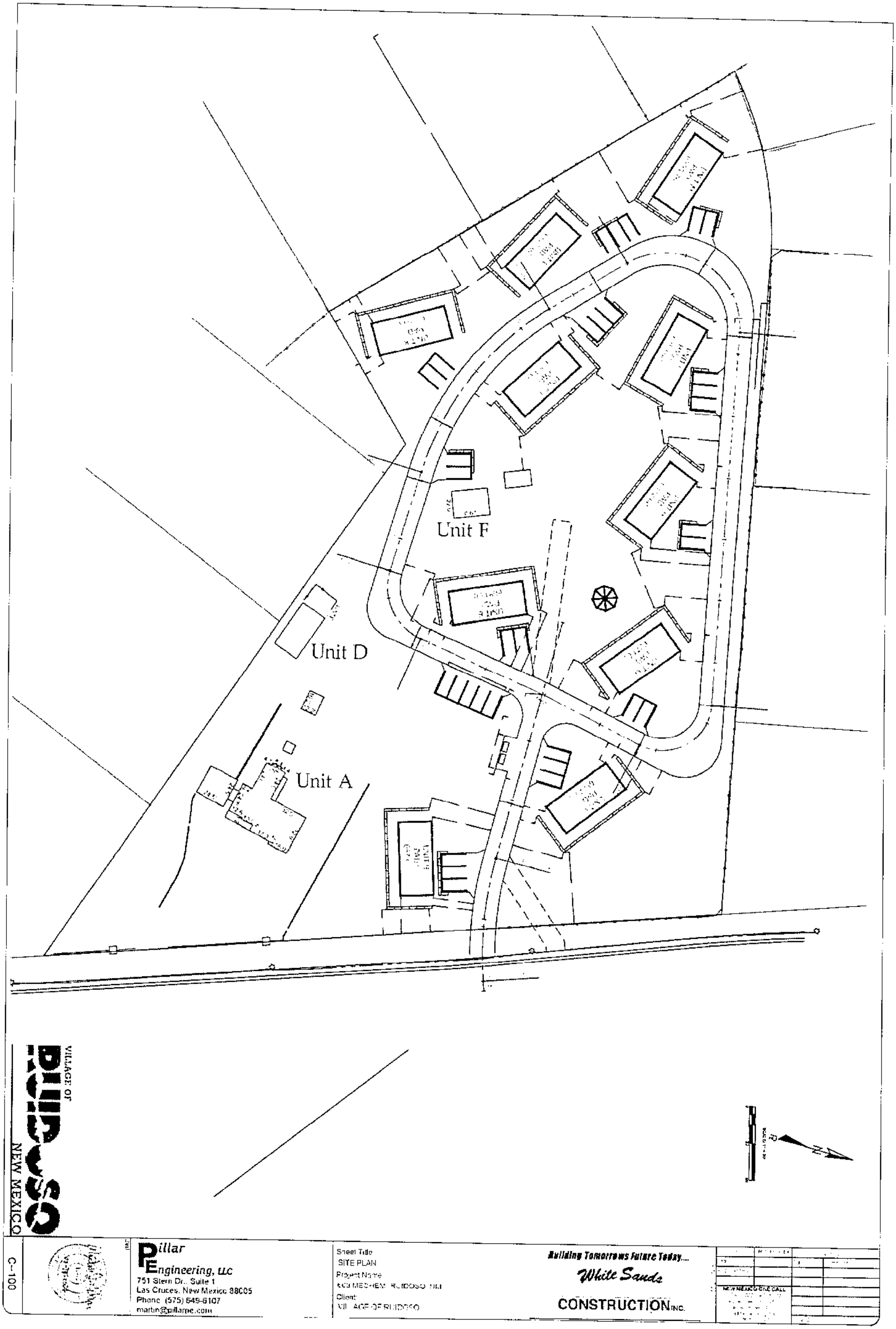
N 21°54'53" E
65.12'
L: 157.59'
R: 552.47'
CH: N 13°20'45" E
DIST. 157.05'
S 85°29'48" E
N 85°11'59" W
N 21°43'59" E
N 85°15'05" W
184.60'
245.57'
156.75'
S 00°20'54" W
395.40'
326.57'
10' UTILITY
VILLAGE OF
RUIDOSO
NEW MEXICO
Pillar Engineering, LLC
280 E. Foster, Suite B
Las Cruces, New Mexico 88005
Sheet Title:
SITE PLAN
Project Name:
Phone: (575) 647-1927
1114 MECHEM,
RUIDOSO, NM
Client:
VILLAGE OF
REVISIONS
Date
Comment


Unit F
Unit D
Unit A
VILLAGE OF
RUIDOSO
NEW MEXICO
C-100
Pillar Engineering, LLC
751 Stern Dr., Suite 1
Las Cruces, New Mexico 88005
Phone (575) 649-6107
martin@pillarpe.com
Sheet Title
SITE PLAN
Project Name
Client
Building Tomorrows Future Today....
White Sands
CONSTRUCTION INC.
NEW MEXICO ONE CALL

FIRST PLACE LEASING
A PROPERTY MANAGEMENT COMPANY

B. TECHNICAL SPECIFICATIONS

1. Qualifications and Experience

First Place Leasing Inc has offices at 817 E. Llano Estacado Blvd., Clovis, NM 88101 and in Ruidoso at 2701 Suddreth Dr., Ruidoso, NM 88345. First Place Leasing has been providing professional management services for single family homes, multi-unit properties, apartment complexes, commercial property and homeowner associations for over 35 years. The firm manages over 800 doors in Clovis, Portales and Ruidoso. The company is 100 percent automated and paperless. Qualifying Broker James Wes Graham has been the CEO and key property manager for the entire 35 years. James Russ Broker and Associate with REMAX Sierra Blanca in Ruidoso, NM manages properties of his own and for First Place Leasing, Inc. (Our Ruidoso location is inside James Russ REMAX Sierra Blanca location) providing all local locations in Ruidoso. Both resumes are attached. The company has support staff in Clovis who handles accounting, tenant screening, background checks, maintenance request, tenant communications and working with vendors for any owner authorized repairs/maintenance. We have experience working with government assisted units and renting restricted apartment complexes). The experience of 35 years has positioned our firm to stay in 100 percent compliance with the New Mexico Owner Relations Act, Housing Authority Requirements, and contract laws in relation to managing units in New Mexico. Mr. Graham knowledge of construction management and a strong background in accounting and procedures always insures professional services. Mr. Russ experience in Ruidoso provides valuable contacts and understanding of the Ruidoso market specifically. Attached also is the Executive Summary of First Place Leasing, along with letters of reference.

In relation to providing the type of services identified in the project description, First Place Leasing is ready to go on day one.

817 E. Llano Estacado Blvd.
Clovis, NM 88101
Office: (575) 935-9902 Fax: (575) 935-9902
Firstplaceleasing.co

FIRST PLACE LEASING
A PROPERTY MANAGEMENT COMPANY

2. Project Approach

First Place Leasing manages your real estate properties 24-7! Our philosophy is to apply exceptional real estate property management skills, while ensuring Tenant satisfaction by adopting first-rate tenant experience and first-rate property maintenance. First Place Leasing communication with tenants is available 24 hours via a portal so that tenants can request maintenance, ask questions and get responses. During office hours qualified staff are available live to answer questions and concerns at any time. Communication with tenants is via the portal via text or email and those are documented and tracked online, phone or in person communications all conversations are logged in real time in notes. If written notice or communication is needed, it is documented and copies on the tenant pages. Our firm applies similar access to the Village to view and communicate directly via the portal. However the Village would have direct numbers for both James Wes Graham and James Russ, we would be available via zoom meeting or in person also if needed.

3. Pricing Methodology

The property management agreement document clearly states the pricing methodology which is based on a percentage of the rents collected. If a tenant is not paying or a unit is not vacant no management fee is earned. This methodology ensures we are working 100 percent to collect rents, obtain qualified tenants, and turn vacant units quickly. This model ensures the Village is not just paying for services not being provided.

817 E. Llano Estacado Blvd.
Clovis, NM 88101
Office: (575) 935-9902 Fax: (575) 935-9902
Firstplaceleasing.co

WES GRAHAM
RESUME

Wes Graham, CEO/Owner of First Place Leasing, Inc., has been a REALTOR and property manager since 1981. Wes holds an BBA from Eastern New Mexico University. Professional designations include CRB, CRS, GRI, C2EX, and At Home with Diversity. He has a strong background in accounting and in the past held a GB-98 with the New Mexico Construction Industries Division.

Wes Graham holds Qualifying Broker Licenses with numerous offices; his license also includes property management endorsements.

Wes as CEO direct daily operations for the management of over 800 units (single family residences, multi family, apartments, commercial and homeowner associations.

Wes' involvement at the local, state, national level of the realtors and his involvement as a Broker with REMAX First Place Realtors is extensive that document is attached.

Wes is a lifelong New Mexico resident (a third-generation New Mexican), after college his only career has been real estate and property management. His reputation and knowledge are valuable, and he has been a valuable participant in writing the approved property management agreements, residential rental agreements that are currently in use and approved by the New Mexico Association of Realtors. He has also served on the New Mexico rewrite of the Uniform Residential Relations Act in the past.

Wes Graham

Wes Graham joined the Clovis Board of Realtors in January 1983 after being licensed in December 1982. Wes immediately became involved and active in the local board. Soon after getting involved in the Realtors Association of New Mexico and the National Association of Realtors. Broker/Owner of RE/MAX First Place Realtors, Inc. with offices in Clovis, Roswell and Portales.

Over the past many years he has accomplished and served in the following ways:

National Association of Realtors (NAR):

NAR Federal Disbursement Liaison 2021
NAR Regional Vice President Region 11 (AZ, NM, UT, CO, WY, NV)-2006
NAR Director-2003,2006,2007,2008,2010,2011,2012,2013, 2021
NAR Federal Political Coordinator- Senator Domenici
NAR Federal Political Coordinator –Representative Skeen
NAR Vice Chair Small State Subforum 2009
NAR Chair Small State Subforum 2010
NAR Issue Mobilization Vice Chair 2007
NAR Issues Mobilization Chair 2008
NAR RPAC Disbursement Vice Chair 2015
NAR RPAC Disbursement Chair 2016
NAR RPAC Disbursement Trustee 2012 to 2017
NAR Major Investor Council 2010 to 2016
Over the past he has served on numerous NAR committees
NAR Hall of Fame Member over $75,000
NAR Golden R
President Circle Member 20 plus years
Rocky Mountain Region RVP Nominating Task Force 2003
Rocky Mountain Region Funding Increase Task Force 2004
Rocky Mountain Nominating Committee several terms
Rocky Mountain Region Campaign Coordinating Committee several terms
Rocky Mountain Region Strategy Committee several terms

New Mexico Association of Realtors (NMAR):

President-2003
President-Elect-2002
Treasurer-2001,2020,2021,2022
Eastern District Vice President-1999
Southeast District Vice President-2000
Southeast District Vice President-2013-2016
Executive Committee-1999 to 2004, 2013-2016
Chair of Legislative Committee 2005 and 2006
Board of Directors (RANM)-14 terms
Budget and Finance Committee-11 terms
Stanley Mathis Foundation-President 2 terms
Stanley Mathis Foundation-Vice President 2 terms
Stanley Mathis Foundation-Treasurer-2 terms
Stanley Mathis Foundation- trustee from 1987 to 1998, 2002

New Mexico Real Estate Education Development Corporation-1998-2000
New Mexico Real Estate Education Development Corporation-President 1 term
Realtors Political Action Committee- Trustee 14 terms
Budget and Finance Committee-Past Chairman
PAG- Convention-Past Chairman
Legal Affairs Committee-Chairman 1 year
Membership Committee-Chairman 1 year
Education Committee-member 3 years
Convention Committee-member 2 terms
Legal Affairs/Hot line Committee-member 2 terms
Membership Committee-member 2 terms
Legislative Committee-member 9 terms
RANM REALTOR of the Year 2005

Clovis/Portales Association of Realtors (CPAR):

President 2010
President 1992
REALTOR of the Year 2003
Board of Directors-member 6 terms
Membership Committee-member 2 terms
Budget and Finance Committee Chair 20 terms
Education Committee-member 3 terms
Strategic Planning Committee-member 2 terms
RPAC Committee- members 12 terms and chairman 6 terms
Casa Esperanza Committee-member 5 terms
Legislative Committee- member 8 terms

Personal Accomplishments:

Broker Agent Realtor Agent May 2005
Leadership New Mexico Graduate 2005
Commitment to Excellence (C2EX)
Graduate of Realtors Institute (GRI)
Certified Residential Broker (CRB)
Certified Residential Specialist (CRS)
ITI Certified Instructor
Bachelors of Business Administration (BBA)
New Mexico Licensed Broker
Rookie Salesperson of the Year 1984-Clovis Board of Realtors
REALTOR of the Year 2003- Clovis Board of Realtors
RE/MAX International Platinum Club member since 2004 prior 100% Club member
RE/MAX Southwest Top Ten in New Mexico in Commission earned since 1997 every year
RE/MAX Southwest Spirit of Real Estate Award 2001
RE/MAX Broker of the Year Southwest Region 2003
Curry County Chamber of Commerce- member presently
Clovis Industrial Development Corporation- Board of Directors presently
Sandia Baptist Church- charter member
Broker/Owner of RE/MAX First Place REALTORS, Inc. since 1987 which operates offices in Clovis, Roswell and Portales
Appeared as guest speaker on RE/MAX Satellite Network 3 times on live world-wide broadcast

1. Executive Summary

Mission Statement

First Place Leasing manages your Real Estate Properties 24-7! Our Mission: Maximizing Client income by applying exceptional Real Estate Property Management skills, while ensuring Tenant satisfaction by adopting first rate property maintenance!

The Headache:

All Real Estate Investors have 4 major concerns:

- Maximizing Earnings while Minimizing Expenses
- Timely and Proper Rental Collections and Payables Disbursement
- Up to Date Reporting and Complete Accountability
- Regular and Complete Real Estate Maintenance

The Answer:

Take the headaches of property management away by hiring us- the experts, then sit back and enjoy your well-deserved profits!

