

VILLAGE OF RUIDOSO

AGENDA INDEX SPECIAL MEETING

AUGUST 24, 2026 AT 11:00 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 Monday, August 24, 2026 at 11:00 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. Discussion and Possible Action on Adoption of Resolution 2026-164, a Resolution Authorizing Disposal of Surplus Property.
2. Discussion and Possible Action on Agreement between Keithley Auctions Inc. and the Village of Ruidoso for Auction Services for the Village of Ruidoso Surplus Auction.
3. Discussion and Possible Action on Agreement between Systems MD, LLC, and the Village of Ruidoso for Managed Services Computer System Support Utilizing CES Contract #2024-14-C1118-ALL in the Amount of \$181,649.52 Including NMGR.T.
4. Discussion and Possible Action on Agreement between Bosque Advisors, LLC and the Village of Ruidoso for Municipal Advisory Services.
5. Discussion and Possible Action on Request to Schedule a Public Hearing on September 8, 2026, for Adoption of Ordinance 2026-12, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances, Chapter 54, Land Use; Article II, Land Development Code; Division 3, Zoning; Section 54-66; to Provide the Same Zoning Treatment for Hud-Certified Single-Section and Multi-Section Manufactured Homes; to Revise Related Definitions and Allowable Uses; and for Related Purposes.
6. Discussion and Possible Action on Adoption of Resolution 2026-163, a Resolution

Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Drinking Water State Revolving Loan Fund.

7. Discussion and Possible Action on Task Order RFP#2026-001P-BH-01 with Bohannon Huston, Inc. for Professional Engineering Services on Flood Damaged Infrastructure to Include Restoration and Improvements to Various Roads and Drainage in the Upper Canyon, Ponderosa Heights, and Perk Canyon Subdivisions in the Amount of \$600,934.64 Including NMGR.T.
8. Discussion and Possible Action on Task Order RFP#2026-012P-J&H-01 with J&H Services, Inc. for the Replacement of Five (5) Fire Hydrant Assemblies with Valves In the Amount of \$83,845.31 Including NMGR.T.
9. Discussion and Possible Action on Amendment No. 1 to Task Order RFP#2024-004P-09 with Souder, Miller & Associates for Professional Engineering Services for Ruidoso Wingfield 2 Water System Improvements to Include Construction Administration, Construction Observation, and Closeout Services In the Amount of \$135,135.92 Including NMGR.T.
10. Discussion and Possible Action on Task Order RFP#2026-002P-SMA-07 with Souder, Miller & Associates for Professional Engineering Services for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project to Install 100 Linear Feet of 20in Ductile Iron Bypass Pipeline In the Amount of \$192,038.22 Including NMGR.T.
11. Discussion and Possible Action on Adoption of Resolution 2026-165, a Resolution Authorizing Participation in the Capital Outlay Grant Appropriation Project Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,500,000.00.
12. Discussion and Possible Action on Purchase of Kubota KX040-5R1TP Mini-Excavator and Accessories from Amigo Machinery Utilizing Sourcewell Contracts #112624-KBA and #082923-KBA in the Amount of \$68,804.95.
13. Discussion and Possible Action on Purchase of 2026 F150 XL 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$45,781.00.
14. Discussion and Possible Action on Purchase of a 2026 Ford Ranger 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$37,667.50.

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 August 20, 2026 4:50 p.m.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Roderick Kimbrell, Purchasing Agent
Christy Coker, Customer Service Manager

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-164, a Resolution Authorizing Disposal of Surplus Property.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-164, a Resolution Authorizing Disposal of Surplus Property.

Financial Impact:

Monies Received from the auction are deposited into the Capital Equipment Replacement Fund, under the respective department accounts.

Item Discussion:

Village Departments have consolidated their item listings and have provided estimated values. Village staff is requesting to dispose these items through a public auction. Upon approval of Council, the Purchasing Department will continue to follow the mandatory process to obtain the Department of Finance and Administration (DFA) Local Government Division approval and then forward to the Office of the State Auditor. Staff has set up an account with Public Surplus, an online auction site.

Recommendations:

To Discuss Adoption on Resolution 2026-164 for Disposal of Surplus Property.

ATTACHMENTS:

[Resolution 2026-164.pdf](#)

[Department Listing Fixed Asset Disposal 8.17.26.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2026-164

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Section 13-6-1 NMSA 1978 requires the ratification and approval of the Governing Body in and for the Village of Ruidoso, State of New Mexico of any sale, trade, or lease of reap property belonging to the Village of Ruidoso; and

WHEREAS, the Village of Ruidoso desires to recycle certain property identified if exhibit A, attached; and

WHEREAS, Exhibit A details each item of personal property by department or office, year of purchase, description of fixed asset, location of fixed asset, and/or estimated value; and

WHEREAS, the Governing Body of the Village of Ruidoso hereby determines that each item of personal property on Exhibit A is worn-out, unusable, or obsolete to the extent that the item is no longer economically safe for continued use by the Village and each item on Exhibit A has an estimated current resale value of thirty thousand (\$30,000) or less.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, State of New Mexico hereby declares surplus of the property listed on the Exhibit A to be authorized to dispose of said surplus property by exchange or sale pursuant to section 13-6-1 NMSA 1978.

PASSED, ADOPTED, AND APPROVED on this 24th day of August 2026.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST: _____
Yvonne Vigil, Village Clerk