FirstPlaceLeasing.net website will provide your vacant property with continuous quality exposure. By using innovative marketing and advertising techniques we will fill out vacant spaces with qualified tenants fast. We take great care throughout the tenant qualification and selection process.

Our streamlined operations system eliminates unnecessary costs and wastage. We have a stringent selection process for all suppliers and service providers in place.

We have an automated Collections and Disbursement system that takes care of the revenue flow of the property; all entries are also checked monthly. Everything is documented intimately in user friendly forms and documents that are open for inspection by property owners and their representatives.

We employ professional maintenance people to care for all properties under our management. Our dedicated staffs are knowledgeable on all aspects of real estate property maintenance and supervision. We have contingency plans for all risks and disaster related incidents in place.

We safeguard your investment by keeping your property attractive through painstakingly detailed maintenance, attention to the Cost to Benefit Ratio and practicing regular inspections in order to prevent rather than fix problems.

We will be honored to manage your real estate properties for you.

2. Company Profile

Company Information

Company Name: First Place Leasing, Inc.
Head Office Address: 817 E. Llano Estacado Blvd., Clovis, NM 88101

Email Address: info@firstplaceleasing.net
Website: firstplaceleasing.net

Telephone Numbers: 575 935 9902

References

On request

3. Costs

Management fee monthly only if occupied and tenant is paying. The cost is 7.75% of rent collected

No additional charges for regular evictions, however additional legal fees, court charges expenses will apply.

FIRST PLACE LEASING
A PROPERTY MANAGEMENT COMPANY

Almost every real estate investor desires a satisfactory income from their properties without the inconvenience of having to manage and attend to it.

At First Place Leasing, we offer our expertise and personalized techniques of managing your property. Our management concept is founded on professionalism, integrity, accountability, and quality of service that guarantees the maximum return from you investment, while maintaining your property at the highest standards to attract the best tenants possible.

First Place Leasing offers leasing and property management services for residential and commercial properties in Clovis and Portales. Our Company has over 40 years' experience in the property management business. We are a full-service property management company, providing rental property supervision and management, from rent collections, tenant relations, evictions and bill payments to disaster protection and property maintenance, etc. We will eliminate your headaches that come from being a landlord.

We will gladly submit a free quotation for the management of your real estate property. We will gladly provide you a list of client reference upon request.

Sincerely,

First Place Leasing, Inc.

Property Management Team

817 E. Llano Estacado Blvd.
Clovis, NM 88101
Office: (575) 935-9902 Fax: (575) 935-9902
firstplaceleasing.co

FIRST PLACE
LEASING
A PROPERTY MANAGEMENT COMPANY

SERVICES PROVIDED BY OUR PROPERTY MANAGEMENT TEAM

- Negotiate Leases and Rental Agreements with prospective Tenants in accordance with the Owners directions and various rules and regulations.

- Collect rents due and give receipts thereof, to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate, but it shall not be deemed that the agent guarantees the collection of rent payments.

- Deposit all receipts collected for Owner, in a Trust Account, in a national or state institution qualified to engage in the banking or trust business, separate from Agent's personal account. However, Agent will not be held liable in event of bankruptcy or failure of depository.

- Render monthly statements of receipts, expenses and charges and to remit receipts less disbursements to the Owner. In case the disbursement shall be in excess of the rents collected by the Agent, the Owner agrees to pay such excess promptly upon demand.

- Make or cause to be made and superintend repairs and alterations of the premises; to purchase supplies and pay all bills. The Agent agrees to secure the approval of the Owner on all expenditures in excess of $1,000.00 for any one (1) item, except monthly or recurring operating expenses, and **emergency repairs** in excess of the maximum, if the opinion of the Agent is that such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for by the tenancy. It is clearly understood that the Owner reserves the authority and responsibility for repairs.

- Hire, discharge, and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed the employees of the Owner and not the Agent, and the Agent may perform any of its duties through its Attorneys, Agents or Employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in its appointment and retention. The Agent shall not be liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereunder, except in case of bad faith on the part of the Agent.

- Contract for cleaning, vermin extermination and other services or such that the Agent shall deem advisable; the Owner is to assume the obligation of any contract so entered into in accordance with authority conferred upon the agent in the Contract.

- In the absence of other agreements, the Agent will contract for yard maintenance, which will be paid for from the Owner's receipts. Periodic inspections will be made to insure City Ordinance codes.

- Conduct Move In/Move Out property inspections to determine proper disposition of deposits.

817 E. Llano Estacado Blvd.
Clovis, NM 88101
Office: (575) 935-9902 Fax: (575) 935-9902
firstplaceleasing.co

FIRST PLACE LEASING
A PROPERTY MANAGEMENT COMPANY

GENERAL INFORMATION

TENANT RELATIONS

The First Place Leasing Property Management Team feels the **Key** to good relations is prompt attention to maintenance needs whether major or minor.

Since **Tenant Retention** is the key to the financial performance of the property, our efforts are geared toward keeping tenants happy by performing requested repairs as promptly as possible. This will keep your tenant(s) satisfied and willing to pay the rent in a timely fashion.

In spite of superior performance by the Management Company, tenants will withhold rent, allow the yard to get overgrown, constantly complain and, ultimately, skip out or they will have to be evicted.

NORMAL WEAR AND TEAR VS. ABUSE AND MISUSE

The difference between normal wear and abuse is sometime a judgment call on the part of the property manager. When a tenant has occupied a property for an extended period of time, i.e., longer than six months, there may be some routine work needed such as carpet cleaning, touch-up painting, etc. These expenses cannot be charged to a security deposit, but the work still needs to be done. These are considered normal wear and tear items and are expenses to be borne by the owner.

If the power is off at the time of move-out, it is impossible to determine whether appliances are operable, light bulbs operate, air conditioning/heating system functioning properly, etc. Another problem this presents is there may not be enough light to see into the darkened bathroom or bedroom to determine if it is, in fact, clean. As **your representative**, we have two alternatives:

1. You may incur additional expenses by having the power turned on so we may check out the items.
2. We may assume that the property is clean and that the equipment is operable.

If the power is not on, the true condition will not be determined until the new resident moves in. In this case, there probably will not have been a security deposit charge, yet the work, at your expense is still necessary. We do our best to represent your best interest in assessing Security Deposit charges, but we will not indemnify you against minor oversights.

COST OF VACANCY

The most costly item in the ownership of income-producing property is vacancy. Tangible costs of a vacancy include:

1. Lost rent.
2. Make ready costs (see next section).
3. The maintenance and operation of a property during a vacancy period (i.e., yard maintenance, utilities necessary for cleaning, showing, etc.)

FIRST PLACE
LEASING
A PROPERTY MANAGEMENT COMPANY

MAKE READY COSTS

After a tenant has vacated a property, if he has occupied it for longer than one year, quite often the property is left in good, clean condition (carpets vacuumed with no heavy traffic areas in evidence, appliances clean, walls and woodwork clean or with only minor smudges around light switch plates and door frames). However, these particular tenants have not had the benefit of a professional steam clean within the last year or a good paint job (walls and woodwork) in two to five years.

As rents escalate so do the expectations of new tenants. In order to meet these expectations, it often becomes necessary to professionally steam clean and paint the interior of a property (which is often required by law in other states). Needless to say, the cost incurred, which includes utilities, actual steam cleaning and painting, are items which are not legitimately chargeable to the prior tenant's Security Deposit. It is our experience that if we periodically steam clean and /or paint, as needed, then extraordinary rents can be demanded.

During a tenant's stay in the property, periodic extermination is his responsibility. When that tenant vacates, if there is no evidence of pests of any type, they are not required to pay for a final extermination. However, when a new tenant moves in, they often routinely request the property be exterminated especially if they are to maintain a pest free home during their tenancy. This is another cost which the owner may have to bear in order to provide a quality rental property for a quality tenant.

First Place Leasing PROPERTY MANAGEMENT TEAM DOES NOT INDEMITY THE OWNER AGAINST ANY LOSS OR EXPENSES DUE TO VACANCY (for whatever reason), UNPAID TENANT CHARGES, ATTORNEY'S FEES IN THE PURSUIT OF A TENANT, OR THE COST OF MAKE READY.

If the damage appears to be beyond normal wear (considering length of occupancy, etc.) then and only then is a charge levied against the security deposit. **IF THERE IS ANY DOUBT ABOUT NORMAL VS. ABUSIVE WEAR, THE CHARGE WILL NOT BE DEDUCTED FROM THE SECURITY DEPOSIT.** We feel it necessary to protect both property management and owner from questionable lawsuits.

REPAIRS AND MAINTENANCE

The lowest price is not always a valid indicator of the quality of workmanship and service you will receive, neither is the highest price. Fast, courteous, and reliable service from companies that "will be here tomorrow" often is a bit more expensive than the small unlicensed person.

A. During Vacancy Period
   - Yard – mowed as needed. (Subject to prevailing weather conditions.) This is done routinely on any vacant property and is charged to the property.
   - Utilities – may be needed for yard work or cleaning during extended vacancy, prior to occupancy, or as a condition of a lease.

817 E. Llano Estacado Blvd.
Clovis, NM 88101
Office: (575) 935-9902 Fax: (575) 935-9902
firstplaceleasing.co

FIRST PLACE LEASING
A PROPERTY MANAGEMENT COMPANY

B. During Occupancy Period
   - Quality companies are used. Preventive maintenance saves money – air conditioning and heating systems should be checked twice yearly. We can arrange to have this accomplished or you the owner may perform the task, let us know.
   - Emergencies: (Water heater, air conditioner/heat, roof, major plumbing – sewer, or septic, uncontrolled running water, major electrical.) This partial list is not intended as a limit on the type of emergencies that may occur.

C. Other maintenance
   - Extermination – provided once at owner's expense (interior only). Exterior extermination (ants, fleas, etc.) may have to be provided by owner. Determination is made at the time of request.

D. Appliances
   - If an appliance is rendered unusable, we will purchase the best available at a reasonable price, after a consultation with the owner.

E. Other Costs
   - Long distance phone calls are charged to the property.
   - Late charges and returned check charges are retained by the Management Company to cover the costs of collection.
   - Additional copies of statements or other documents are charged to the property.
   - Direct advertising costs are charged to the property.

TENANT CHARGES

When maintenance is requested, it is very difficult to determine over the phone whether a charge is to be a tenant charge that would normally be borne by the owner. If we order the work on your behalf, we are expected to pay for it. Consequently, the charge will be paid from your account first. If the service person determines that the charge is a tenant charge, the tenant will then be billed for the charge and will be held liable for the expense. The letter the tenant receives states that it is to be paid immediately or with the next month's rent. If it is not paid at the time, the money received is credited first to these non-rent items and secondly to rent owed. The outstanding balance is then considered "rent owed" and we now have grounds for eviction. The tenant retains liability for this charge up until the time the security deposit is refunded, assuming the charge has not already been paid.

[illegible]

Owner Statement Example

YourName Property Management

Period: 01 Sep 2011-30 Sep 2011

53 Castilian Way Drive
Santa Barbara, CA 93102

[illegible]
9578 Vista Road
Miami, FL 33132

[illegible]
Mission Street - 23 W.
Mission St.
Santa Barbara, CA 93109

Date	Payee / Payer	Check #	Description	Income	Expense	Balance
			Beginning Cash Balance as of 09/01/2011			250.00
09/01/2011	William Reynolds		Rent · Rent	3,350.00		3,600.00
09/03/2011	YourName Property Management	7366	Commissions Paid · Commissions Paid for 09/2011		335.00	3,265.00
09/07/2011	Mike Berthhold	7367	Light Fixtures		125.67	3,139.33
09/14/2011	City of San Diego	7365	Property Tax		211.67	2,927.66
09/25/2011	Jonathan and Carolina Diaz	7381	Owner Distribution · Owner payment for 09/2011		2,677.66	250.00
			Ending Cash Balance			250.00
Total				3,350.00	3,350.00	

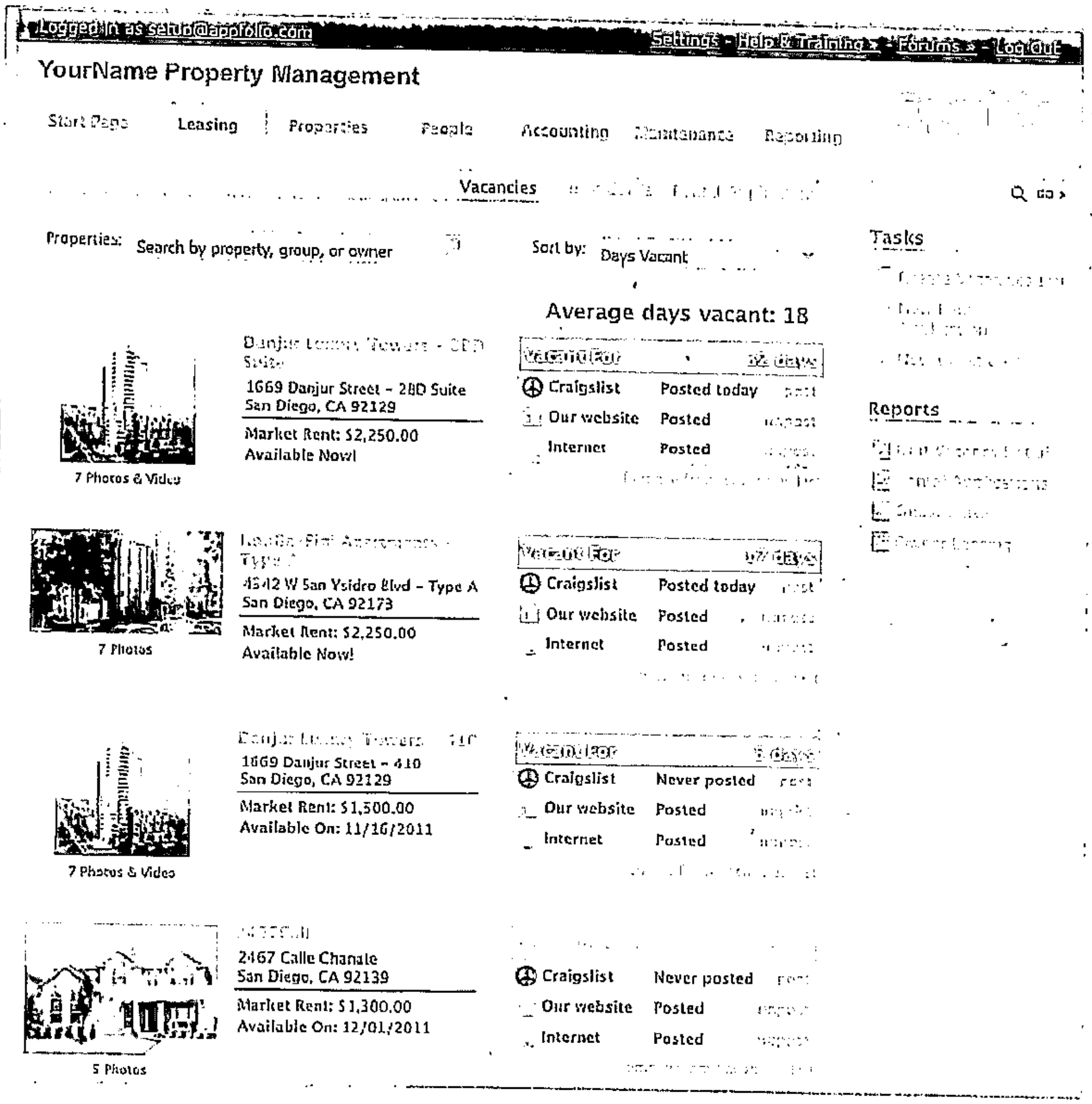
Property Cash Summary

Required Reserves	250.00
Prepaid Rent for Future Rent	0.00

AppFolio allows us to efficiently market properties and fill vacancies faster.