Asset Disposal Listing

Department	Description	Quantity	Inventory Tag #	Make/Brand	Model	Serial/Vin#	Year	License #	Color	Condition	Original	Current Value	Reason for Disposal	Disposal Method	Item Location	Additional Information	Photos	Date Sent	Approval Status
											Purchase Price								
Airport	SK INTERNATIONAL FUEL TRUCK	1		INTERNATIONAL	4300 DT466	1HDMMAANG5H136486	2005		WHITE	GOOD	\$141,400.00	UNKNOWN	REPLACED	AUCTION	SBRA Airport		6	7/22/2026	
	100 GALLON FUEL TRUCK	1		ISUZU	NPR HD	1J7011350	2001	G 47219	WHITE	GOOD	\$66,800.00	UNKNOWN	REPLACED	AUCTION	SBRA Airport		7	7/22/2026	
	GOLF CART	1		CLUB CAR	UNKNOWN	821632398	N/A	N/A	BLUE	FAIR			REPLACED	AUCTION	SBRA Airport		5	7/22/2026	
Parks and Recreation	TRACTOR	1		JOHN DEERE	4400	LV4400H343761	2000	N/A	GREEN	POOR	\$18,395.00	\$ 500.00	REPLACED	AUCTION	535 Resort Dr		4	8/13/2026	
	FORD 500	1	3	FORD	FIVE HUNDRED	1FAHP26176G152535	2006	N/A	WHITE	POOR	\$22,300.00	\$ 500.00	NO LONGER NEEDED	AUCTION	535 Resort Dr		4	8/13/2026	
	FORD F-150	1	12	FORD	F-150	1FTRX18W5YH81127	2000	N/A	WHITE	POOR	\$17,145.00	\$ 500.00	NO LONGER NEEDED	AUCTION	535 Resort Dr		4	8/13/2026	
	FORD F-250	1	17	FORD	F-250	1FTNF21L0XEC229003	1998	N/A	WHITE	POOR	\$21,025.00	\$ 500.00	REPLACED	AUCTION	535 Resort Dr		4	8/13/2026	
	TILER	1		CRAFTSMAN	N/A	N/A	N/A	N/A	GREEN/BLACK	POOR	\$3,000.00	\$ 100.00	REPLACED	AUCTION	535 Resort Dr		2	8/13/2026	
	FOOTBALL GOAL	1		N/A	N/A	N/A	N/A	N/A	YELLOW	GOOD	\$3,000.00	\$ 100.00	REPLACED	AUCTION	535 Resort Dr		2	8/13/2026	
	STOVE/OVEN/GRIDDLE	1		N/A	N/A	N/A	N/A	N/A	STAINLESS	POOR	\$12,000.00	\$ 100.00	REPLACED	AUCTION	535 Resort Dr		2	8/13/2026	
	STOVE/OVEN/GRIDDLE	1		VCS	VCS2000	N/A	N/A	N/A	STAINLESS	POOR	\$9,000.00	\$ 100.00	REPLACED	AUCTION	535 Resort Dr		2	8/13/2026	
Police	JEEP 4X4	1		JEEP	COMMANDER	1J8HG48K6BC155909	2008	N/A	SILVER	POOR	\$19,200.00	\$3,000.00	DECOMMISSIONED	AUCTION	1085 Mechem Dr		4	7/31/2026	
	JEEP	1		JEEP	GRAND CHEROKEE	1C4JRF85C6C292331	2012	N/A	SILVER	FAIR	Unknown	\$2,000.00	DECOMMISSIONED	AUCTION	1085 Mechem Dr		6	7/31/2026	
	FORD 4X4	1		FORD	F-150	1FTPQ14V16KD98373	2006	N/A	WHITE	FAIR	\$32,207.00	\$3,000.00	DECOMMISSIONED	AUCTION	1085 Mechem Dr		4	7/31/2026	
	FORD 4X4	1		FORD	F-150	1FTPW14V67K883073	2007	N/A	WHITE	FAIR	\$15,000.00	\$3,000.00	DECOMMISSIONED	AUCTION	1085 Mechem Dr		5	7/31/2026	
	FILE CABINETS	5		N/A	N/A	N/A	N/A	N/A	TAN, TAN/GREEN	GOOD	N/A	\$50.00	NO LONGER NEEDED	AUCTION	1085 Mechem Dr		2	7/31/2026	
	DODGE DAKOTA	1		DODGE	DAKOTA	1D7HW48K46S507677	2006	N/A	SILVER	POOR	\$16,800.00	\$2,000.00	DECOMMISSIONED	AUCTION	1085 Mechem Dr		4	7/31/2026	
Water Distribution	WACKER ROLLER	1		WACKER ROLLER	N/A	617059	N/A	N/A	YELLOW	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		2	2/20/2026	
	WACKER ROLLER	1		WACKER ROLLER	N/A	517984	N/A	N/A	YELLOW	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		3	2/20/2026	
	SEWER TRAILER	1		SEWER EQUIP CO. OF AMERICA	N/A	1295	N/A	N/A	WHITE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		4	2/20/2026	
	FLING CABINETS	6		N/A	N/A	N/A	N/A	N/A	BLACK	GOOD	N/A	N/A	REPLACED	AUCTION	200 Close Rd		3	2/20/2026	
	ELLIPTICAL	1		N/A	N/A	N/A	N/A	N/A	BLACK	N/A	N/A	N/A	NO LONGER NEEDED	AUCTION	200 Close Rd		1	2/20/2026	
	DEEP FRYERS	3		N/A	N/A	N/A	N/A	N/A	SILVER	N/A	N/A	N/A	NO LONGER NEEDED	AUCTION	200 Close Rd		12	6/5/2024	
	CATERPILLAR 420D	1		CATERPILLAR	420D	FDP24983	2005	N/A	YELLOW	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		5	2/20/2026	
	DITCH WITCH TRAILER	1		DITCH WITCH	T18S	1DS8202SSE1700711	2014	N/A	ORANGE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		4	2/20/2026	
	KODAK C4500 HD	1		CHEVROLET	KODAK C4500 HD	1G8E4E3978F417808	2008	G 75079	WHITE	FAIR	N/A	N/A	REPLACED	AUCTION	200 Close Rd		8	6/5/2024	
	BLAZER	1		CHEVROLET	BLAZER	1GNDT13W9KC225988	1999	G 42032	WHITE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		5	2/20/2026	
	DITCH WITCH TRAILER	1		DITCH WITCH	T18S	1DS8202S6117V2617	2001	G 53598	ORANGE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		4	2/20/2026	
	FORD F-350	1		FORD	F-350	1FDWX37F02ED13178	2002	G 51797	WHITE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		7	2/20/2026	
	PICKUP TRUCK	1		CHEVROLET	SILVERADO	1GCEK14132Z298505	2002	G 51284	WHITE	N/A	N/A	N/A	REPLACED	AUCTION	200 Close Rd		6	2/20/2026	

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Heath Dobrovoly, Deputy Village Manager

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Agreement between Keithley Auctions Inc. and the Village of Ruidoso for Auction Services for the Village of Ruidoso Surplus Auction.

Item Summary:

Discussion and Possible Action on Agreement between Keithley Auctions Inc. and the Village of Ruidoso for Auction Services for the Village of Ruidoso Surplus Auction.

Financial Impact:

Village of Ruidoso will pay Keithley Auctions fifteen-percent (15%) on all items sold at the auction; Village of Ruidoso will pay Keithley Auctions two-and-a-half (2.5%) of the buyer's premium amount collected; and Payment will be made no later than Friday, October 16, 2026.

Item Discussion:

Keithley Auctions will be responsible for: Registering all bidders at the auction and creating a log of active buyers; Properly numbering and displaying all items in an organized manner so the auction runs smoothly; Having personnel available to assist all potential buyers; Calling the auction and attempting to obtain the highest possible bid for all items being sold to the public; Immediately giving the village accounting department a clerk's receipt of all items sold and the winning bids with bid numbers; Organizing clerk's receipts during the auction so that accounting office is immediately prepared to accept payment from bidders; Providing tables and chairs; Taking photographs and inspecting various items that will be sold without those items being present on day of sale; and making a listing of those items in advance.

Recommendations:

To Approve Agreement between Keithley Auctions Inc. and the Village of Ruidoso for Auction Services for the Village of Ruidoso Surplus Auction.

ATTACHMENTS:

[Keithley Auctions Inc. Agreement.pdf](#)

Agreement between Keithley Auctions Inc. (Business License #BR2023-297) and the Village of Ruidoso regarding a public auction to be held on Saturday, September 26, 2026, at Schoolhouse Park and the Ruidoso Senior Center, 501 Sudderth Drive.

Summary:

1. The public auction will be called "Village of Ruidoso Surplus Auction".
2. The auction will be held on Saturday, September 26 at 10 a.m. until conclusion.
3. The location of the auction is the greenspace at Schoolhouse Park and around the Senior Center.
4. Vehicles for sale will be parked in a row for easy public access and inspection.
5. The auction will consist of items to be sold to the highest bidders who attend the live auction.
6. All bidders will register and be given a "bidding number".
7. Winner bidders will be directed to an accounting office located inside the Senior Center to pay for any items purchased.
8. The village accounting department is responsible for collecting revenues and issuing a sales receipt.
9. The village accounting department is responsible for collecting sales tax on items.
10. The village is responsible for collecting a five percent (5%) buyer's premium for all items.
11. The village is responsible for bringing sales items to the auction location and removing any unsold items.
12. Village will pay advertising vendors approximately \$5,000 for an advertising campaign to promote the auction. Keithley Auctions will provide receipts for expenditures and turn them into the village for payment.
 - a. Newspaper: \$2,000
 - b. Radio: \$2,000
 - c. Flyers: \$500
 - d. Social Media: \$500
13. Village will pay fifty-percent (50%) of the cost of design of an auction catalog. Keithley Auctions will work with The Agency to create the catalog. (Approximately \$2,000)
14. Name Keithley's Auctions in a non-liability insurance policy for the event. (This may be covered by current policy for the property.)

Keithley Auctions Responsibility:

1. Register all bidders at the auction and create a log of active buyers.
2. Properly number and display all items in an organized manner so the auction runs smoothly.
3. Have personnel available to assist all potential buyers.

4. Call the auction and attempt to obtain the highest possible bid for all items being sold to the public.
5. Immediately give the village accounting department a clerk's receipt of all items sold and the winning bid with bid number.
6. Organize clerk's receipts during the auction so that accounting office is immediately prepared to accept payment from bidders.
7. Provide tables and chairs.
8. Take photographs and inspect various items that will be sold without those items being present on day of sale. A listing of those items will be made in advance.

Village of Ruidoso's Responsibility:

1. Establish an accounting office at the auction (inside the Senior Center) that is prepared to accept all payments. This is a minimum of two people from 9 a.m. to 5 p.m. on Saturday, September 26, 2026.
2. Prepare all vehicle titles and keys along with any necessary transactions that require additional paperwork so that sold items are free and clear and ready for transfer of new owner at the time of sale.
3. Put up temporary tents in the area where the items are going to be placed by departments (Done three days in advance).
4. Have village departments bring all items to be sold at the auction to the auction site. (Done two days in advance).
5. Have trash cans available and clean area prior to Saturday event.
6. Village of Ruidoso is responsible for all financial transactions associated with the auction. This includes any items that may be sold but goes unpaid by bidder.
7. Provide a concession for food or sandwiches/donuts will be provided.