Leasing Dashboard

- We can quickly view info on available and soon-to-be available units and track the progress.
- We can easily track guest cards, rental applications and the effectiveness of our marketing efforts so we can continue to improve our marketing presence.



Resident Screening

Built in Resident Screening is centralized in AppFolio helping to attract better residents. Applicants can easily be screened and results are returned within seconds, rather than hours. Our new easy-to-read Screening Report allows us the unique opportunity to choose the most qualified resident for your property while they are still interested in your property.

[illegible]

APPLICANT SUMMARY

APPLICANT INFORMATION

NAME

Judith Reese

SSN	131-41-XXXX
DOB	10-10-1967
CURRENT ADDRESS	135 [illegible] St San Marcos, TX 93719
PREVIOUS ADDRESS	[illegible], TX 77598

CREDIT SUMMARY

FICO Score
519

[illegible]

TOTAL TRADES	21 (4) Open
TOTAL LATE PAYMENTS	[illegible]
DELINQUENCY HISTORY (2 YEAR)	30+ DAYS [illegible]; 60+ [illegible]; 90+ [illegible]
COLLECTION ACCOUNTS	[illegible]
MONTHLY PAYMENT	$534
TOTAL PAST DUE AMOUNT	[illegible]
COLLECTIONS BALANCE	[illegible]

NEGATIVE TRADES SUMMARY ([illegible])

CREDITOR	TYPE	DATE	STATUS	HIGH BALANCE	PAST DUE AMOUNT	CURRENT BALANCE
[illegible]	Revolving	12-2010	Charged Off To Bad Debt	$7174	$7174	$7174
[illegible]	Installment Account	11-2010	Charged Off To Bad Debt	$4199	$4199	$4199
[illegible]	Installment Account	12-2010	Charged Off To Bad Debt	$2318	$2914	$2914
[illegible]	Installment Account	10-2010	Charged Off To Bad Debt	$150	$150	$150
[illegible]	Installment Account	11-2010	Charged Off To Bad Debt	$7690	—	$7071
[illegible]	Collection Account	12-2010	In Collections	$191	—	$191
[illegible]	Collection Account	01-2009	In Collections	$552	—	$939
[illegible]	Collection Account	08-2009	In Collections	$164	—	$164
[illegible]	Collection Account	08-2003	In Collections	$210	—	$210
[illegible]	Collection Account	04-2003	In Collections	$936	—	$1,150

EVICTION HISTORY

2 [illegible]

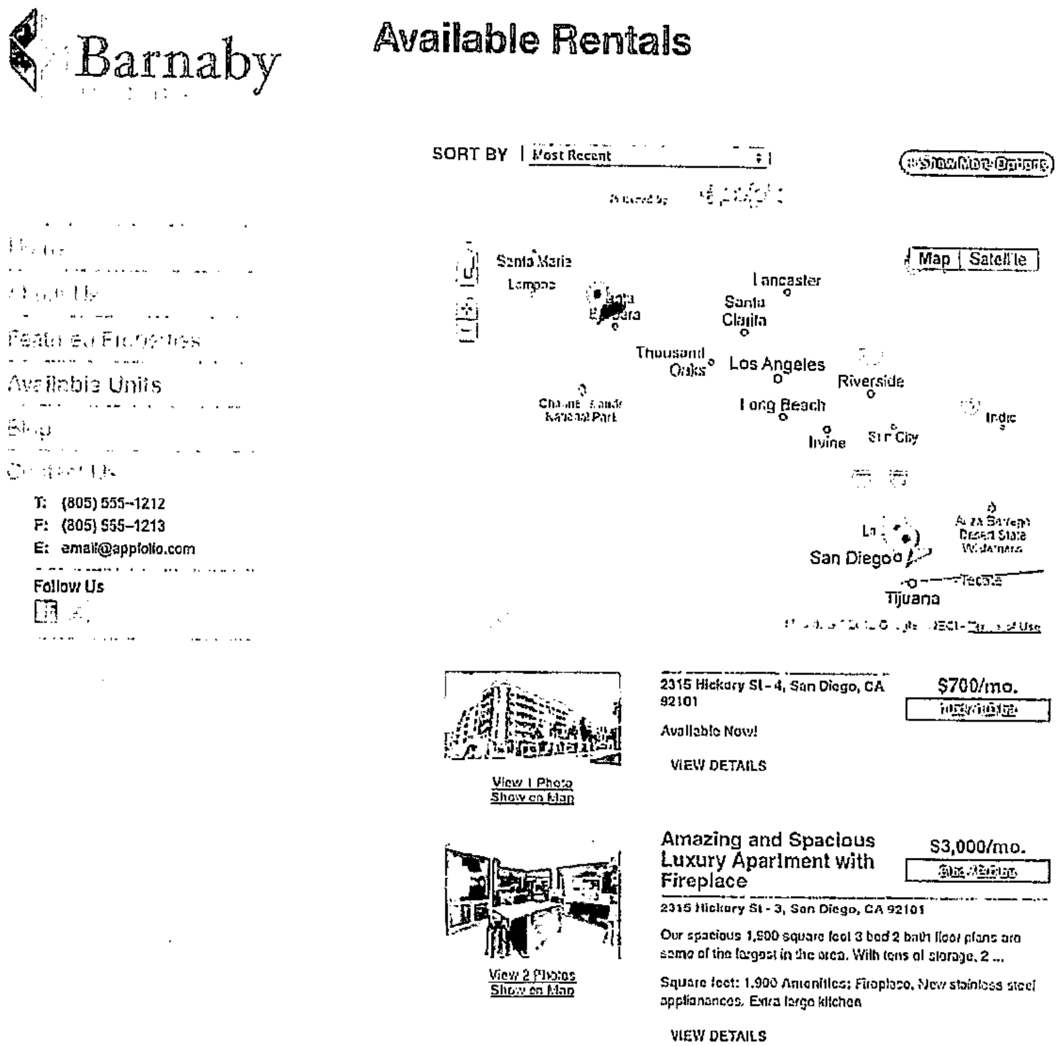
FILING DATE	JUDGEMENT AMOUNT	ADDRESS	PLAINTIFF
[illegible]		3532 MADEIRA, LIVERMORE, CA 94550	SMELSTER NATALIA JENIFFER
[illegible]		5118 TREEFLOWER LIVERMORE, CA 94551	MOHAMMADI REZA

CRIMINAL HISTORY

The nationwide search of criminal and sex offender databases returned no records for this applicant

Website Integration

From AppFolio Property Manager we can immediately post vacancies to our website on an attractive and easy to read page.



Work Orders

We can create electronic work orders and communicate electronically with our vendors so we ultimately resolve property maintenance issues more quickly.

YourName Property Management
89 Hillside Drive
Suite 2400
San Diego, CA 92117
Phone - (619) 237-4122
Fax - (619) 854-2314

To:
Ace Glass Inc.
P.O Box 2985
Los Angeles, CA 90210
Office - (619) 835-4096

Work Order #	179
Status	Completed
Created On	05/05/2011
Estimate Requested On	05/05/2011
Estimated On	05/07/2011
Scheduled On	05/09/2011
Completed On	05/15/2011
Tenant(s) Notified	Yes
Job Site	1011FS - 1011 F Street San Diego CA 92101

Tenant(s)

Name	Frank Thomas
Phone Numbers	Phone - 555-6593

Description

Tenant complains of faulty door in the back of house. Inspection has shown that door is beyond repair and will require a new door to be purchased, transported, and installed

Vendor Instructions

Please confirm appointment with resident and management company.

Details

Account	Statement Description	Amount
5210: Repair	New door installation	75.00
5210: Repair	Purchase of new door.	225.00
	Total:	300.00

Created By: Customer Service
Authorized By:
Signed By:
Dated By:
Invoice #: 1002340

Technician's Notes:

Electronic Owner Payments (ACH)

We use electronic funds transfer to deposit funds directly in your bank account, so you receive your payments much faster.

YourName Management Company
89 Hillside Drive
Suite 2400
San Diego, CA 92117

Bank of America Checking
Bank of America
4515 Iverna St
San Diego, CA 92115

Date: 08/31/2009
Confirmation #:

Pay to the order of: DONALD AND LORAINNE THOMAS

This amount: THREE THOUSAND, NINE HUNDRED THIRTY-SEVEN AND 72/100 DOLLARS $3,937.72

MEMO

MARK PL HARPER, TRUSTEE
HARPER TRUST
101 Colonial Estates Parkway
Clovis, NM 88101
575 693 3751
mplharer@gmail.com

TO WHOM IT MAY CONCERN:

I have been asked to provide a reference letter for First Place Leasing, Inc. and I am happy to do so. Mr. Graham and his professional team have been my exclusive property management firm for over 30 years managing at times over 100 single family homes, 50 apartments, and 10 commercial properties. I can say I would not be a successful owner if not for his company and his personal management style. He treats every tenant as if they are his only tenant. His team are experts at arranging maintenance, lawn care, cleaning, making ready items and total renovations. I would not be a successful investor if not for First Place Leasing.
In the markets they serve they are they leading firm and the most professional in the community.

If you should have any questions or desire to speak personally about my experience, please do not hesitate to contact me.

Sincerely,

Mark PL Harper

LETTER OF RECOMMENDATION

July 14, 2026

To Whom It May Concern,

It is my distinct privilege to provide this letter of recommendation for Mr. Wes Graham, who is bidding on your property management contract. Over the past fifteen years, Wes has served as my dedicated property manager and foundational real estate mentor. I can state with absolute certainty that my entire career and success in real estate investment are a direct result of his guidance, expertise, and unparalleled professionalism.

For a decade and a half, Wes has provided flawless, hands-off, full-service management for my real estate portfolio. His commitment to operational excellence has allowed me to remain completely passive as an owner, confident that my investments are in the most capable hands. Wes possesses the rare capability to handle the full spectrum of asset management with equal precision—from coordinating the smallest day-to-day maintenance repairs to managing complex legal recuperation processes for property damages. No matter the scale or urgency of the issue, he navigates it seamlessly, protecting both the physical asset and the underlying financial performance.

The results of his management speak for themselves: over fifteen years of continuous operation, I have never lost a single month of rent due to vacancy or any other reason. Wes treats every property he manages with the care and strategic oversight of a true owner, consistently optimizing tenant retention and handling lease transitions seamlessly.

Wes Graham represents the gold standard in professional property management. He has my highest, most enthusiastic endorsement, and I am completely confident that he will bring the same flawless standard of service and value creation to your properties that he has delivered to mine for fifteen years.

Sincerely,

Jonathan Wieninger
Real Estate Investor & Client
315.832.1211

WATSON & SWITZER
RE/MAX NORTHWEST

(503) 440-2039
www.ShawnWatson.net
ShawnWatson@REMAX.net

July 13, 2026

To Whom It May Concern:

It is my pleasure to offer my strongest recommendation for Wes Graham and First Place Leasing to manage the 200 units of workforce housing in Ruidoso.

My relationship with Wes spans more than 20 years, both as a real estate professional and as a property owner. Wes played an instrumental role in helping me become the broker I am today. His mentorship, knowledge and example shaped the way I approach real estate, serve my clients and conduct my business.

Wes and First Place Leasing also manage all 13 of my rental properties in New Mexico. For the past 11 years, I have lived and worked in the Pacific Northwest, more than a thousand miles away from those properties. Throughout that entire time, Wes and his team have managed them without fail. I have never had to question whether something would be handled appropriately. They communicate clearly, address problems promptly, protect my interests as an owner and treat my tenants fairly and professionally.

Long-distance ownership requires an extraordinary level of trust, and Wes has earned mine many times over. He consistently goes above and beyond, especially when circumstances require sound judgment, experience and personal attention. He understands that property management is not simply collecting rent and coordinating repairs. It is about caring for the properties, supporting residents, maintaining strong owner relationships and responsibly managing important community assets.

After more than two decades of working with Wes, I can say without hesitation that he knows what he is doing. He has the experience, local knowledge, leadership and operational ability necessary to manage a workforce housing portfolio of this size. Just as importantly, he has the integrity and commitment to do it well.

I would confidently entrust Wes and First Place Leasing with these properties, and I recommend them without reservation. I would be happy to speak personally with anyone considering their proposal.

Sincerely,

Shawn Watson

Shawn Watson

541 NE 20th Ave, Suite 210 • Portland OR 97232
4710 Village Plaza Loop, Suite 200 • Eugene OR 97401
7701 NE Greenwood Dr, Suite 100 • Vancouver WA 98662

Wes Graham

From: Josh Adili <joshadili@gmail.com>
Sent: Thursday, July 16, 2026 9:36 AM
To: <wesgraham@remax.net>
Subject: LOR for Wes

To Whom It May Concern,

I am writing to offer my strongest recommendation for Mr. Wes Graham, who has managed property for both myself and my spouse for nearly a decade. Having worked with Wes in various real estate capacities since 2013, I can attest without reservation to his exceptional professionalism, work ethic, and dedication.

My association with Wes began in 2013 when he facilitated the purchase of my first home in Clovis, New Mexico. As a first-time homebuyer, I was incredibly grateful for his guidance. He helped me navigate my budget, explored our options, and connected me with a reputable loan officer. Wes's meticulous attention to detail ensured a seamless closing process where every question and concern was thoroughly addressed.

When I relocated from Clovis in 2017, trusting Wes and his team to manage my property was an easy decision. Today, he manages both my property and my spouse's home. Throughout our tenure as clients, Wes has consistently gone above and beyond the standard expectations of property management. He is highly proactive, ensuring all maintenance and tenant issues are resolved swiftly. Furthermore, he keeps us fully compliant with evolving local ordinances, assists in securing competitive insurance policies, and expertly oversees all capital improvements.

What truly sets Wes apart is his exceptional capability in project and contractor management. He possesses a deep familiarity with local construction groups and regional building codes, which allows him to secure reliable, high-quality work at fair prices. Under his supervision, our properties have undergone major structural projects, including two complete roof replacements, a new fence, a new driveway, and a full HVAC system installation.

Wes has a sharp, discerning eye for property improvements—he doesn't just maintain a building; he actively looks for ways to preserve and enhance its long-term value. Thanks to his expertise, we have never had to stress over securing bids or supervising contractors. He and his team manage every phase of these complex projects with absolute precision.

To put it simply, I would not keep my property on the rental market if it were not for the absolute peace of mind that comes with knowing Wes is at the helm. He is a highly capable, reliable, and talented leader who will undoubtedly bring this same level of excellence to a larger property portfolio.

I recommend Wes Graham in the strongest possible terms and without hesitation. Please feel free to contact me if you require any further information.

Sincerely,

Joshua Adili, MPAS, DMSc, PA-C
RAF Lakenheath Deployment Medicine

US Cell & WhatsApp: +1 304-322-0120
UK Cell: +44 7377 224261

FIRST SAVINGS BANK

July 14, 2026

To Whom It May Concern,

I am pleased to write this letter of reference for James Russ. I have known James personally for approximately 20 years. Over that time, I have come to know him as a person of strong character, dependability, and integrity.

As someone who has long been involved in and committed to our community, I value the qualities that make a person trustworthy, responsible, and respected by others. James has consistently demonstrated those qualities through his actions, relationships, and reputation. He has always conducted himself with honesty, kindness, and a willingness to help those around him.

Throughout our 20-year friendship, I have seen James handle responsibilities with maturity and care. He is dependable, respectful, and steady in his commitments. I believe these traits speak highly of his character.

I offer my sincere recommendation of James without hesitation. Please feel free to contact me if you would like any additional information.

Sincerely,

Daryl Lindsay
New Mexico/Texas Division President
First Savings Bank
(75)937-0245

2713 Sudderth Drive • Ruidoso, New Mexico 88345 • Phone: (575) 257-7170 • FAX: (575) 257-9013
www.firstsavingsbanks.com

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: N/A

Relation to Prospective Consultant: N/A

Name of Applicable Public Official: N/A

Date Contribution(s) Made: N/A

Amount(s) of Contribution(s):

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(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.

Signature [signature] Date 6/25/26

Title (Position) CEO

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2027-001P Property Management services

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.

James W. Graham

Typed Name & Title of Authorized Representative

7/16/26

Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2027-001P Property Management services

STATE OF New Mexico)
) SS
COUNTY OF Curry)

James W. Graham, being first duly sworn, deposes and says:

That he/she is CEO of First Place Leasing Inc. 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: [signature]

SUBSCRIBED and sworn to before me this 20 day of July 2026

Notary Public: Alisa Crossen

My commission expires: May 3, 2029

ALISA CROSSEN
Notary Public
State of New Mexico
Comm. # 1101028
My Comm. Exp. May 3, 2029

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2027-001P
PROPERTY MANAGEMENT SERVICES

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: First Place Leasing Inc

REPRESENTED BY: James W. Graham

TITLE: CEO / Property Manager PHONE NO.: 575-935-9902

E-MAIL: wes@firstplaceleasing.net FAX NO.: 575-935-9902

ADDRESS: 817 E Llano Estacado Clovis, NM 88101

CITY: Clovis, STATE: NM ZIP CODE: 88101

SIGNATURE: [signature] DATE: 7/18/26

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

VILLAGE OF
RUIDOSO
NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Date: July 13, 2026

Ref: RFP# 2027-001P Property Management Services

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above-mentioned project.

Clarifications/Additions/Changes:

1. **Contract amendment - Change made to section I. introduction, paragraph C. Scope of Procurement.**

Update - "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."

***All questions must be submitted in writing. Reminder, the last day for written questions is 7/13/2026 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 #2027-001P remain unchanged.

Please sign and return by E-Mail (See Below)

First Place Leasing Inc
Company

[signature]
Signature

7/14/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

REALTOR®

NEW MEXICO ASSOCIATION OF REALTORS® — 2026 PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

PART I – BROKER DUTIES DISCLOSURE

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

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

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

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

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

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

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8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
   A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
   B. the buyer's motivation for buying; or
   C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

PART II –OTHER DISCLOSURES

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

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER, NOT THE TENANT.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? ☐YES ☑NO If "YES", explain: ______________________________

MATERIAL INTEREST/RELATIONSHIP. Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? ☐ YES ☑NO. If "YES", describe that relationship: ______________

3. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)	Form of Delivery of Act		Rec'd
________ Signature / Date	☐ Electronic ________ Email Address	OR ☒ Hard-Copy	______
________ Signature / Date	☐ Electronic ________ Email Address	OR ☐ Hard-Copy	______
________ Signature / Date	☐ Electronic ________ Email Address	OR ☐ Hard-Copy	______
Broker Signature	James Wes Graham Printed Name	7/17/26 Date	Time

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1. **PARTIES** Vilage of Ruidoso ("Owner") and First Place Leasing Inc. ("Brokerage") do hereby agree that Brokerage shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Brokerage's services may be performed through one or more authorized agents and any reference to Brokerage in this Agreement includes such authorized agents.
2. **RELATIONSHIP**. By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Brokerage. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Brokerage shall be acting only as agent for the Owner by appointing a broker within its office to manage the property on behalf of the Brokerage, acting as it's agent, as permitted by law. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.
3. **PROPERTY.**

1114 Mechem Dr Ruidoso 88345
Address (Street, City, State, Zip Code)

Lots 6, 7, 10 of the H.F. Investors Tract
Legal Description

Or metes and bounds description attached as Exhibit ________, Lincoln County(ies), New Mexico.

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

4. **TERM**. The Term of this Agreement will begin on September 01, 2026 and will terminate at 11:59 pm Mountain Time on August 31, 2027 (Term). Unless written notice of termination is given no later than 45 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 45 days written notice by either Party.
5. **BROKERAGE OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY**. Owner grants to Brokerage the authority to manage the Property and Brokerage agrees to accept the management responsibilities for the Property which shall include the following:

A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.

i. The cost of advertisements is Owner's responsibility. Owner authorizes Brokerage to incur advertising costs up to $ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.

ii. The method of advertising is in Brokerage's sole discretion subject to this Sub-Paragraph 1(A)(iii).

iii. Brokerage ☐ will OR ☑ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.

B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Brokerage to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Brokerage must enter into a contract with the third-party providing such report which requires the Brokerage to maintain the confidentiality of the information obtained or if Brokerage is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Brokerage will not provide such information to Owner. Under New Mexico law, an applicant may be charged a screening fee, not to exceed $50, to cover the cost of obtaining information about the applicant, including a credit report, reference check, or screening service. In the event Brokerage's due diligence is in excess of the $50 that can be charged to the applicant, Owner ☐ will ☑ will not be charged to cover the difference.

C. **Lease Agreements.**

i. Entering into rental/lease agreements in the Owner's name and/or in the name of Brokerage as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.

ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

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

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

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

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

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

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

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

6. **ADDITIONAL BROKERAGE RESPONSIBILITIES.**

A. Maintain records of owner and tenants;

B. Upon request by Owner, provide all rental agreements to Owner.

C. Provide ☑ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☑ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☑ Other move in condition report if available.

D. Deposit all collected receipts in Brokerage's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Brokerage to advance funds on behalf of Owner. Trust account ☐ will ☑ will not be interest-bearing. If interest-bearing, ☐ Brokerage ☐ Owner will receive interest accrued.

E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 25th day of each month as provided below.
   i. For Rentals of 30-Days or longer: Brokerage's accounting shall include the following:
      a. the previous month's balance;
      b. funds deposited by category;
      c. funds disbursed by category;
      d. ending balance, and;
      e. other __________.
   ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Para. 6(E)(i)), Brokerage's accounting shall also include the following:
      a. rental income for the month;
      b. credit card fees;
      c. maintenance charges; and
      d. amount paid in commission to Brokerage.

  Owner(s)______ Broker(s)______

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

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

9. **COMPENSATION/FEES.**
   - **A.** In return for renting and managing the Property, Owner agrees to pay Brokerage see addendum plus, applicable gross receipts taxes in the following manner: see addendum
     Compensation due Brokerage for periods less than the scheduled rental period shall be prorated.
   - **B.** In the event Owner requests Brokerage to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement
   - **C.** In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Brokerage under this Agreement Owner will pay Brokerage (plus applicable gross receipts taxes).
     - **i.** With respect to existing lease: see addendum
     - **ii.** With respect to renewals: see addendum
     - **iii.** Other: see addendum
   - **D.** All other fees charged to Owner: see addendum
   - **E.** Owner authorizes Brokerage to reimburse him/her/itself out of any rental proceeds for all expenses and costs operating the Property under this Agreement, including Brokerage compensation and applicable fees.

10. **FEES RETAINED BY BROKERAGE.** The following fees will be charged to Tenant and retained by Brokerage unless other- wise noted below:
    - ☐ Late Charges:
    - ☐ Insufficient Fund Fees:
    - ☐ Other: Key Duplication Fees
    - ☐ Other: Application Fees

  Owner(s)______ Broker(s)______

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11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Brokerage shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Brokerage, but not less than $ n/a. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Brokerage with evidence of fire and vandalism insurance within 45 days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Brokerage, as well as Owner.

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☐ YES ☑ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.
    - A. DISCLOSURE AND INFORMATION REQUIREMENTS. In order for Brokerage to comply with Lead-Based Paint disclosure requirements, Owner shall provide Brokerage with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.
    - B. RENOVATION, REPAIR AND PAINTING. If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Brokerage's knowledge and written consent.

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

14. **OWNER'S OBLIGATIONS.**
    - A. INITIAL DEPOSIT/RESERVE: Upon signing of this Agreement, Owner shall remit to Brokerage the sum of $ n/a as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Brokerage to pay obligations of Owner under this Agreement as they become due. Brokerage shall notify Owner if the reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than 15 days to deposit funds to restore Owner's account to the above-stated amount. Brokerage is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Brokerage be required to use his/ her/its own funds to pay any disbursements.
    - B. SMOKE and CO DETECTORS. At owner's expense, ☑ smoke detectors ☑ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
    - C. PROPERTY LIENS. Owner shall notify Brokerage immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Brokerage is authorized to notify the tenant(s).
    - D. PROPERTY CONDITION REPORT. Owner will provide Brokerage with a written inventory list and property condition report. Brokerage's agreement to manage the Property is contingent on Brokerage's satisfaction with the condition of the Property, which shall be determined by inspection subject to Brokerage's sole discretion.

15. **TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☑ Brokerage ☐ Owner. Brokerage will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Brokerage cannot be applied to repairs or other costs during the Term of the rental agreement.

16. **SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.

  Owner(s)________ Broker(s)________

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17. **FOREIGN OWNERS. Is Owner a Foreign Person?** ☐ Yes ☑ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.

If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☑ No.

If the rental income is effectively-connected income, Owner must submit to Brokerage a fully executed Internal Revenue Services ("IRS") Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Brokerage will result in Brokerage withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).

18. **REPORTING REQUIREMENTS.** Brokerage is required to report revenue collected on behalf of owners to both the IRS and to the owners themselves. Brokerage shall comply with all state and federal reporting requirements. Upon request, Owner shall provide Brokerage with a fully executed IRS Form W-9 for this purpose.

19. **ASSIGNMENT.**

A. This Agreement ☑ may ☐ may not be assigned by Brokerage. Conditions on Assignment: ☐ none; ☑ only with Owner's consent; ☐ other (list conditions): ______________________________

B. This Agreement ☐ may ☑ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Brokerage's consent; ☐ other (list conditions): ______________________________

20. **LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Brokerage in obtaining legal advice regarding compliance with any law affecting the Property or in hiring an attorney as may be required by law or court rules to appear on behalf of Brokerage in court on eviction or other legal proceedings involving the enforcement of the lease agreement or New Mexico law affecting the Property. If such expenditure also benefits other property owners for whom Brokerage conducts property management activities, Owner shall pay an apportioned amount of such expense.