Compensation:

1. Village of Ruidoso will pay Keithley Auctions fifteen-percent (15%) on all items sold at the auction.
2. Village of Ruidoso will pay Keithley Auctions two-and-a-half (2.5%) of the buyer's premium amount collected.
3. Payment will be made no later than Friday, October 16, 2026

Timeline:

1. Aug 5: List of Auction Items: Village will provide Keithley Auctions with a list of items to be sold at the auction. (List does not have to be complete but does need to itemize items that have a value of \$100 or more.)
2. August 10: Village pays Keithley Auctions \$6,000 for advertising and catalog design.
3. September 22: Tents go up at Schoolhouse Park.
4. September 23: Items are brought to the park for organization.
5. September 25: Public Inspection of items from Noon to 5 p.m.
6. September 26: Public Auctions begins at 10 a.m.

VILLAGE OF RUIDOSO

KEITHLEY AUCTIONS, INC.

By: _____
Lynn D. Crawford, Mayor

By: _____
Tim Keithley

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Andrew Sullins, IT Tech Support

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Agreement between Systems MD, LLC, and the Village of Ruidoso for Managed Services Computer System Support Utilizing CES Contract #2024-14-C1118-ALL in the Amount of \$181,649.52 Including NMGR.

Item Summary:

Discussion and Possible Action on Agreement between Systems MD, LLC, and the Village of Ruidoso for Managed Services Computer System Support Utilizing CES Contract #2024-14-C1118-ALL in the Amount of \$181,649.52 Including NMGR.

Financial Impact:

This is a two year agreement with the annual cost of \$181,649.52.

The contract cost is budgeted in the General Fund IT Departments Contractual Services line item (101-133-52000)

Item Discussion:

For the last ten (10) years, Systems MD, LLC has been our computer network administrator. Our completed IT projects have increased our speed and staff efficiency. We would like to continue the IT management services. They will be available 24 hours, seven (7) days a week and can resolve most issues by connecting to the problem computer. Their response time to issues is about thirty (30) minutes. They have saved the Village not only dollars but lost employee work time due to computer issues.

Recommendations:

To Approve Agreement between Systems MD, LLC, and the Village of Ruidoso for Managed Services Computer System Support Utilizing CES Contract #2024-14-C1118-ALL in the Amount of \$181,649.52 Including NMGR.

ATTACHMENTS:

[SystemsMD Managed Services Contract - September 2026 \(2 year\)...2.pdf](#)

AGREEMENT FOR MANAGED SERVICES COMPUTER SYSTEM SUPPORT

THIS AGREEMENT is made and entered into this 1st day of September 2026 by and between **SYSTEMS MD, LLC**, a New Mexico limited liability company, whose address is 5908 Anaheim Ave NE, Albuquerque, New Mexico 87113 (“Systems MD”) and the **VILLAGE OF RUIDOSO**, a New Mexico municipal corporation, whose address is 313 Cree Meadows, Ruidoso, New Mexico 88345 (“Village”).

WHEREAS, Village desires to enter into an Agreement with Systems MD for the maintenance and support of the Village’s computer systems, equipment, and software under the terms of this Agreement; and

WHEREAS, Systems MD is ready, willing, and able to provide maintenance and support of the Village’s computer systems, equipment, and software.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term.** This Agreement shall commence upon the date first mentioned above and continue until August 31, 2028. Either party may terminate this Agreement prior to the date of termination with or without cause by providing thirty days written notice of the party’s intent to terminate. This Agreement may be renewed for four (4) additional one-year contracts upon mutual agreement of the parties.

2. **Equipment to be Serviced.** Systems MD shall provide maintenance and support to the Village’s equipment listed in Appendix “A” to this Agreement.

3. **Service and Maintenance.** Systems MD shall provide services and maintenance as described in Appendix “B” to this Agreement.

4. **Services and Maintenance Not Included.** Services and maintenance not provided under the terms of this Agreement are described in Appendix “B” to this Agreement.

5. Payment.

- a. Village shall pay Systems MD Fourteen Thousand, Sixty-Five DOLLARS (\$14,065) plus applicable taxes per month for services provided under this Agreement. Prices for each piece of equipment and software are listed in Appendix “A” to this Agreement. In the event that any piece of equipment or

software no longer requires service, Systems MD shall remove the price of that piece of equipment or software from the monthly fee billed to the Village at the end of the last monthly billing cycle that that piece of equipment or software received service under this Agreement.

- b. Systems MD shall submit an invoice to the Village every month for services provided under the terms of this Agreement during the previous month. The Village shall pay Systems MD in full within 30 days of receipt of an invoice from Systems MD.
- c. In the event that the Village orders equipment from Systems MD that is not listed in Appendix “A” of this Agreement, the Village shall pay in advance for any equipment that costs in excess of five-hundred dollars (\$500.00).
- d. Any equipment or software not identified in Appendix “A” shall be billed in addition to the monthly fee provided in sub-paragraph (a) above at System MD’s standard hourly rate.
- e. The maintenance fee payable hereunder includes onsite visits to the Village offices in Ruidoso, NM and related charges, with the exception of emergency requests for service and lodging, if required with respect to maintenance services provided for the biennial maintenance fee hereunder during the Principal Period of Maintenance. All travel expenses for all services billed in addition to the biennial maintenance fee shall be charged to the Village as incurred.

6. Modifications and Repairs by Village:

- a. The Village shall inform Systems MD in writing of any modifications to be made by the Village or any third party to the equipment. Systems MD shall not be responsible for maintaining the Village or third party modified portions of the equipment or portions of the equipment affected by such modified portions.
- b. Maintenance or repairs that may be required due to the Village’s repairs or maintenance shall be subject to System MD’s personnel availability and billed at System MD’s standard time and material charges. In addition, all warranties express, implied or statutory are deemed revoked by Systems MD and waived by the Village until such repair or maintenance has been performed by System MD, and the equipment has been certified by System MD for performance.
- c. The Village agrees to use the Equipment in accordance with the operating manuals for the equipment. The Village agrees to provide Systems MD with access to its facilities and the necessary equipment and documentation for Systems MD to perform maintenance, and with sufficient support and test time so that Systems MD is able to duplicate any problem reported, to certify that the problem is with the

equipment, to correct the problem and to certify to the Village that the problem has been corrected. Systems MD will make all reasonable efforts to ensure the Village backups are running correctly, but the Village shall be solely responsible for its data, information and programs stored on the equipment including the making of timely and accurate back-up copies.

- d. With respect to (i) maintenance of the equipment which Systems MD provides in response to a request by the Village for maintenance and which Systems MD is not obligated to provide under this agreement, or (ii) corrections for difficulties or defects traceable to the Village's unauthorized acts, errors or system changes, the Village shall pay Systems MD for all efforts toward such services, corrections or remedies at Systems MD then current standard time and materials charges. With respect to any repairs which are excluded from this agreement, and which are required for the equipment to be in proper working order, Systems MD will submit a description of the work which is necessary to restore the equipment to proper working order and the charges therefore, and will request permission to restore the equipment to proper working order. If Systems MD is not granted the permission to perform such restoration at the Village's expense, Systems MD shall have the right to terminate all its obligations under this Agreement with respect to such damaged equipment.

Third Party Software and Support Vendors. Systems MD shall work with third party vendors to resolve any issue which may involve network connectivity or local desktop issues, including, but not limited to Tyler 10, Tyler 9, Laserfiche, ESS (Employee Self Service), Neo-Gov, New World, ID Maker, Beacon, Sleuth 10, RMS (Record Management System), CAD (Computer Aided Dispatch), and NCIC (National Crime Information Center).

4. Upgrades and Subscriptions: Village shall provide all hardware and software updates and any annual software subscription fees shall be paid by Village.

5. No Warranties On Third-Party Equipment. Hardware and software warranties are provided direct by manufacturers and vendors. Systems MD does not warranty any third-party equipment. Systems MD shall perform basic troubleshooting and setup and serve as a liaison but is not responsible for any third-party equipment bugs or high-level support. Any such bugs will be forwarded to the third-party vendor's technical support for further review and resolution. Support fees from vendors may apply.

6. Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Village under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

7. By entering into this Agreement, the Village and its public employees as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses, and do not

waive any limitations of liability pursuant to law. No provision in the Agreement shall be interpreted to modify or waive any provisions of the New Mexico Tort Claims Act, *supra*.

8. Systems MD agrees to indemnify the Village against all liability, demands, claims, suits, losses, damages, causes of action, or judgments, including costs, attorneys and witness fees and expenses incident thereto for injury to persons or property arising out of Contractor's performance of duties under this Agreement.

9. Systems MD shall maintain complete and accurate financial records of each and every expenditure made under this Agreement and upon request by the Village shall make available for inspection by the governing body of the Village or its designated agent all of Contractor's financial records with respect to this project within ten days of the date of request.

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

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

12. In signing this agreement, the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement.

13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

14. Governing Law. This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of New Mexico. Any suits or claims arising out of this Agreement shall be filed in Lincoln County, New Mexico.

15. Compliance with Laws. In performing the services hereunder, Systems MD shall ensure that its employees and subcontractors comply with all applicable laws and regulations.

16. Severability. If any provision of this Agreement is declared by any court of competent

jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first mentioned above. (September 1st, 2026 – June 30th, 2028)

SYSTEMS MD, LLC

VILLAGE OF RUIDOSO

By: _____

Mike A. Vigil

ITs: Managing Member

Date: _____

By: _____

Lynn D. Crawford, Mayor

Date: _____

SEAL

ATTEST:

Yvonne Vigil, Village Clerk

APPENDIX “A”

TO AGREEMENT FOR MANAGED SERVICES COMPUTER SYSTEM SUPPORT

Equipment to be Serviced

- a. Physical Servers: as described by Name, Serial Number, and Model Number:

VOR-DC-VH – 2NP98M2
VOR-DC-1 – 1FKZP54
VOR-DC-2 – HDP38M2
VOR-HVC-1A - 6FY1CW3
VOR-HVC-2B - D2J6Q54
VOR-HVC-3C – G2J6Q54
VOR-CD-VMHOST – F57NNF3
VORDPD-HVC-1A – 6FY1CW3
VOR-GIS-SQL – 7WXVWK2
VORPD-HVC-2B – 7FY1CW3
D4Q888B3 – 4Q888B3 -WTP3
VOR-DC-VH1- JDKZP54
VOR-FD-VMHOST

- b. Virtual Servers: Virtual server shall be identified upon completion of Systems MD's transition.

HVC-VMM
PD-FS
PS-SHORETEL
TR-APP
TR-DB
VM-WATCHGUARD
VOR-CW
VOR-CCTV
VOR-FD-FS1
VOR-FD-DC1
VOR-FS-MAIN
VOR-FULLCOURT
VOR-IMAGING
VOR-IT

VOR-LF
VOR-MC-LFICHE
VOR-PD-ARCHIVE
VORPD-DC-MAIN
VORPD-DC-2
VORPD-DC-H
VORPD-RDS
VORPD-FS
VOR-PD-SLEUTH
VOR-CONNECTCIC

- c. Workstations: 260 Personal Computers organized by Department, Location, Computer Name, User Name, and Serial Number as follows:

Administration

DESKTOP-M2TNEPS – HN3HNW2 – G. Corliss
EXECUTIVEC- L6MSKW002699AGJ – C. Gerthe
EXECUTIVE-LT - 8C3NPD4 – L. Crawford
VOR-MAYOR-CONF – L6MSKW0027209BP – L. Crawford
YVONNE-LAPTOP – DDWZP13 – Y. Vigil
VOR-AD-03 - B4DS664 – G. Corliss
VOR-AD-05 - G7HS664 – Y. Vigil
VOR-AD-06 - GM0ZL7WY – R. Sena
VOR-VIDCONF-03 - 53DS664 – A. Sullens

Airport

VOR-SBRA-LNCREW – MJ0FCNHX – M. Liguori
VOR-AIRPORT-01 – JJ2YXM2 – Cashier. SBR
VOR-AIRPRTADMIN – MJ0FCNJD
VOR-SBRA – MANAGE – HCVFV94
VOR-SBRA-MAN - HCVFV94 – L. Baker
AIR-TRAINING- J591704

Community Center

VOR-COMMUNITYCE – H07MF24 – T. Waterfield
VOR-SC-5 – 5Q52FX2 – Public
VOR-COMM-CENTER – HVC8SY3 – M. Peralto
LAPTOP-2CQSISAV – 5CD41526VB – A. Word
VOR-CMTY-01 - H1LNK74 – A. Montes
VOR-CMTY-02 - 2PGNK74 – T. Waterfield
VOR-CMTY-03 – DZRKT74 – A. Montes

Convention Center

VOR-RCC-4 – MJ03V2VF – Bernadeen Herrera
VOR-RCC-LT01– FKXGJW2 – C. Camancho

Council:

VOR-CNCL-01 – CN7GCK3 – Susan Lutterman
VOR-CNCL-02 – 76GFCK3 – Rafael Salas
VOR-CNCL-03 – 1G5NDK3
VOR-CNCL-04 – 5JMMDK3
VOR-CNCL-05 – 4HT2FK3 – Stephanie Long
VOR-CNCL-06 – 43LDCK3
VOR-COUNCIL-LT – 2WCH314 – G. Cory
VOR-LD-CNCLR3 – 4D100356H – Temp
VOR-LD-CNCLR4 – B6W3J64
VOR-VIDCONF-01 – 42T0BZ2
VOR-VIDCONF-02 – 42VZ9Z2 – A. Sullens

Finance Department

FINANCE-DESK – J0KB9R3 – S. Prough
VOR-FIN-DIR-01 – GVMZ0M3 – J. Starkovich
VOR-LT03 – JPLKKW2 – J. Starkovich
DESKTOP-80GK1S7 – FXMB9R3 – J. Long
VOR-FIN-5 - H3DS664 – K. Pena
VOR-FINANCE-M - 8WRPK44
IT-FIN-2 – 52D4161L0K – R. Kimbrell
FINANCE-LT - DK3NPD4 – R. Parks
DESKTOP-PURCH - 4F5F243 – V. Wheeler
DESKTOP-7TO8NSD - 6C5J2N3 – R. Parks

Fire Mitigation

FIRE-01 – MJ0K0GFH – J. Reynolds
VOR-FD-01 – MJ0K0GEP – J. Owen
VOR-FD-02 – MJ0K0GE3 – L. Powell
VOR-FD-TRAIN – 9GNSN13 – Fire Training
VOR-FD2-01 – MJ0K0GDW – T. Hall
VOR-FD2-02 – MJ0K0GFB
VOR-TRAIN-01 – 2WMB9R3
DESKTOP-EM – 4L4RCP2
VOR-FD-14 - C4BC794 – C. Hall
VOR-FD-15 - C2BC794 – A. Meuli
VOR-FD-16 - 47BC794 – E. Sanchez

VOR-FD3-01 - MJ0K0GDY – C. Meliniotis
VOR-FD3-02 - MJ0K0GDZ – A. Nanz
FD-LAPTOP - PW02YGE4 – C. Hall
VOR-FIRESTATION
DESKTOP-69Q2E7N - 36NG0X2 - Fire

Forestry:

VOR-FORESTRY-01-7LBFV94 – I. Spitty
VOR-FORESTRY-02-7MFFV94 – E. Monrreal
VOR-FORESTRY-07-42BC794 – B. Magnusson
VOR-FORESTRY-08-JZ6C794 – C. Davidson
VOR-FORESTRY-09-13BC794 – E. Anala
VOR-FORESTRY-10-62BC794 – D. Cook
VOR-FORESTRY-11-6LBFV94 – D. Archer

Human Resources

VOR-HR-2A- 68FCY43 – Diana Free
VOR-HR-1 – GH88L74 – C. Gerthe
VOR-HR-2A - 68FCY43 – T. Sralik
VOR-LT-HR - 5DLS824 – C. Gerthe
HR-INTERN - D35HFX2

Library

LIBRARY-BACK – MJ03YAAW – D. Cadena
RPL-AIO-01 – CZP64Z2 – D. Staab
RPL-CIRC-01 – C8SBRY3 – M. Espinoza
RPL-CIRCDISK-1 – 6FC5BT2 – D. Cadena
RPL-CIRCDISK-2 – 6FC6BT2 – S. Henry
RPL-CIRCDISK-3 – 6FC4BT2 – A. Castillo
RPL-CIRCDISK-4 – 6FC7BT2 – B. Girven
RPL-DT-01- MJ03PC9A – D. Langston
RPL-ENVISION2 – 948Z5X3 - EnvisionWare
RPL-OPAC-1 – 6FC8BT2 – Kiosk
RPL-OPAC-2 – 6FD2BT2 - Kiosk
RPL-PATRON-01 – 41R31D3
RPL-PATRON-02 – 34R31D3
RPL-PATRON-03 – 23R31D3
RPL-PATRON-04 – 72R31D3
RPL-PATRON-05 – 81R31D3
RPL-PATRON-06 – 84R31D3
RPL-PATRON-07 – 54R31D3
RPL-PATRON-08 – 44R31D3

RPL-PATRON-09 – D2R31D3
RPL-PATRON-10 – 71R31D3
RPL-PATRON-11 – D4R31D3
RPL-PATRON-12 – 11R31D3
RPL-PATRON-13 – 61R31D3
RPL-PATRON-14 – H1R31D3
RPL-PATRON-15 – 24R31D3
RPL-PATRON-16 – 63R31D3
VOR-LIB – CT7PY24 – M. Olvera
RPL-CONF - 91J0054 - Library