21. **HOLD HARMLESS CLAUSE.** Owner shall hold Brokerage, Brokerage's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Brokerage harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Brokerage assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokerages. Brokerage assumes no liability for default by Tenant. Brokerage assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Brokerage shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Brokerage shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Brokerage harmless from any claims and/or actions brought by any such persons or entities. Brokerage shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Brokerage will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.

22. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.

23. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

  Owner(s)__________ Broker(s)__________

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25.

26. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
27. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
28. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
29. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
30. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☑ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
31. **ADDITIONAL TERMS** see addendum
32. **NOTICES AND DEMANDS.** Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Brokerage individually may specify hereafter in writing:

Brokerage: 817 E. Llano Estacado Blvd. Clovis NM 88101
Address (Street, City, State, Zip Code)

Owner: 313 Cree Meadows Dr. Ruidoso NM 88345
Address (Street, City, State, Zip Code)

Copy to: owner
Address (Street, City, State, Zip Code)

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

OWNER(S)				**BROKERAGE(S)**			
	Vilage of Ruidoso				James Wes Graham	7/16/26	
Owner Signature	Print Name	Date	Time	Broker Signature	Print Name	Date	Time
Owner Signature	Print Name	Date	Time	Broker Signature	Print Name	Date	Time

Broker ☑ is ☐ is not a REALTOR®

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

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EXHIBIT A - PROPERTY INFORMATION

OWNER NAME: Vilage of Ruidoso
PHONE NUMBER(S): (575) 258-4343
PROPERTY ADDRESS: 1114 Mechem Dr, Ruidoso, NM 88345
If there is an EXISTING TENANT, Owner to provide Brokerage with copies of all Rental Agreements.
Existing Tenant Name: Roster to be furnished
Home Phone: ______________ Work Phone: ______________

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	$ ______	Minimum	$ ______	Maximum
Acceptable Lease Term:	TBD	Minimum	1year	Maximum
Acceptable Renewal Term:	TBD	Minimum	1year	Maximum

WATER SOURCE: ☑ City ☐ Well.
If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other
Limitations or restrictions on use: ______________
Unless otherwise agreed to in writing, Brokerage is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

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

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

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

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

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

OWNER'S INSURANCE: Insurance Name: n/a
Insurance Agent Name: ______________ Policy # ______________

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

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

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

IF APPLICABLE:
MAILBOX NUMBER: ______________ **PARKING SPACE NUMBER:** ______________
GATE CODE: ______________ **ALARM COMPANY AND CODE:** ______________

  Owner(s) ________ Broker(s) ________

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
GENERAL ADDENDUM NO. 1

EQUAL HOUSING OPPORTUNITY

This Addendum is part of the Property Management Agreement ("Agreement") dated 08/01, 20 26 between First Place Leasing, Inc.
and Vilage of Ruidoso
and relating to the following Property:
1114 Mechem Dr, Ruidoso, NM 88345
Address (Street, City, State, Zip Code)
Lots 6, 7, 10 of the H.F. Investors Tract
Legal Description
or see metes and bounds description attached as Exhibit ______, Lincoln County(ies), New Mexico.

The Agreement is amended as follows:

Broker will not be responsible for damages caused by tenant.
Broker will not be responsible for changes in market conditions.
Broker will not be responsible for any uncollected judgements or evictions.
Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance cost that will not be the responsibility of the tenant.
Proceeds will be deposited and processed on the 15th day of the month, however if this is a holiday or weekend it will be processed on the next business day.
Broker will be provided rent calculator and all rents charged will be in accordance with the document (exhibit) provided.
Hold Harmless Clause is omitted and replaced as follows:
Both parties to this agreement agree to hold each other harmless of damages, suits and cost incurred with the management of the property. All brokers, employees, subcontractors, subagents of representatives to be held harmless. Neither party should be held liable for persons engaged to perform services or improvement to the property.
Insurance shall be omitted as written and replaced as follows:
Property owner agrees to carry at own expense adequate insurance for damages and liability for loss, damage and injury to property and persons which may arise out of the occupancy, management, operation or maintenance of the property. The deductible required under any insurance policy shall be at owners' expense of the property.
Per Addendum #1 the 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.

See Attachment Exhibit A Also

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
GENERAL ADDENDUM NO. 1

EQUAL HOUSING OPPORTUNITY

ADDENDUM PROVISIONS CONTROL. If there is any conflict between the provisions of this Addendum and the provisions of the Agreement and/or any earlier Addendum, the provisions of this Addendum shall control. The remaining, unchanged provisions of the Agreement and/or any previously dated Addendum shall remain in effect.

BUYER/TENANT/BROKER
Check Applicable
☐ Buyer ☐ Tenant ☑ Broker

Signature ____ First Place Leasing, Inc. Printed Name ____ 7/10/26 Date ____ Time ____

Signature ____ Printed Name ____ Date ____ Time ____

SELLER/LANDLORD/OWNER/BROKER
Check Applicable
☐ Seller ☑ Landlord/Owner ☐ Broker

Signature ____ Vilage of Ruidoso Printed Name ____ Date ____ Time ____

Signature ____ Printed Name ____ Date ____ Time ____

If additional signature lines are needed, please use NMAR Form 1150 — Signature Addendum

ADDENDUM NUMBER ONE TO PROPERTY MANAGEMENT AGREEMENT

Addendum to Property Management Agreement dated September 1, 2026, between Village of Ruidoso (1114 Mechem Dr, Ruidoso, NM 88345) Owner and First Place Leasing, Inc.

6. ADDITIONAL BROKER RESPONSIBILITIES.

E. Broker shall render monthly statements on or before the 25h day of the month. Owner disbursements via electronic transfer, mail or pick up by owner will be on the 15th day of each month, unless the 15th is on a weekend or bank holiday. Then it will occur on the next business day.

7. EXIGENT CIRCUMSTANCES.

Broker is authorized to in addition to items set forth to complete all repairs to plumbing, heating, air conditioning, sewer lines and drains, electrical, and appliances to maintain the systems, lines, and appliances in working condition and/or to replace, if necessary at all times even in excess of Paragraph 5(F).

9. COMPENSATION.

A. In return for renting and managing the Property, the Owner agrees to pay Broker 7.75 Percent (7.75%)_plus applicable gross receipts taxes in the following manner: When and on all rents received. In Addition, Owner agrees____ does not agree__X__ to pay Broker Leasing Fee amount equal to first month full rent, plus applicable gross receipts tax. Broker may offer compensation to other Brokers via MLS to be paid from this Broker Leasing Fee.

B. Broker provides facilitation of repairs and replacement of existing items only, and only if an emergency unless authorized by owner.

(1) Broker does not provide renovation or construction management services or supervision. Such work is solely the responsibility of the Owner to contract for and supervise. Broker is specifically relieved of these duties and any liability regarding same. Should the Broker participate in renovation management services and cost the Owner will pay 5% of the contractor involved and or work order and involved in supervising.

C. In the event of termination of this Agreement by Owner for any reason, Owner will pay Broker (plus applicable gross receipts taxes). If Broker terminates no fee is due.

(i.) With respect to existing lease(s): Balance due of management fee for remaining term of existing leases ending dates. (see Addendum #1 28-M)

(ii.) With respect to renewal(s): Balance due of management fee for remaining term of existing leases ending dates. (see Addendum #1 28-M)

(iii.): Other: Commercial and Sale (see Addendum #1 28-M)

Initials: Broker______ Owner: ______

28. ADDITIONAL TERMS.

A. For commercial leasing the owner agrees to pay the broker 6% of the gross lease plus applicable gross receipts tax payable at execution of lease and authorizes the broker to pay leasing commissions to Broker and cooperating brokers from owner's funds.

B. For apartments Owner agrees to pay resident manager up to 3% of gross scheduled income.

C. Owner agrees to advise the broker in writing if payment of insurance, property, sewer and garbage assessments or special assessments are desired.

D. Broker will inventory only personal property that is listed on the Property Management Data executed by the owner. Owner agrees to save and hold harmless Broker for loss of any personal property whether inventoried on Property Management Data or not except in case of Brokers willful misconduct or gross negligence.

E. Owner agrees to hold and save Broker free and harmless from damages or injuries to persons or property, either in and about the premises or elsewhere, so long as Broker is lawfully carrying out the intended provisions of this Agreement or acting under the express directions of the Owner. The Broker shall also not be liable for any error of judgment or for any mistake or in fact of law, or for anything which it may do or refrain from doing, except in case of willful misconduct or gross negligence.

F. Owner agrees to defend promptly and diligently. and to indemnify and to hold Broker harmless, at Owner's sole expense from any claim, action or proceeding brought against Broker due to Broker's performance of its duties with respect to the Property, unless it is the result of Broker's gross negligence or willful misconduct. It is expressly understood and agreed that this provision shall survive the termination of the Agreement. Nothing contained in this provision shall relieve Broker from responsibility to Owner or others for the willful acts or omissions or Broker's gross negligence.

G. If owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinances or law of any Federal, State or Municipal Authority, within five (5) business days after written notification of same by Broker; Broker upon giving written notice, mailed to Owner at its address first herein above set forth, shall terminate this Agreement in the event that Owner has not commenced to curtail the violation.

H. Owner agrees to name Broker as an additional insured under all liability portions of the Owner's insurance on the property or umbrella policies the owner may have, and to make Broker a party of notice in the event of change, expiration or cancellation of said policy. The owner authorizes Broker to place for rent, for lease and managed by signs on property; to release keys to contractors, prospective tenants, other Brokers and agents and other authorized personnel to access the property; to place property including address & photographs in advertising and on the internet.

Initials: Broker______ Owner: ____

I. During the term of this agreement, or 90 days after the termination of this agreement ("the protection period") any persons currently negotiating or pending leases.

J. Broker may from time to time retain the services of various vendors to make such necessary repairs as to preserve the premises in present condition and/or to comply with the lease agreement or applicable housing codes. Owners signature hereto acknowledges the potential conflict of interest in vendor selection and waives any requirement that Broker employ other or different vendors for necessary maintenance.

K. Broker has authorization to transfer funds between properties owned by the same owner.

L. Owner shall maintain with Broker a reserve account in an amount not less than $TBD. Said amount shall be held in the trust account of Broker and shall be held in reserve for payment of necessary expense as described in this agreement. If the reserve account should upon necessary expenditures by Broker fall below the reserve account amount stated herein, then said account shall be replenished upon the collection of future rental payments, or immediately by the Owner upon the request of the Broker.

M. In the event of termination with respect to existing leases Owner will pay Broker agreed amount of compensation (Item 9-A) plus applicable gross receipts tax for remaining terms of leases in place and with respect to renewals (month to month) Owner will pay Broker agreed amount of compensation (Item 9-A) plus applicable gross receipts tax for any rents received prior to termination. This applies only when Owner terminates, not if Broker terminates.

N. Owner agrees to receive yearly 1099 electronically, if they have email availability.

Owner	Date Time	Owner	Date Time
Signature First Place Leasing, Inc.	7/16/26 Date Time		

Revised: March 1,2021

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026 PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

PART I – BROKER DUTIES DISCLOSURE

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

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

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

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

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

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

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PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
   A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
   B. the buyer's motivation for buying; or
   C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

PART II –OTHER DISCLOSURES

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

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER, NOT THE TENANT.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction? ☐YES ☑NO If "YES", explain: ____________________

MATERIAL INTEREST/RELATIONSHIP. Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? ☐ YES ☑NO. If "YES", describe that relationship: __________

3. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)		Form of Delivery of Act		Rec'd
Signature	Date	☐ Electronic _____ Email Address	OR ☒ Hard-Copy	
Signature	Date	☐ Electronic _____ Email Address	OR ☐ Hard-Copy	
Signature	Date	☐ Electronic _____ Email Address	OR ☐ Hard-Copy	
Broker Signature		James Wes Graham Printed Name	7/17/26 Date	Time

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1. **PARTIES** Vilage of Ruidoso ("Owner") and First Place Leasing Inc. ("Brokerage") do hereby agree that Brokerage shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Brokerage's services may be performed through one or more authorized agents and any reference to Brokerage in this Agreement includes such authorized agents.
2. **RELATIONSHIP**. By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Brokerage. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Brokerage shall be acting only as agent for the Owner by appointing a broker within its office to manage the property on behalf of the Brokerage, acting as it's agent, as permitted by law. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.
3. **PROPERTY.**
1114 Mechem Dr Ruidoso 88345
Address (Street, City, State, Zip Code)
Lots 6, 7, 10 of the H.F. Investors Tract
Legal Description
Or metes and bounds description attached as Exhibit ________, Lincoln County(ies), New Mexico.
PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.
4. **TERM**. The Term of this Agreement will begin on September 01, 2026 and will terminate at 11:59 pm Mountain Time on August 31, 2027 (Term). Unless written notice of termination is given no later than 45 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 45 days written notice by either Party.
5. **BROKERAGE OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY**. Owner grants to Brokerage the authority to manage the Property and Brokerage agrees to accept the management responsibilities for the Property which shall include the following:
   - A. **Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
     - i. The cost of advertisements is Owner's responsibility. Owner authorizes Brokerage to incur advertising costs up to $ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
     - ii. The method of advertising is in Brokerage's sole discretion subject to this Sub-Paragraph 1(A)(iii).
     - iii. Brokerage ☐ will OR ☑ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
   - B. **Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Brokerage to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Brokerage must enter into a contract with the third-party providing such report which requires the Brokerage to maintain the confidentiality of the information obtained or if Brokerage is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Brokerage will not provide such information to Owner. Under New Mexico law, an applicant may be charged a screening fee, not to exceed $50, to cover the cost of obtaining information about the applicant, including a credit report, reference check, or screening service. In the event Brokerage's due diligence is in excess of the $50 that can be charged to the applicant, Owner ☐ will ☑ will not be charged to cover the difference.
   - C. **Lease Agreements.**
     - i. Entering into rental/lease agreements in the Owner's name and/or in the name of Brokerage as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.
     - ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.
   - D. **Tenant Concerns.** Addressing tenant issues and negotiating tenant disputes.