Management

VOR-ANNEX-06 – 7GX8RN2 – L. Crawford
CM-OFFICE-G6PA13900EM5 – Ron Sena

Municipal Court:

VOR-COURT-02 – 9SF33L3 – A. Cordova
VOR-COURT-03 – 8RBYCS2 – S. Torres
VOR-COURT-04 – HX6Q7Y3 – A. Cordova
VOR-COURT-07 - 4PJF2Z3 – F. Potter
VOR-COURT-08 - FZ6F2Z3 – F. Potter

Parks and Recreation

VOR-PARKS-LT – 8KY3ZX2 - J. Nocella
VOR-PNR-10 – CVMB9R3 – M. Baird
VOR-PNR-11 – D35JFX2 – U. Siebertz
VOR-PRD-01 – 38FCY43
VOR-PRD-02 – 78FCY43 – M. Coker
VOR-PRD-07 – HZ8W8B3 – G. Garcia
VOR-PRD-09 – BWMB9R3 – J. Triplett
VOR-PRD-10-J2DS664 – M. Moody
LAPTOP-PR1 - 34CWGC4
LAPTOP-PR2 - DP4MBC4 – D. Simms
LAPTOP-PR3 - JP1XGC4
VOR-TOUR-1 – 7VCF0M3 – M. Sralik
VOR-TOUR-2 – HSCF0M3 – Ron Sena
VOR-PARKS-S – 96R7BS3 – A. Nocella
PARKS-REC2023 - 58FCY43 – A. Eakins

Planning and Zoning

VOR-PNZ-7 – 7SD5PK3
VOR-PNZ-CDIR – MJ1279E

VOR-PNZ-LT-01 - 3S0QR34 – A. Koenig
LAPTOP-GELH170J – 5CD4154V43 – C. Jones
VOR-PNZ-FRONT - 1BT3894 – J. Janopoulos

Police Department

PC-76943 – JZWHH04
PC-93078 – HLSHH04 – S. Carruth
PC-20136 – HZWHH04 – M. Christian
RPD10-7846 - 4DTTA7846
RPD12-5635- 4DTTA45635
RPD11-5802 – 4DTTA45802
RPD13-5656 - 4DTTA45656
RPD14-5535 - 4DTTA45535
RPD1-5536 - 4DTTA45536
RPD15-5862 - 4DTTA45862
RPD16-5847 - 4DTTA45847
RPD17-5886 - 4DTTA45886
RPD2-5715 - 4DTTA45715
RPD3-5519 - 4DTTA45519
RPD4-5517 - 4DTTA45517
RPD5-5830 - 4DTTA45830
RPD6-5879 - 4DTTA45879
RPD7-5864 - 4DTTA45864
RPD8-5566 - 4DTTA45566
RPD9-7795 - 4DTTA47795
VOR-PATROL -5 – 8TNCHH2 – A. Garcia
VOR-PATROL-10 – 4L6RCP2 – Y. Darby
VOR-PATROL-11 – 4L5TCP2
VOR-PATROL-12 – 4L4PCP2
VOR-PATROL-13 – 4L4QCP2 – L. Valenzuela
VOR-PATROL-14 – 369KXX2 – S. Caruth
VOR-PATROL-8 – 8TNCKH2 - D. Rodriguez
PATROL-WATCHG - 4L4SCP2 – J. Whitt
VOR-PD-CHIEF – MJ03PC9C – J. Urban
VOR-PD-CONF1 – 3SMK643
VORPD-AC-01 – 2M5KPR3 – S. Haase
VORPD-DT-02 - 459TQ54 – S. Minner
VORPD-DT-03 - HXQLMD4 – J. Janopoulos
VORPD-EVIDENC - CK36724 – C. Eisenberg
VORPD-HDISP1 – 7RTY7V3
VORPD-HDISP2 – BKQY7V3

VORPD-HDISP3 – 9RTY7V3
VORPD-HDISP4 – JKQYV3 – A. Mize
VORPD-HDISP5 - 4KQY7V3
VORPD-HDISP6 – 5KQY7V3
VOR-HDISP-SUP – 33XK2Z3 – K. Simpson
VOR-PD-LT-01 - 66R7BS3 – S. Minner
VOR-PD-LT-02 - 76R7BS3 – J. Qunitana
VOR-PD-LT-03 - 6V0QR34 – M. Christian
VOR-PD-LT-04 - C5XPR34 – R. Postenrieder
VOR-PD-SGT – 3RRPHL2 – T. Freeman
VOR-PD-SGT-02 – 3K8HMN2 – P. Randolph
VOR-PD-SGT-03 – 3K8JMN2 – D. Hildman
VORPD-WG-01- 5X0NVD3 – J. Tijerina
VORPD-WG-02 – 5X0MVD3
VORPD-DT-01 – 4L6QCP2 – C. Kelley
VOR-EVIDENCE – 4L4VCP2
DESKTOP-TH6B7JR – 8RBZCS2
VORPD-VDI-1
VORPD-VDI-2
VORPD-VDI-3
VORPD-VDI-4
VORPD-VDI-5
VORPD-VDI-6
VORPD-VDI-7
VORPD-VDI-12
VOR-CODE-02 – HZKMZB3 – D. Harper

Streets and Solid Waste

VOR-SD-01 – CSF33L3 – L. Sanchez
VOR-SD-3 – HZKRZB3 – L. Parsons
VOR-SW-02 – JTMB9R3
VOR-SW-MECH – 4L2WWK2 – R. Quiroz
VOR-STREET-STAF – MJ03SMV0
VOR-STREETS-01 - 9Z42TG2
VOR-STREETS-02 - 9XMNV94
VOR-STREETS-03 - JPJNV94 – R. Blanchard
VOR-SW-01-4F5H243 – J. Parsons
VOR-SW-03 - F7FZZ44 – I. Garcia
DESKTOP-G1V51BF – 2R4DYX2

Waste-Water Treatment Plant

VOR-CPO-DIR – 4KB0FW2 – D. Denney
VOR-WWTP-01 - CP2CXB4 – G. Dixon
VOR-WWTP-TIME - 8YJFV94

Water Distribution:

VOR-WATDIST-04 – 4L4TCP2 – C. Baca
VOR-WATDIST-06 – 4L5SCP2
VOR-WD-STAFF3 – MJXTBWW – Wat3 3rd Staff
DESKTOP-VUTII216 – HWZF8H2 – M. Olvera
VOR-WATDIST-05 - 4L4WCP2 – W. Herrera

Water Production

VOR-WATER-07 – DZZ1NH3 – T. Yarborough
VOR-WATER-08 – DZZWMH3 – G. Chavez
VOR-WATER-10 – DZZYMH3 – Water Operator
VOR-WATER-11 – DZZXMH3
VOR-WATER-13 – 3F72VH3 – F. Luna
VOR-WATER-14 – 2HB2VH3 – R. Vaca
VOR-WATPRD-06 – 9V0L903 – I. Martinez
VOR-WATPRD-11 – B0WCYS3
VOR-WATPRD-DIR1 – MJ03S7AD
R-BRYANT – 8RB0DS2 – R. Bryant
VOR-CAPPRJ-01 – HZKPZB3
VOR-DT04 – D34GFX2 – A. Koenig
VOR-DT12 – D34KX2 – L. Aparicio
VOR-KRUI-CTRL – MJ03U8S2
SECOND – Coordinator
VOR-SPARE-01 – BSF33L3 – R. Morgan
SPARELT-2 - FHF434 – L. Weir
SPARELT-4 - HHFW434 – M. Schlotfeldt
VOR-SPARE-04 – FSF33L3 – A. Word
VOR-SPARE-05 – DSF33L3 – C. Coker
VOR-SPARE-1 – 84S6H04 – J. Kinser
VOR-SPARE-3 – 34S6H04 – C. Bell
VOR-SAPRE-4 - 32S6H04 – L. Aparicio
VOR-SPARE-5 - 73S6H04 – J. Quintana
DESKOP-AK3B831 – HJQPYW3 – E. Ryan