  Owner(s) ________ Broker(s) ________

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

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

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

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

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

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

6. **ADDITIONAL BROKERAGE RESPONSIBILITIES.**

A. Maintain records of owner and tenants;

B. Upon request by Owner, provide all rental agreements to Owner.

C. Provide ☑ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☑ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☑ Other move in condition report if available.

D. Deposit all collected receipts in Brokerage's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Brokerage to advance funds on behalf of Owner. Trust account ☐ will ☑ will not be interest-bearing. If interest-bearing, ☐ Brokerage ☐ Owner will receive interest accrued.

E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 25th day of each month as provided below.
   i. For Rentals of 30-Days or longer: Brokerage's accounting shall include the following:
      a. the previous month's balance;
      b. funds deposited by category;
      c. funds disbursed by category;
      d. ending balance, and;
      e. other __________.
   ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Para. 6(E)(i)), Brokerage's accounting shall also include the following:
      a. rental income for the month;
      b. credit card fees;
      c. maintenance charges; and
      d. amount paid in commission to Brokerage.

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PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

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

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

9. **COMPENSATION/FEES.**
   - **A.** In return for renting and managing the Property, Owner agrees to pay Brokerage see addendum

     plus, applicable gross receipts taxes in the following manner: see addendum

     Compensation due Brokerage for periods less than the scheduled rental period shall be prorated.
   - **B.** In the event Owner requests Brokerage to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement
   - **C.** In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Brokerage under this Agreement Owner will pay Brokerage (plus applicable gross receipts taxes).
     - **i.** With respect to existing lease: see addendum
     - **ii.** With respect to renewals: see addendum
     - **iii.** Other: see addendum
   - **D.** All other fees charged to Owner: see addendum
   - **E.** Owner authorizes Brokerage to reimburse him/her/itself out of any rental proceeds for all expenses and costs operating the Property under this Agreement, including Brokerage compensation and applicable fees.

10. **FEES RETAINED BY BROKERAGE.** The following fees will be charged to Tenant and retained by Brokerage unless other- wise noted below:
    - ☐ Late Charges:
    - ☐ Insufficient Fund Fees:
    - ☐ Other: Key Duplication Fees
    - ☐ Other: Application Fees

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PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

11. **INSURANCE.** Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Brokerage shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Brokerage, but not less than $ n/a. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Brokerage with evidence of fire and vandalism insurance within 45 days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Brokerage, as well as Owner.

12. **LEAD- BASED PAINT.** Was the residence(s) on the Property built prior to 1978? ☐ YES ☑ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.
    - A. DISCLOSURE AND INFORMATION REQUIREMENTS. In order for Brokerage to comply with Lead-Based Paint disclosure requirements, Owner shall provide Brokerage with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.
    - B. RENOVATION, REPAIR AND PAINTING. If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Brokerage's knowledge and written consent.

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

14. **OWNER'S OBLIGATIONS.**
    - A. INITIAL DEPOSIT/RESERVE: Upon signing of this Agreement, Owner shall remit to Brokerage the sum of $ n/a as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Brokerage to pay obligations of Owner under this Agreement as they become due. Brokerage shall notify Owner if the reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than 15 days to deposit funds to restore Owner's account to the above-stated amount. Brokerage is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Brokerage be required to use his/ her/its own funds to pay any disbursements.
    - B. SMOKE and CO DETECTORS. At owner's expense, ☑ smoke detectors ☑ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
    - C. PROPERTY LIENS. Owner shall notify Brokerage immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Brokerage is authorized to notify the tenant(s).
    - D. PROPERTY CONDITION REPORT. Owner will provide Brokerage with a written inventory list and property condition report. Brokerage's agreement to manage the Property is contingent on Brokerage's satisfaction with the condition of the Property, which shall be determined by inspection subject to Brokerage's sole discretion.

15. **TENANT DEPOSITS; REFUND.** During the term of this Agreement, deposits will be held by ☑ Brokerage ☐ Owner. Brokerage will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Brokerage cannot be applied to repairs or other costs during the Term of the rental agreement.

16. **SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.

  Owner(s)________ Broker(s)________

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026 PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

17. **FOREIGN OWNERS. Is Owner a Foreign Person?** ☐ Yes ☑ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.

   If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☑ No.

   If the rental income is effectively-connected income, Owner must submit to Brokerage a fully executed Internal Revenue Services ("IRS") Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Brokerage will result in Brokerage withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).
18. **REPORTING REQUIREMENTS.** Brokerage is required to report revenue collected on behalf of owners to both the IRS and to the owners themselves. Brokerage shall comply with all state and federal reporting requirements. Upon request, Owner shall provide Brokerage with a fully executed IRS Form W-9 for this purpose.
19. **ASSIGNMENT.**
   A. This Agreement ☑ may ☐ may not be assigned by Brokerage. Conditions on Assignment: ☐ none; ☑ only with Owner's consent; ☐ other (list conditions): ____________________
   B. This Agreement ☐ may ☑ may not be assigned by Owner. Conditions on Assignment: ☐ none; ☐ only with Brokerage's consent; ☐ other (list conditions): ____________________
20. **LEGAL FEES.** Owner shall pay all fines and reasonable expenses incurred by Brokerage in obtaining legal advice regarding compliance with any law affecting the Property or in hiring an attorney as may be required by law or court rules to appear on behalf of Brokerage in court on eviction or other legal proceedings involving the enforcement of the lease agreement or New Mexico law affecting the Property. If such expenditure also benefits other property owners for whom Brokerage conducts property management activities, Owner shall pay an apportioned amount of such expense.
21. **HOLD HARMLESS CLAUSE.** Owner shall hold Brokerage, Brokerage's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Brokerage harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Brokerage assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokerages. Brokerage assumes no liability for default by Tenant. Brokerage assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Brokerage shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Brokerage shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Brokerage harmless from any claims and/or actions brought by any such persons or entities. Brokerage shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Brokerage will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.
22. **ATTORNEYS' FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.
23. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

  Owner(s)__________ Broker(s)__________

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PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EQUAL HOUSING OPPORTUNITY

25.

26. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
27. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
28. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
29. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
30. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☑ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
31. **ADDITIONAL TERMS** see addendum
32. **NOTICES AND DEMANDS.** Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Brokerage individually may specify hereafter in writing:

Brokerage: 817 E. Llano Estacado Blvd. Clovis NM 88101
Address (Street, City, State, Zip Code)

Owner: 313 Cree Meadows Dr. Ruidoso NM 88345
Address (Street, City, State, Zip Code)

Copy to: owner
Address (Street, City, State, Zip Code)

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

OWNER(S)

Owner Signature	Print Name	Date	Time
	Vilage of Ruidoso		

BROKERAGE(S)

Broker Signature	Print Name	Date	Time
[signature]	James Wes Graham	7/16/26	

Broker ☑ is ☐ is not a REALTOR®

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

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
PROPERTY MANAGEMENT AGREEMENT– RESIDENTIAL

EXHIBIT A - PROPERTY INFORMATION

OWNER NAME: Vilage of Ruidoso
PHONE NUMBER(S): (575) 258-4343
PROPERTY ADDRESS: 1114 Mechem Dr, Ruidoso, NM 88345
If there is an EXISTING TENANT, Owner to provide Brokerage with copies of all Rental Agreements.
Existing Tenant Name: Roster to be furnished
Home Phone: ____________ Work Phone: ____________

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	$ ______ Minimum	$ ______ Maximum
Acceptable Lease Term:	TBD Minimum	1year Maximum
Acceptable Renewal Term:	TBD Minimum	1year Maximum

WATER SOURCE: ☑ City ☐ Well.
If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other
Limitations or restrictions on use: ____________
Unless otherwise agreed to in writing, Brokerage is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

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

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

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

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

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

OWNER'S INSURANCE: Insurance Name: n/a
Insurance Agent Name: ____________ Policy # ____________

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

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

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

IF APPLICABLE:
MAILBOX NUMBER: ____________ **PARKING SPACE NUMBER:** ____________
GATE CODE: ____________ **ALARM COMPANY AND CODE:** ____________

  Owner(s) ______ Broker(s) ______

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
GENERAL ADDENDUM NO. 1

EQUAL HOUSING OPPORTUNITY

This Addendum is part of the Property Management Agreement ("Agreement") dated 08/01, 20 26 between First Place Leasing, Inc.
and Vilage of Ruidoso
and relating to the following Property:
1114 Mechem Dr, Ruidoso, NM 88345
Address (Street, City, State, Zip Code)
Lots 6, 7, 10 of the H.F. Investors Tract
Legal Description
or see metes and bounds description attached as Exhibit ______, Lincoln County(ies), New Mexico.

The Agreement is amended as follows:

Broker will not be responsible for damages caused by tenant.
Broker will not be responsible for changes in market conditions.
Broker will not be responsible for any uncollected judgements or evictions.
Owner acknowledges that the property will be used as a rental. This will result in preventative and ongoing maintenance cost that will not be the responsibility of the tenant.
Proceeds will be deposited and processed on the 15th day of the month, however if this is a holiday or weekend it will be processed on the next business day.
Broker will be provided rent calculator and all rents charged will be in accordance with the document (exhibit) provided.
Hold Harmless Clause is omitted and replaced as follows:
Both parties to this agreement agree to hold each other harmless of damages, suits and cost incurred with the management of the property. All brokers, employees, subcontractors, subagents of representatives to be held harmless. Neither party should be held liable for persons engaged to perform services or improvement to the property.
Insurance shall be omitted as written and replaced as follows:
Property owner agrees to carry at own expense adequate insurance for damages and liability for loss, damage and injury to property and persons which may arise out of the occupancy, management, operation or maintenance of the property. The deductible required under any insurance policy shall be at owners' expense of the property.
Per Addendum #1 the 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.

See Attachment Exhibit A Also

REALTOR®

NEW MEXICO ASSOCIATION OF REALTORS® — 2026
GENERAL ADDENDUM NO. 1

EQUAL HOUSING OPPORTUNITY

ADDENDUM PROVISIONS CONTROL. If there is any conflict between the provisions of this Addendum and the provisions of the Agreement and/or any earlier Addendum, the provisions of this Addendum shall control. The remaining, unchanged provisions of the Agreement and/or any previously dated Addendum shall remain in effect.

BUYER/TENANT/BROKER
Check Applicable
☐ Buyer ☐ Tenant ☑ Broker

Signature	Printed Name	Date	Time
[signature]	First Place Leasing, Inc.	7/10/26	

SELLER/LANDLORD/OWNER/BROKER
Check Applicable
☐ Seller ☑ Landlord/Owner ☐ Broker

Signature	Printed Name	Date	Time
	Vilage of Ruidoso		

If additional signature lines are needed, please use NMAR Form 1150 — Signature Addendum

ADDENDUM NUMBER ONE TO PROPERTY MANAGEMENT AGREEMENT

Addendum to Property Management Agreement dated September 1, 2026, between Village of Ruidoso (1114 Mechem Dr, Ruidoso, NM 88345) Owner and First Place Leasing, Inc.

6. ADDITIONAL BROKER RESPONSIBILITIES.

E. Broker shall render monthly statements on or before the 25h day of the month. Owner disbursements via electronic transfer, mail or pick up by owner will be on the 15th day of each month, unless the 15th is on a weekend or bank holiday. Then it will occur on the next business day.

7. EXIGENT CIRCUMSTANCES.

Broker is authorized to in addition to items set forth to complete all repairs to plumbing, heating, air conditioning, sewer lines and drains, electrical, and appliances to maintain the systems, lines, and appliances in working condition and/or to replace, if necessary at all times even in excess of Paragraph 5(F).

9. COMPENSATION.

A. In return for renting and managing the Property, the Owner agrees to pay Broker 7.75 Percent (7.75%)_plus applicable gross receipts taxes in the following manner: When and on all rents received. In Addition, Owner agrees____ does not agree__X__ to pay Broker Leasing Fee amount equal to first month full rent, plus applicable gross receipts tax. Broker may offer compensation to other Brokers via MLS to be paid from this Broker Leasing Fee.

B. Broker provides facilitation of repairs and replacement of existing items only, and only if an emergency unless authorized by owner.

(1) Broker does not provide renovation or construction management services or supervision. Such work is solely the responsibility of the Owner to contract for and supervise. Broker is specifically relieved of these duties and any liability regarding same. Should the Broker participate in renovation management services and cost the Owner will pay 5% of the contractor involved and or work order and involved in supervising.

C. In the event of termination of this Agreement by Owner for any reason, Owner will pay Broker (plus applicable gross receipts taxes). If Broker terminates no fee is due.

(i.) With respect to existing lease(s): Balance due of management fee for remaining term of existing leases ending dates. (see Addendum #1 28-M)

(ii.) With respect to renewal(s): Balance due of management fee for remaining term of existing leases ending dates. (see Addendum #1 28-M)

(iii.): Other: Commercial and Sale (see Addendum #1 28-M)

Initials: Broker______ Owner: ______

28. ADDITIONAL TERMS.

A. For commercial leasing the owner agrees to pay the broker 6% of the gross lease plus applicable gross receipts tax payable at execution of lease and authorizes the broker to pay leasing commissions to Broker and cooperating brokers from owner's funds.

B. For apartments Owner agrees to pay resident manager up to 3% of gross scheduled income.

C. Owner agrees to advise the broker in writing if payment of insurance, property, sewer and garbage assessments or special assessments are desired.

D. Broker will inventory only personal property that is listed on the Property Management Data executed by the owner. Owner agrees to save and hold harmless Broker for loss of any personal property whether inventoried on Property Management Data or not except in case of Brokers willful misconduct or gross negligence.

E. Owner agrees to hold and save Broker free and harmless from damages or injuries to persons or property, either in and about the premises or elsewhere, so long as Broker is lawfully carrying out the intended provisions of this Agreement or acting under the express directions of the Owner. The Broker shall also not be liable for any error of judgment or for any mistake or in fact of law, or for anything which it may do or refrain from doing, except in case of willful misconduct or gross negligence.