BENANO_NM - 000230568 – BeNan
DESKTOP-2QSC235 - J39W694 – I. Martinez

DESKTOP-3OJ2T99 - D34JFX2
DESKTOP-3UMLLPD - 9425J23 – S. Minner
DESKTOP-81E1983 - J1HCJ23
DESKTOP-B6NGEB5 - J0GH8F4 – C. Bell
DESKTOP-BF9GC72 - MP1P9SQN – L. Beaty
DESKTOP-EOC-TVS - 4F5G243 – EOC
DESKTOP-J4QCFN2 - D34MFX2 – S. Mars
DESKTOP-UTILITY - 82VM6F4 – C. Coker
ERICQUELLER - 0F3CCBM24253MR – E. Queller
KRUI-STUDIO-CLO - MJEXVX8 – KRUI
LAPTOP-G2MT11A5 - 5CD414D901 – C. Coker
LAPTOP-PNZ - F2PPCB4 – B. Parker
VOR-CAPCOORD1 - 5R47K74
VOR-CODE-LT-1 - 2HYQ614 – D. Harper
VOR-DT14 - 6R47K74 – R. Kimbrell
VOR-DT-14 - J8YRK74 – M. Schlotfeldt
VOR-DT-15 - GKK43H4 – C. Jones
VOR-LT-05 - 8SXGSH4 – L. Weir
VOR-LT-08 - FJCP8F4 – C. Kelley
VOR-LTRENAME - BK8D094 – J. Trujillo
VOR-LT-SPARE - 53Q8LY3 – J. Pena
VOR-LT-WNGFLD - F7LR824 – J. Baker
DESKTOP-N018SEO – 10DMKL3 – C. Eisenberg
VOR-LT-ISSAC – 5KCFT44 – I. Garcia

d. Network Equipment

Switches

41x Network Switches

Wireless Access Points

24x WAPs (Wireless Access Points)

e. Network Printers

4x Network Printers

Print support services do not include consumables or manufacturer required repairs.

f. Covered Software

Any Microsoft Operating System from Windows 10 to current (including desktop, server and mobile device)

Entire Microsoft Office Suite from 2016 to current

Adobe PDF Applications

Vipre Antivirus or alternate antivirus

Apple Operating Systems and associated software

g. Additional Equipment

Additional equipment not listed in this Appendix may be maintained upon mutual agreement of the parties. Additional monthly services charges may apply for equipment not listed above.

Monthly Price Breakdown

(Pricing based on CES Contract #: 2024-14-C1118-ALL)

4 Physical Servers (domain controllers) – (\$300 per unit) -	\$1,200
9 Additional Physical Servers – (\$150 per unit) -	\$1,350
24 Virtual Servers – (\$125 per unit) -	\$3,000
260 Office Workstations – (\$25 per unit) -	\$6,500
4 Network Printers – (\$25 per unit) -	\$100
Software Support – (Includes third party software and Microsoft software) -	\$800
RMM Software Fee -	\$500
41 Switches and 24 Wireless Access Points – (\$15 per unit) -	\$975
Firewall – (\$75 per unit) -	\$75
Additional discount for two-year contract (3%) -	- \$435

Monthly Total: \$14,065 + tax/month

END OF APPENDIX “A”

APPENDIX “B”

TO AGREEMENT FOR MANAGED SERVICES COMPUTER SYSTEM SUPPORT

Services and Maintenance Provided by System MD

Network Design and Implementation. This includes PC installation and configurations

Operating system/application installation and support. Perform application software installation, maintenance, and upgrades

Configure offsite remote access to shared resources and email through secure Virtual Private Network Connections

Review server and computer event logs for potential problems. Address and correct any issues to prevent system or network failure

Verify that servers and computers are protected from the latest virus threats. Download and install antivirus software updates, renew licenses, ensure that the software is operational, and remove threats

Download and install the latest Microsoft security patches to protect systems from known vulnerabilities

Download and install updates for Microsoft Office, Internet Explorer, and Security Essentials

Set up automatic backups and verify that they are functioning as scheduled

Set up and verify email operations including Exchange Server or POP3 email. Configure cell phones/PDAs to wirelessly sync with email, contacts, tasks, and calendars

Ensure systems are protected from spyware and spam. Provide recommendations

Monitor server and network services. Ensure systems have access to shared resources

Manage user access to the network in active directory. Create security groups to manage file permissions and folder access

Create and document IT policies and procedures. Document site network design and application configurations

Manage and store software, license keys, and other IT related data

Follow up and meet with the technical liaison for your organization

Network and data cabling design consultation

Serve as liaison between client and technology vendors. Vendor support fees may apply
Provide comprehensive IT planning and recommendations

Other services available on a case-by-case basis

Server service includes:

System health monitoring and remote repair

Ensure that all server services are running properly, troubleshoot any malfunctioning services

Alert client to dangerous conditions per security policy, and recommended best practices

Terminal server security and management

Perform all needed terminal server updates

Performance monitoring - memory, CPU, disk space, fragmentation

Clean and prune Active Directory structure, keep efficient and active

Keep service pack and hotfixes current as per company policy

Determine logical directory structure and security, implement, map and detail

Set up and maintain groups (accounting, admin, sales, etc.)

Educate and correct user errors (deleted files, corrupted files, etc.)

Power fault monitoring

Firmware and device driver updates

UPS battery testing

RAID card battery reconditioning

Intrusion monitoring and vulnerability scans

Patch assessment

Ensure that all backup services are running properly

Check event logs and identify any potential issues or dangerous server conditions

Confirm that backups have been performed on a daily basis

Verify backup and restore integrity

Keep service pack and hot fixes current as per company policy

Install software upgrades

Review windows application log

Review windows DNS log

Review windows active directory log

Review windows security log

Review windows system log

Review IIS WWW log

Review IIS FTP log(s)

Review IIS SMTP log(s)

Note hard disk space used/remaining

Review backup logs

Full patch management

Review hardware errors and alerts

Anti-Virus definition review

Inventory tracking

Replacement server projects are **not** included in this contract (in the event a server needs to be replaced, Systems MD will provide a separate project quote)

Workstation service includes:

System health monitoring and remote repair

Ensure that services are running properly and restart them if necessary

Check event logs and identify any potential issues, dangerous conditions and resolve issues remotely

Alert client to dangerous conditions per security policy

Monitor hard drive free space

Performance monitoring – memory

Install software upgrades

Scheduled maintenance

Vulnerability scans

Confirm antivirus virus definition updates have occurred

Patch assessment and updates

Setup of replacement devices

Labor to repair and upgrade existing systems

Network Equipment Service Includes:

- Equipment configuration
- Verification of equipment logs
- Firmware update installation
- Connectivity and configuration troubleshooting

Data Storage Device Service Includes:

- Equipment configuration
- Verification of equipment logs
- Firmware update installation
- Connectivity and configuration troubleshooting

Printer/Scanner Service Includes:

- Driver and firmware update installation
- Connectivity and configuration troubleshooting
- Scan to folder user account setup and configuration

Software Service Includes:

- Installation and setup of software package
- Basic troubleshooting and support

Liaison with technical support
Implementation planning

Server and computer hardware installation includes:

Motherboards, internal and external hard drives, processors, optical drives, expansion cards, sound cards, tape backups, controllers, power supplies, video cards, mice, and keyboards.

**SERVICES AND MAINTENANCE NOT PROVIDED UNDER THIS
AGREEMENT INCLUDE THE FOLLOWING**

1. Performing services in connection with the use of the equipment in conjunction with other equipment or software, the relocation of the equipment, the rewiring or rerouting of cables, or the addition or removal of accessories, attachments, features, or other devices;
2. Electrical work to the equipment;
3. Maintenance of accessories, attachments, features, or devices other than the equipment;
4. Maintenance of equipment from which the original identification marks have been removed or altered;
5. Repair of damage resulting from (i) accident, transportation, neglect, or misuse by the Village, the Village's failure to provide the necessary facilities or specified operating supplies, or failure by the Village to meet site specifications applicable to the equipment; (ii) causes external to the equipment such as, but not limited to, unusual physical stress, failure or fluctuation of electrical power, air conditioning or humidity control; or (iii) any cause other than ordinary use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by SYSTEMS MD);
6. Furnishing expendable or consumable supplies, equipment or accessories for the equipment;
7. Maintenance of the equipment or portions thereof which the Village has modified or repaired as set forth in Section 3 hereof or portions of the equipment affected by such modifications or repairs by the Village;
8. Reconditioning required when repair and parts replacement cannot keep the equipment in operating condition;
9. Except with respect to computer software covered by a separate software maintenance agreement, any computer software included as part of the equipment shall not be the responsibility of SYSTEMS MD, except that

SYSTEMS MD agrees to use reasonable efforts to coordinate any material problems in such software with the manufacturer or distributor of the equipment to alleviate the problem;

10. Infrastructure wiring;

11. QSA Security Audits are not included, but compliance standards will be maintained upon completion of an audit;

12. Hardware repairs of Mobile Phones/PDAs, monitors, and printers;

13. Specific requests by the Village for maintenance outside the scope of this agreement.

END OF APPENDIX “B”

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Agreement between Bosque Advisors, LLC and the Village of Ruidoso for Municipal Advisory Services.