F. Owner agrees to defend promptly and diligently. and to indemnify and to hold Broker harmless, at Owner's sole expense from any claim, action or proceeding brought against Broker due to Broker's performance of its duties with respect to the Property, unless it is the result of Broker's gross negligence or willful misconduct. It is expressly understood and agreed that this provision shall survive the termination of the Agreement. Nothing contained in this provision shall relieve Broker from responsibility to Owner or others for the willful acts or omissions or Broker's gross negligence.

G. If owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinances or law of any Federal, State or Municipal Authority, within five (5) business days after written notification of same by Broker; Broker upon giving written notice, mailed to Owner at its address first herein above set forth, shall terminate this Agreement in the event that Owner has not commenced to curtail the violation.

H. Owner agrees to name Broker as an additional insured under all liability portions of the Owner's insurance on the property or umbrella policies the owner may have, and to make Broker a party of notice in the event of change, expiration or cancellation of said policy. The owner authorizes Broker to place for rent, for lease and managed by signs on property; to release keys to contractors, prospective tenants, other Brokers and agents and other authorized personnel to access the property; to place property including address & photographs in advertising and on the internet.

Initials: Broker_____ Owner: ____

I. During the term of this agreement, or 90 days after the termination of this agreement ("the protection period") any persons currently negotiating or pending leases.

J. Broker may from time to time retain the services of various vendors to make such necessary repairs as to preserve the premises in present condition and/or to comply with the lease agreement or applicable housing codes. Owners signature hereto acknowledges the potential conflict of interest in vendor selection and waives any requirement that Broker employ other or different vendors for necessary maintenance.

K. Broker has authorization to transfer funds between properties owned by the same owner.

L. Owner shall maintain with Broker a reserve account in an amount not less than $TBD. Said amount shall be held in the trust account of Broker and shall be held in reserve for payment of necessary expense as described in this agreement. If the reserve account should upon necessary expenditures by Broker fall below the reserve account amount stated herein, then said account shall be replenished upon the collection of future rental payments, or immediately by the Owner upon the request of the Broker.

M. In the event of termination with respect to existing leases Owner will pay Broker agreed amount of compensation (Item 9-A) plus applicable gross receipts tax for remaining terms of leases in place and with respect to renewals (month to month) Owner will pay Broker agreed amount of compensation (Item 9-A) plus applicable gross receipts tax for any rents received prior to termination. This applies only when Owner terminates, not if Broker terminates.

N. Owner agrees to receive yearly 1099 electronically, if they have email availability.

______________________________ ______________________________
Owner Date Time Owner Date Time

7/16/26

Signature Date Time
First Place Leasing, Inc.

Revised: March 1,2021

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Lara Price, Economic Development Director
Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Professional Services Agreement with the Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of $46,000.00

Item Summary:

Discussion and Possible Action on Professional Services Agreement with the Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of $46,000.00

Financial Impact:

The funds are budgeted in the FY 2026 General Fund's Legislative Departments' Contract Services line item (101-010-52000) in the amount of $46,000.00.

Item Discussion:

As part of the year-to-year, recurring Core Services in fulfillment of the roles. responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (Ruidoso Midtown Association), the Village of Ruidoso and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the Midtown district of Ruidoso in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program.

Recommendations:

To Approve Professional Services Agreement with the Ruidoso Midtown Association to Promote the Midtown District in the Village of Ruidoso in the Amount of $46,000.00

ATTACHMENTS:
RMA Agreement 2027.pdf
2026 - 2027 Annual Work Plan.pdf

RUIDOSO MIDTOWN ASSOCIATION

PROFESSIONAL SERVICES AGREEMENT

with

VILLAGE OF RUIDOSO

This Professional Services Agreement ("this Agreement") is effective July 1, 2027, between the Village of Ruidoso, New Mexico, a municipal corporation (the "Village") whose notice address is 313 Cree Meadows Drive, Ruidoso New Mexico, 88345, and the Ruidoso Midtown Association ("Contractor") acting designate for the Ruidoso MainStreet Affiliate whose notice address is PO Box 531 Ruidoso NM, 88355 (collectively known as the "Parties").

Ruidoso Midtown Association - Mission and Purpose: to promote the economic, cultural and historical enhancement of the traditional commercial Midtown district of the Village of Ruidoso. The corporation will undertake endeavors to maintain a livable, walkable and recreationally rich town center with opportunities to ensure an economically and recreationally vibrant Midtown district.

In fulfillment of the purpose, the Corporation shall seek to establish public-private partnerships with local and state government, individuals or corporations with similar intent to enhance public infrastructure and revitalization efforts throughout the Midtown district. Additionally, the Corporation shall strive to fulfill all requirements of the Accelerator Accredited designations identified by the New Mexico MainStreet Program (NM Economic Development Department).

Activities Reflecting Village Funds

l. Scope of Services: Activities Reflecting Village Funds

<u>A. Core Services</u>

As part of the year-to-year, recurring Core Services in fulfillment of the roles. responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (Ruidoso Midtown Association), the Village of Ruidoso and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the Midtown district of Ruidoso in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated MainStreet District ("Midtown") in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOIJ,

3. Work closely with the Village's elected officials and professional staff, Chamber of Commerce, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Ruidoso MainStreet program and its initiatives.
5. Adopt at least two Economic Transformation Strategies and develop annual work plans for the implementation of revitalization projects in the Ruidoso MainStreet district.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Ruidoso MainStreet program to engage the public-private partnerships with Village government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Ruidoso MainStreet program and to help coordinate revitalization projects in the historic commercial district.
8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Ruidoso MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, facade or curb appeal projects, streetscapes, placemaking and beautification efforts.
    - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
    - Maintain building and property inventories
    - Seek resources for implementation of design, placemaking and beautification projects
    - Work with the Village on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
    - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Re-establish the Midtown district as a center for local residents and families to eat, shop and engage.

Tasks to be completed in FY 26-27:

Economic Vitality

1. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of attracting more locals to Midtown, specifically during off-peak seasons.
2. Compile, review and distribute previously collected feedback from residents regarding the services/offerings they need from Midtown businesses and activities they wish to engage in the district.
3. Partner with ENMIJ-Ruidoso on the local business education and training efforts for businesses and how they can support area residents and families, particularly during off-peak seasons.
4. Initiate efforts with residents and current/prospective businesses to explore diversifying dining/food options in Midtown (and potentially, food trucks) to better serve residents (especially after 2:30 pm, and during off-peak seasons).

Promotion

1. Implement events and activities that cater primarily to local residents and families:
    - Halloween event/pumpkin roll
    - Christmas Mixer
2. Design and launch a campaign to promote local business offerings for locals residents and families.

Design

1. Continue to work with the Village on advancing the Rio St. realignment project; engage NMMS to assist with design, funding or construction mitigation efforts.
2. Work with the NMMS team to advocate for and/or design options for pedestrian safety features in the Midtown district (crosswalks, traffic lights, flag system, etc.).

Organization

1. Strengthen communication/engagement with local residents and Midtown stakeholders:
    - Explore multiple outreach/communication modes and opportunities.
    - Establish community attitude input processes 2-4x/year (surveys, forums, meetings, etc.).
2. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Transformation Strategy #2: Ensure that tourism commerce remains a centerpiece of our Midtown economic development and revitalization efforts.

Tasks to be completed in FY 26-27:

Economic Vitality

1. Partner with ENMU-Ruidoso to launch an education and training series to help businesses understand how they can better support and cater to tourists,
2. Ensure that messaging and advertising space on the digital kiosk in Midtown supports our goal of engaging tourists and driving them to Midtown businesses during peak tourist seasons.

Promotion

1. Continue to plan and implement the annual Brewdoso event.
2. Continue to partner with the Village and others to support area events.,

Design

1. Work with the NMMS team and the Village to create plans and access funding pedestrian safety features in the Midtown district (crosswalks, traffic lights, crossing flags, etc.). If used, make sure to include the RMA logo on the crossing flags.
2. Work w/Village on maintenance/upgrades for mural commons and public bathrooms.
3. Wayfinding: Work with NMMS to design wayfinding signage; work with the Village to purchase, install and maintain wayfinding signs.
4. With the support of NMMS consultants, initiate plans to connect or deliver technical assistance to property owners within Midtown for upgrading their property within the boundaries of the Ruidoso Midtown District. Ruidoso Parks and Recreation facilitate beautification projects. Such projects include Midtown flower and tree planting, clean-ups, tile fundraising projects.
5. Partner with the Village of Ruidoso in identifying resources for implementation of Design projects, including the coordination of Midtown infrastructure, pedestrian plans, lighting update, sidewalk improvement, Wingfield Park improvements, comprehensive trash plan, Metropolitan Redevelopment Area Plan (MRA), Rio Street Alignment Project, and physical improvement of midtown businesses.
6. Provide assistance and collaboration with the Village on updating of the Metropolitan Redevelopment Area Plan (MRA) and Midtown District-related chapters and studies. Upon completion, evaluate the potential to fund and implement a comprehensive Midtown District Plan in conjunction with the Economic Vitality Committee, Board and Village which could be a component of a Metropolitan Redevelopment Area plan.

Organization

1. Seek funding/study for pedestrian safety (and advocate w/NMDOT for change)
2. Research, seek and apply for grants for wayfinding projects.
3. Identify and implement strategies & activities to measure progress toward our intended outcomes.

Capacity-Building Strategy: Grow the organizational capacity to meet the mission, sustain operations.

Tasks to be completed in FY 26-27:

****See 2027 Work Plan Attached****

Indicators:

(1) Development of taskforces and/or teams to support implementation of projects.
(2) Workplans that identify tasks, steps and timelines for advancement of projects under the Economic Transformation and Capacity-Building Strategies (adopted ETS July 26, 2023)
(3) Quarterly reporting on the number of businesses, civic groups, community partners and other stakeholders that collaborate/partner within Ruidoso Midtown Association helping to implement MainStreet Four Points projects;
(4) Quarterly reports of the number of businesses and volunteers that participate in events and other Midtown revitalization activities sponsored by Ruidoso Midtown Association. Volunteer hours will be tracked as an indicator of broad-based support.
(5) On a quarterly basis, produce quality marketing products that bring our brand alive and elevate the image of Midtown;
(6) No less than two annual activities to attract visitors to the district. Coordinate all marketing and promotions for each activity and track all publicity received. Publicity will be tracked and quantified with a dollar value (commensurate market value);
(7) Track participation in promotional events by area residents and tourists from outside the community;
(8) Conceptual renderings to property owners that reflect enhanced facade improvements;
(9) Exhibit a historic preservation ethic encouraging appropriate building renovations and design standards for the district;
(10) Track key statistics of jobs, new businesses, rental rate per square foot and serve as an information clearing house for this type of information;
(11) Number of new business seminars that are developed and presented each year for Midtown merchants.

ll. COMPENSATION

For all services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

(I) In consideration of a biannual MOU executed July 2024 between the Village of Ruidoso, the New Mexico MainStreet Program and Ruidoso Midtown Association or other similar instruments of commitment, and in exchange for services rendered as specified in the scope of work above, the Village shall pay to the Contractor to sum of $46,000.00 for the fiscal year 2027.

(2) For each fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the Village.

B. Method of Payment

The Village shall pay Contractor in equal quarterly installments of $11,500.00. The Contractor shall submit an invoice each quarter in accordance with Village procurement codes. The Village shall pay the Contractor within 30 days of receiving the invoice.

C. Other Funding
The Contractor shall diversify its funding base by collaborating with other community based organizations and shall seek funds from Village of Ruidoso, Ruidoso Lodgers Tax, state and federal sources with additional funds being raised locally through fundraising, grants, corporate sponsors, and donations (or a combination thereof).

IV. CONTRACTOR POLICIES

It is the policy of the Ruidoso Midtown Association, our MainStreet organization, to collaborate with our district businesses, community organizations, community groups, and the Village of Ruidoso to develop consistency within the district.

It is the goal of the Ruidoso Midtown Association to promote the district, to create economic transformation, and a look that will enhance the Midtown experience by following New Mexico MainStreet's Mission - develop local capacity to engage people, rebuild places and grow the entrepreneurial, creative and business environment resulting in economically thriving downtowns, greater business and employment opportunities and a higher quality of life.

Ruidoso Midtown Association is committed to using the New Mexico MainStreet's Four Point Approach. Ruidoso Midtown Association looks for projects to accelerate community appropriate revitalization. We will continue to develop educational opportunities for business owners by collaboration with ENMU-Ruidoso and the Ruidoso Valley Chamber of Commerce.

The organization will support and develop policies necessary to direct its activities and decision making process. The policies will encourage the ongoing efforts of the Village's Marketing team, Workforce Housing, Tax, Water Conservation and all other efforts that are in place to improve the quality of life.

V. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning July 1, 2026 and ending on June 30, 2027 ("Term"), unless terminated pursuant to Sections V and VI (below). The Agreement may be renewed or amended annually by consent of the Village, Contractor and New Mexico MainStreet.

VI. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORPEP THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VI. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the Village at reasonable times and upon reasonable notice.

B. The Contractor shall submit an annual financial statement and progress report to the Village designated representative and/or Governing Body of the Village as requested.

C. The Contractor shall maintain, for three (3) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the Village and the State Auditor. The Village shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Village to recover excessive and/or illegal payments.

3. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Basic Services of the Contractor under the Agreement and as when Basic Services are performed.

2. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the Village may terminate this agreement and pursue its remedies at law and equity.

3. INDEMNIFICATION

Contractor indemnifies Village of Ruidoso against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the Village for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the Village, this Agreement shall terminate upon written notice being given by the Village to the Contractor. The Village's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement, The

Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. SUBCONTRACTING

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

7. NO THIRD-PARTY BENEFICIARIES

No agreement gives no rights or benefits other than the Village and the Contractor has no third-party beneficiaries.

8. SEVER ABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Village, its officers and employees, and the Village of Ruidoso from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Village unless the Contractor has expressed written authority to do so, and then only within the strict limits of the authority.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

11. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or Village employee have been followed.