Item Summary:

Discussion and Possible Action on Agreement between Bosque Advisors, LLC and the Village of Ruidoso for Municipal Advisory Services.

Financial Impact:

Pay Bosque Advisors an annual continuing disclosure fee of \$3,000.00 per type of bond (such as general obligation bonds, or gross receipts tax bonds, or joint utility revenue bond, and other bonds as appropriate), and \$500 per material event disclosure. Annual fees shall not exceed \$15,000.00 for the annual disclosure service.

Item Discussion:

Bosque Advisors, LLC's Obligations, Scope of Services and Limitations on Scope of Services. Bosque Advisors, LLC will assist Issuer, as its agent, with filing of continuing disclosures with the Municipal Securities Rulemaking Board ("MSRB") on the Electronic Municipal Market Access website ("EMMA") maintained by the MSRB in electronic format as prescribed by the MSRB, for each fiscal year during which this Agreement is in effect, to the extent required by (and not exempted from) SEC Rule 15c2-12(b)(5)(i)(A), (B) or (D):

Recommendations:

Approval of Agreement between Bosque Advisors, LLC and the Village of Ruidoso for Municipal Advisory Services.

ATTACHMENTS:

[Ruidoso NM - Municipal Advisor Agreement August 2026.pdf](#)

[Village of Ruidoso NM Fee Schedule - August 2026.pdf](#)

[MSRB Disclosures - Village of Ruidoso 2026.pdf](#)

ENGAGEMENT AGREEMENT

FOR

MUNICIPAL ADVISORY SERVICES

This Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this 15th day of August 2026, by and between the Village of Ruidoso, New Mexico (“Issuer”) located at 313 Cree Meadows Drive , Ruidoso , NM 88345, and Bosque Advisors, LLC, located at Suite 220 at 2305 Renard Place SE, Albuquerque, NM 87106.

PURPOSE: The Issuer deems it in its best interest to engage and retain Bosque Advisors, LLC, in its capacity as an independent registered municipal advisory firm, to provide certain municipal advisory services to the Issuer, including but not limited to the preparation of supporting data, bond market information, assistance in obtaining bond ratings, and assistance in investor negotiations, regarding various Issuer projects (“Projects”) which may result from time to time in the issuance of bonds, notes, refunding bonds and/or the use of other financial instruments (“Transactions”), to engage and retain Bosque Advisors, LLC, to provide support on strategic long-term financing plans to develop recreational, business or development districts within the community, and engage and retain Bosque Advisors, LLC, in a clerical and ministerial capacity, to provide certain limited continuing disclosure services.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above “Purpose” section are material and binding terms of this Agreement.

MUNICIPAL ADVISORY SERVICES

1. Bosque Advisors, LLC’s Obligations, Scope of Services and Limitations on Scope of Services. Bosque Advisors, LLC shall provide the Issuer with the following municipal advisory services for or related to any Transactions (collectively, the “Scope of Services”), subject to the limitations set forth herein:
 - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with any Transactions.
 - B. Will attend meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - C. Will assist the Issuer in the preparation, coordination and distribution of printed matter for or related to any Transactions to acquaint the Issuer’s population with the benefits and financial considerations of any Transactions.
 - D. Will prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for any Transactions.
 - E. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.

- F. Will assist in the collection of information and the preparation of the documents necessary to accomplish any Transactions including any related contracts, agreements or other documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.
 - G. Will prepare requests, schedules, and applications to ensure the Issuer may engage state governmental programs, including legislative or executive agency authorizations, for debt financing or grant participation.
 - H. Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 requires that Bosque Advisors, LLC, when acting as Issuer’s municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer’s determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by Bosque Advisors, LLC to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that Bosque Advisors, LLC undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. Bosque Advisors, LLC is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer’s behalf.
 - I. MSRB Rule G-42 requires that Bosque Advisors, LLC provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in Bosque Advisors, LLC’s Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
 - J. It is expressly understood and agreed that, under this Agreement, Bosque Advisors, LLC is acting as a municipal advisor and fiduciary to the Issuer for or related to any Transactions.
 - K. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.
 - L. The Scope of Services may be changed only by written amendment or supplement to this Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.
2. Issuer’s Obligations. The Issuer’s obligations shall include the following, subject to the limitations set forth herein:
- A. Retain Bosque Advisors, LLC as its municipal advisor for and related to any Transactions.
 - B. Cooperate with Bosque Advisors, LLC in the proper development of any Transactions and provide all pertinent, accurate and complete information needed to allow Bosque Advisors, LLC to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support any desired Transactions on behalf of the Issuer.
 - C. To the extent Issuer seeks to have Bosque Advisors, LLC provide advice with regard to any recommendation made to Issuer by a third party, Issuer agrees that it will provide Bosque Advisors, LLC with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.

- D. Issuer agrees to observe and comply with the limitations on Bosque Advisors, LLC's Scope of Services described above.
- E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney for and related to any Transactions.
- F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services for and related to any Transactions.
- G. Reimburse Bosque Advisors, LLC for all reasonable costs and expenses incurred by Bosque Advisors, LLC that are related to the Transactions, including but not limited to reasonable travel expenses to meet with the Issuer, or rating agencies, if any.
- H. Pay Bosque Advisors, LLC an advisory fee of as shown on the attached Fee Proposal and according to the schedule.

LIMITED CONTINUING DISCLOSURE SERVICES

3. Bosque Advisors, LLC's Obligations, Scope of Services and Limitations on Scope of Services. Bosque Advisors, LLC will assist Issuer, as its agent, with filing of the following continuing disclosures with the Municipal Securities Rulemaking Board ("MSRB") on the Electronic Municipal Market Access website ("EMMA") maintained by the MSRB in electronic format as prescribed by the MSRB, for each fiscal year during which this Agreement is in effect, to the extent required by (and not exempted from) SEC Rule 15c2-12(b)(5)(i)(A), (B) or (D):

- A. Issuer's annual financial information, or the annual financial information for any other obligated person for whom financial information or operating data is presented in a final official statement issued by Issuer; or
- B. If not submitted as part of the annual financial information, then when and if available, Issuer's audited financial statements, or the audited financial statements of any other obligated person for whom financial information or operating data is presented in a final official statement issued by Issuer; or
- C. Notice of a failure by Issuer, or by any other obligated person for whom financial information or operating data is presented in a final official statement issued by Issuer, to timely provide the MSRB with annual financial information as required by SEC Rule 15c2-12(b)(5)(i)(A); or
- D. Notice by Issuer of certain material adverse or other events as may be required of the Issuer pursuant to the provisions of SEC Rule 15c2-12(b)(5)(i)(C). As part of these limited clerical and ministerial services, Bosque Advisors, LLC will provide Issuer with (i) general factual information regarding how to utilize the filing reminder system available on EMMA and (ii) reminders of the filing date(s) for each continuing disclosure listed in Section 3(A), (B) and (C), above. Bosque Advisors, LLC will not provide any reminder for any continuing disclosure listed in Section 3, above. Issuer understands and agrees that: (i) the services and assistance to be provided by Bosque Advisors, LLC pursuant to this Section 3 are clerical and ministerial in nature and do not include any advice or recommendation regarding municipal financial products or the issuance of municipal securities, (ii) the services and assistance to be provided by Bosque Advisors, LLC pursuant to this Section 3 do not include any advice of any kind or manner by or from Bosque Advisors, LLC to Issuer on filing any continuing disclosure with the MSRB pursuant to the provisions of SEC Rule 15c2-

12(b)(5)(i)(C), (iii) the services and assistance to be provided by Bosque Advisors, LLC pursuant to this Section 3 are not intended to, and shall not be construed as requiring Bosque Advisors, LLC to, perform services which may constitute the practice of law and (iv) Bosque Advisors, LLC is acting solely in an agency capacity for the Issuer in providing the services pursuant to this Section 3 and shall have no liability or responsibility for the content, accuracy or completeness of any continuing disclosure filed by Issuer.