12. MERGER

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

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13. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

14. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

15. WORKERS COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Village reserves the right to terminate this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Village of Ruidoso.

17. AMENDMENT This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF , the parties have executed this Agreement as of this 30th day of July, 2026.

VILLAGE

Governing Body of the Village of Ruidoso

____

Lynn D. Crawford – Mayor

CONTRACTOR

Ruidoso Midtown Association

____

Chris Stettheimer - President

ATTEST

____

Yvonne Vigil
Village Clerk

RUIDOSO MIDTOWN

ASSOCIATION

A COMMUNITY REVITALIZATION NONPROFIT

2026-27 Work Plan

Ruidoso Midtown Association Mission & Vision

Mission: Ruidoso Midtown Association leads a movement to strengthen our community through preservation-based economic development in Ruidoso's Midtown commercial district.

- **Vision:** We believe Main Streets are for everyone. At the core of our approach to revitalization is a commitment to creating a place of shared prosperity, equal access to opportunity and inclusive engagement.

Strategic Direction

During the May 2026 meeting it was identified by the board that in order for our Midtown district to remain successful, we need to be targeting locals and tourists alike. The off season is a perfect time to focus on the locals, and during the peak season, public safety and wellness has become a concern. We will outline how multiple projects will serve both of these Economic Transformation Strategies.

ETS #1	Continue to re-establish the Midtown district as a place for locals to engage during the off seasons by helping to add more foot traffic, which in turn helps the workforce.
ETS #1 Outcomes	
ETS #2	Recognize that public safety is vital to the economic growth and stability of the Midtown district.
ETS #2 Outcomes	
CBS	Foster the organization with all necessary tools & resources to meet our mission.
CBS Outcomes	

Strategy Implementation

Ruidoso Midtown Association has identified two distinct Economic Transformation Strategies, many of the organization's projects support both ETS #1, #2 and Capacity-Building Strategy.

Ruidoso Midtown Association Annual Work Plan 2025-26							
Projects, Actions and Tasks (what)	**Key Performance Indicators (Metrics)**	**Responsibility (who)**	**Timeline (when)**	**Cost/ Revenue**	**Volunteer Needs**	**Strategy Support**	**Notes**
Halloween (P/EV)							
Pumpkin Roll & Coffin Race (MidtownHalloween)	To bring locals to the Midtown district, also bringing people from surrounding villages/cities.	RMA	Annually	**$5,000**	RMA/Locals	ETS 1&@ CBS	
Quarterly Mixers (P/EV)							
Mixers	Engage with Midtown and outside businesses as a collective. This serves as a business reunion (If you will) of the Village of Ruidoso.	RMA	Annually	**$2,000**	RMA/Locals	ETS 1&2 CBS	
Brewdoso (D/O/P/EV)							
Vendors	Number of vendor sites sold.	RMA	Annually		RMA/Locals	ETS 1&2 CBS	
Ticket Sales	Number of people engaging in the event with the number of tickets sold.	RMA	Annually	**$20.00 Early Bird $25.00 Gate per ticket**	RMA/Locals	ETS 1&2 CBS	
Event Budgeting	Security, advertising, entertainment, merch giveaway (Glasses, Koozies) and merch purchases.	RMA, VOR, Parks & Rec	Annually	**$21,000**	RMA/Locals	ETS 1&2 CBS	
IRONMAN - XTERRA (D/O/P/EV)							
Vendors	Continue to work with the VOR, IRONMAN, and XTERRA officials for local vendor participation.	RMA, VOR, Parks & Rec	Annually		RMA/Locals	ETS 1&2 CBS	
Signage Updates (D/O/P/EV)							
Regularly Update Signage	Updated currently for locals & tourists, promoting Midtown and Ruidoso.	Midtown/VOR/ Parks & Rec	Weekly	**$9,000**	Midtown/VO/ Parks & Rec	ETS 1&2 CBS	
GOVERNMENTAL COMPLIANCE (O)							

FEDERAL							
File Annual Form IRS 990	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
Pay payrolls taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
STATE							
File NM Attorney General registration	Submitted on time	RMA	Annually		RMA	CBS	
Filed NM Secretary of State registration	Submitted on time	RMA	Annually		RMA	CBS	
Pay payroll taxes	Submitted on time	RMA/CPA	Annually		RMA/CPA	CBS	
NMMS							
Execute Memorandum of Understanding (biannual)	Executed on time	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete annual board member & staff meeting attendance requirements	Number of required meetings attended by board and staff.	RMA	Annually		RMA	CBS	
Participate in Annual Program Review & Accreditation Process	Compliance docs submitted on time. Meetings successfully arranged, and attendees solicited. Number of board members in attendance, 8+ partner surveys received. Designated Main Street America Accredited program.	RMA/NMMS	Annually		RMA/NMMS	CBS	
Complete Annual Budget & Salary Survey	Accurately complete on time.	RMA	Annually		RMA	CBS	
Submit quarterly reports	Submitted reports on time.	Executive Director	July 1, October 1, January 1, April 1		Executive Director	CBS	
CITY, COUNTY & BID							

Execute annual scope of services contract	Submitted contract at the beginning of each fiscal year.	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly activity reports	Council Meetings	RMA/VOR	Monthly		RMA/VOR	CBS	
Submit BID funding request	Council Meetings	RMA/VOR	Annually		RMA/VOR	CBS	
Submit lodger's tax request	During Lodgers Committee Meeting	RMA/VOR	Annually		RMA/VOR	CBS	
Submit quarterly lodger's tax reports	As Needed	RMA/VOR	Annually		RMA/VOR	CBS	
ORGANIZATION & OPERATIONAL MAINTENANCE (O)							
ORGANIZATIONAL OPERATIONS							
Evaluate executive director	RMA Board (No ED)	RMA	Annually		RMA Board	CBS	
Update annual budget	RMA	RMA	Annually		RMA	CBS	
Review bylaws	RMA	RMA	Annually		RMA	CBS	
ORGANIZATIONAL PLANNING							
Evaluate previous year's work	RMA	RMA	Annually		RMA	CBS	
Evaluate ETS/CBS outcomes	RMA	RMA	Annually		RMA	CBS	
Update annual work plan	RMA	RMA	Annually		RMA	CBS	
TOTALS				**STC**			

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-157, a Resolution Providing for the Repeal of Resolution 2026-29, Adopted by the Governing Body on the 27th of April 2026.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-157, a Resolution Providing for the Repeal of Resolution 2026-29, Adopted by the Governing Body on the 27th of April 2026.

Financial Impact:

None

Item Discussion:

The Village of Ruidoso finds that the property located at 108 Fern Trl. Ruidoso, New Mexico was incorrectly identified.

Recommendations:

To Approve Adoption of Resolution 2026-157, a Resolution Providing for the Repeal of Resolution 2026-29, Adopted by the Governing Body on the 27th of April 2026.

ATTACHMENTS:
Resolution 2026-157.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-157

A RESOLUTION PROVIDING FOR THE REPEAL OF RESOLUTION 2026-29 ADOPTED BY THE GOVERNING BODY ON THE 27TH OF APRIL 2026.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81, Section 38-90 and 38-62 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to the above listed sections, the Village of Ruidoso has been working on identifying such structures and properties impacted flooding and fires to effect the clean-up of said properties for the benefit of the Village and its residents., and

WHEREAS, pursuant to this work for the community a property at **108 Fern Trail** was mistakenly identified in Resolution 2026-29 on April 27,2026, as a property subject to the action of the Village Council in this clean-up process and the Council finding that is now proper to remove the property at **108 Fern Trail**, Ruidoso New Mexico from the clean-up list,

NOW, THEREFORE, BE IT RESOLVED ON THIS, THE 30TH DAY OF JULY 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at **108 FERN TRAIL**, Ruidoso, New Mexico is in **NOT** in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **108 FERN TRAIL.**, Ruidoso, New Mexico was inadvertently placed on the list of properties subject to potential removal or abatement pursuant to Sections 38-62, 38-81, and 38-90 to 98 of the Village of Ruidoso Code of Ordinances and that property does not require the repair, removal, or abatement of the buildings or structures on this property.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **108 FERN TRAIL.**, Ruidoso, New Mexico. The last known owners or occupants of the property are: **BILLY RAY PRINCE OF DALLAS TEXAS.**

PASSED, APPROVED, AND ADOPTED, this 30th day of July 2026.

Lynn Crawford, Mayor

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-158, a Resolution Finding the Property Located at 108 Grindstone Canyon Road, Ruidoso, New Mexico, a Public Nuisance.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-158, a Resolution Finding the Property Located at 108 Grindstone Canyon Road, Ruidoso, New Mexico, a Public Nuisance.

Financial Impact:

None

Item Discussion:

The property located at 108 GRINDSTONE CANYON ROAD, Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance or other hazards.

Recommendations:

To Approve Adoption of Resolution 2026-158, a Resolution Finding the Property Located at 108 Grindstone Canyon Road, Ruidoso, New Mexico, a Public Nuisance.

ATTACHMENTS:
Resolution 2026-158.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-158

A RESOLUTION FINDING THE PROPERTY LOCATED AT 108 GRINDSTONE CANYON ROAD, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 30TH DAY OF JULY 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at **108 GRINDSTONE CANYON ROAD**, Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance or other hazards.

2. The Village of Ruidoso further finds that the property located at **108 GRINDSTONE CANYON ROAD**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.

b. Unsafe buildings or other structures that have been left open or abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **108 GRINDSTONE CANYON ROAD.**, Ruidoso, New Mexico. The last known owners or occupants of the property are: **CHARLES AND CANDACE SKEEN OF ROSWELL NEW MEXICO.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

5. The owner, occupant or agent in charge of the building, structure or premises is advised that within ten (10) days of the receipt of a copy of this Resolution by personal service or by certified mail, return receipt requested at the owner's or occupant's last known address, or by posting and publication of a copy of this Resolution, he or she who is in charge of the building, structure or premises shall commence correction of the violations, or file a written objection to this order with the Village Clerk, requesting a hearing before the Governing Body of the municipality. This Hearing shall occur at the determination of the Governing Body after the Village receives notice of the written objection. In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such actions shall become a subsisting and valid lien against the property, lot, or parcel of land which action has been taken against, and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 30th day of July 2026.

Lynn Crawford, Mayor

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 30, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-159, a Resolution Providing for the Repeal of Resolution 2026-147, Adopted by the Governing Body on the 24th of June 2026 and Finding the Property Located at 662 Sudderth Drive, Ruidoso, New Mexico, a Public Nuisance.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-159, a Resolution Providing for the Repeal of Resolution 2026-147, Adopted by the Governing Body on the 24th of June 2026 and Finding the Property Located at 662 Sudderth Drive, Ruidoso, New Mexico, a Public Nuisance.

Financial Impact:

None

Item Discussion:

The Village of Ruidoso finds that the property located at 640 Sudderth Drive, Ruidoso, New Mexico was incorrectly identified. This resolution provides for the repeal of the incorrect address and identifies the correct address of 662 Sudderth Drive.

Recommendations:

To Approve Adoption of Resolution 2026-159, a Resolution Providing for the Repeal of Resolution 2026-147, Adopted by the Governing Body on the 24th of June 2026 and Finding the Property Located at 662 Sudderth Drive, Ruidoso, New Mexico, a Public Nuisance.

ATTACHMENTS:
Resolution 2026-159.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-159

A RESOLUTION PROVIDING FOR THE REPEAL OF RESOLUTION 2026-147, ADOPTED BY THE GOVERNING BODY ON THE 24TH DAY OF JUNE 2026, AND FINDING THE PROPERTY LOCATED AT 662 SUDDERTH DR., RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

WHEREAS, Resolution 2026-147 (640 Sudderth Dr., Ruidoso, NM) was inaccurate in identifying the correct property, this Resolution fixes the inaccuracies of the Prior Resolution to show that the correct property subject to Village of Ruidoso Code of Ordinances is **662 SUDDERTH DR**., New Mexico

NOW, THEREFORE, BE IT RESOLVED ON THIS 30TH DAY OF JULY 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso found that the property located at, **654 SUDDERTH DR.,** Ruidoso, New Mexico was in violation of the Village of Ruidoso Code of Ordinances and deemed that property a nuisance subject to removal by the Village in Resolution 2026-090.

2. Upon further investigation of the property listed in Resolution 2026-147 (**640**

SUDDERTH DR., Ruidoso, New Mexico) was the incorrect address. The correct address is **662 SUDDERTH, DR**., Ruidoso, New Mexico. With this Resolution, the Governing Body of the Village of Ruidoso is rescinding the nuisance findings for **640 SUDDERTH DR**., Ruidoso, NM, Resolution 2026-147 and hereby starts the nuisance resolution against **662 SUDDERTH DR.,** Ruidoso, New Mexico.

3. The Governing Body of the Village of Ruidoso finds that the property located at, **662 SUDDERTH DR.,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

4. The Village of Ruidoso further finds that the property located at **662 SUDDERTH DR.**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or abandoned.

5. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **662 SUDDERTH DR,**, Ruidoso, New Mexico. The last known owners or occupants of the property are: **JESUS MORENO GRIMILDA OF ALTO NEW MEXICO and 662 SUDDERTH, RUIDOSO, NEW MEXICO.**

6. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

7. The owner, occupant or agent in charge of the building, structure or premises is advised that within ten (10) days of the receipt of a copy of this Resolution by personal service or by certified mail, return receipt requested at the owner's or occupant's last known address, or by posting and publication of a copy of this Resolution, he or she who is in charge of the building, structure or premises shall commence correction of the violations, or file a written objection to this order with the Village Clerk, requesting a hearing before the Governing Body of the municipality. This Hearing shall occur at the determination of the Governing Body after the Village receives notice of the written objection. In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such actions shall become a subsisting and valid lien against the property, lot, or parcel of land which action has been taken against, and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

8. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

9. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 30th day of July 2026.

Lynn Crawford, Mayor

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ATTEST:

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Yvonne Vigil, Village Clerk