4. Issuer's Obligations. The Issuer's obligations shall include the following, subject to the limitations set forth herein:

- A. Issuer agrees to cooperate with Bosque Advisors, LLC by providing the information specified in Section 3, above at least two business days prior to the date on which the Issuer would like to file any continuing disclosure on EMMA.
- B. As consideration for the limited services described in Section 3, above, Issuer agree to indemnify, defend and hold harmless Bosque Advisors, LLC and its officers, directors, employees, agents and representatives against and from any and all losses, claims, damages, liabilities, demands, costs or expenses (including all reasonable attorneys' fees), and all actions, proceedings and investigations in respect thereof (collectively, the "Indemnified Claims"), arising out of, relating to or in connection with the provision of the services specified in Section 3 or any of Issuer's disclosure obligations under SEC Rule 15c2-12(b)(5)(i); provided, however, that Issuer will not be obligated or liable for any Indemnification Claims to the extent such claims resulted primarily and directly from Bosque Advisors, LLC's gross negligence or willful misconduct.
- C. Pay Bosque Advisors an annual continuing disclosure fee of \$3,000.00 per type of bond (such as general obligation bonds, or gross receipts tax bonds, or joint utility revenue bond, and other bonds as appropriate), and \$500 per material event disclosure. Annual fees shall not exceed \$15,000.00 for the annual disclosure service.

GENERAL TERMS

5. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of New Mexico.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties.

7. Term. The term of this Agreement shall be effective as of August 15, 2026 and shall remain in effect through the fiscal year ending June 30, 2027, except as terminated earlier pursuant to the provisions below.

8. Termination. Either party shall have the right to terminate this Agreement in full for any reason by providing written notice to the other party at least thirty (30) days prior to the stated termination date. In the event of any violation or default of the terms of this Agreement by Bosque Advisors, LLC, the Issuer shall provide written notice to Bosque Advisors, LLC of any such violation or default, and Bosque Advisors, LLC shall have thirty (30) days to cure such default. If Bosque Advisors, LLC is not able to cure the default to the Issuer's satisfaction by the end of such cure period, the Issuer thereafter shall have the right to immediately terminate this Agreement. At the termination of this Agreement, in any such manner, the Issuer shall reimburse Bosque Advisors, LLC such reasonable costs and expenses incurred to the date

of such termination, and shall pay Bosque Advisors, LLC such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.

9. Authority. Each of the undersigned representatives of the respective parties represents and warrants that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to Bosque Advisors, LLC to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that Bosque Advisors, LLC take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.

10. Execution. This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

Bosque Advisors, LLC

DATE:

Mark Valenzuela

August 15, 2026

Title of Person: Managing Principal

Village of Ruidoso, New Mexico

Title of Person: _____

Village of Ruidoso, NM - Base Fee Schedule^{1,2}

Type of Bonds/Loans	Size of debt issuance			
	\$0 to \$2 million	Over \$2 million to \$4 million	Over \$4 million to \$6 million	Over \$6 million
General Obligation Bonds (property tax) or refunding of existing debt type	\$ 20,000.00	\$ 25,000.00	\$ 31,250.00	\$ 39,062.50
Tax-Backed Obligations (1.25 times GO bonds), which included gross receipts tax debt obligations or refunding of existing debt type	\$ 25,000.00	\$ 31,250.00	\$ 39,062.50	\$ 48,828.13
Revenue Bonds (1.45 times GO bonds) includes enterprise revenues or refunding of existing debt type	\$ 29,000.00	\$ 36,250.00	\$ 45,312.50	\$ 56,640.63

¹ Base fees do not include gross receipts tax.

² Bosque Advisors, LLC, for travel, will use state travel reimbursement policies.

**Form of
DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by Bosque Advisors, LLC (“Municipal Advisor”) to the Village of Ruidoso, New Mexico (the “Client”) in connection with a municipal advisory engagement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their client’s disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this RFQ, together with explanations of how the Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor’s with respect to all of the conflicts disclosed below, the Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obliges the Municipal Advisor to deal honestly and with the utmost good faith with the Client and to act in the Client’s best interests without regard to the Municipal Advisor’s financial or other interests. Furthermore, the Municipal Advisor’s municipal advisory supervisory structure provides strong safeguards against individual representatives of the Municipal Advisor potentially departing from their regulatory duties due to personal interests. The list of disclosures below represents potential areas for conflicts of interest, and if applicable, the process Municipal Advisor provides mitigation of such conflict:

- i. **Affiliate Conflict.** Municipal Advisor does not own any interest or receive benefit from affiliates who may conduct business with Client.
- ii. **Payments to Be Retained.** Municipal Advisor does not and will not pay a solicitor municipal advisor registered under the Securities Exchange Act (the “Solicitor”), to solicit Clients on its behalf.
- iii. **Payments from Third Parties for Recommendations.** Municipal Advisor does not solicit and will not accept payment from a third-party to recommend the Recommended Third-Party to Client to provide any services to Client.
- iv. **Fee-Splitting Arrangements.** Municipal Advisor does not split fees, and we have no agreements to do so for the Client municipal advisory business.
- v. **Compensation-Based Conflicts.** The fees due under this potential Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issuance of Bonds or debt obligation. While this form of compensation is customary, this may present a conflict because it could create an incentive for the Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above. Additionally, the Municipal Advisor will provide the Client with a full assessment of financing alternatives with associated fees to provide the Client relevant information to make an informed decision.
- vi. **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. None of these other engagements or relationships would impair Municipal Advisor’s ability to fulfill its regulatory duties to Client. Municipal Advisor will communicate with Client if other engaged clients are pursuing transactions within a similar timeframe.

- vii. [Broker-Dealer and Investment Advisory Business](#). Municipal Advisor is NOT a broker-dealer or investment advisory firm.
- viii. [Secondary Market Transactions in Client's Securities](#). Municipal Advisor is NOT a broker/dealer and will not take a principal position in securities, including securities of Client, and therefore Municipal Advisor will not have interests in conflict with those of Client.
- ix. [Municipal Advisor Also Advising Conduit Borrower](#). Municipal Advisor does not represent any conduit borrower with respect to an Issue under this Agreement.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- i. [Material Legal or Disciplinary Event](#). There are no legal or disciplinary events that are material to the Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the Securities and Exchange Commission (SEC).
- ii. [How to Access Form MA and Form MA-I Filings](#). Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://https://www.sec.gov/edgar/browse/?CIK=1878457>.
- iii. [Most Recent Change in Legal or Disciplinary Event Disclosure](#). Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Consumer Protections

As a fiduciary to clients, Bosque Advisors, LLC is required to provide disclosures to the Issuer. The federal Securities and Exchange Commission (SEC) requires certain disclosures to clients, submitted concurrently with an engagement. The firm, Bosque Advisors, LLC, is registered with both the Municipal Securities Rulemaking Board (MSRB) and the SEC. The website for each entity is provided below: www.msrb.org and www.sec.gov.

The MSRB provides a municipal advisory client brochure to describe municipal entity protections and remedies including information on how to file a complaint with the appropriate regulatory authority.

Dated: August 13, 2026

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Christopher Camacho, Community Development Director

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Request to Schedule a Public Hearing on September 8, 2026, for Adoption of Ordinance 2026-12, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances, Chapter 54, Land Use; Article II, Land Development Code; Division 3, Zoning; Section 54-66; to Provide the Same Zoning Treatment for Hud-Certified Single-Section and Multi-Section Manufactured Homes; to Revise Related Definitions and Allowable Uses; and for Related Purposes.

Item Summary:

Discussion and Possible Action on Request to Schedule a Public Hearing on September 8, 2026, for Adoption of Ordinance 2026-12, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances, Chapter 54, Land Use; Article II, Land Development Code; Division 3, Zoning; Section 54-66; to Provide the Same Zoning Treatment for Hud-Certified Single-Section and Multi-Section Manufactured Homes; to Revise Related Definitions and Allowable Uses; and for Related Purposes.

Financial Impact:

None

Item Discussion:

This Ordinance Amendment revises the definitions of “Manufactured Home”, “Mobile Home”, and “Permanent Foundation”, and by deleting the definition of “Multi-section Manufactured home”, eliminates the distinction in zoning treatment between single-section and multi-section HUD-certified manufactured homes. This regulates both as manufactured homes in the zoning districts where multi-section manufactured homes are currently allowed; and further desires to maintain the existing distinction between HUD-certified manufactured homes and mobile homes that are not constructed to applicable HUD manufactured housing standards.

Recommendations:

To Approve Request to Schedule a Public Hearing on September 8, 2026, for Adoption of Ordinance 2026-12, an Ordinance Amending the Village of Ruidoso Municipal Code of

Ordinances, Chapter 54, Land Use; Article II, Land Development Code; Division 3, Zoning; Section 54-66; to Provide the Same Zoning Treatment for Hud-Certified Single-Section and Multi-Section Manufactured Homes; to Revise Related Definitions and Allowable Uses; and for Related Purposes.

ATTACHMENTS:

[Ordinance 2026-12 Single wide homes.pdf](#)

ORDINANCE NO. 2026-12

AN ORDINANCE AMENDING THE VILLAGE OF RUIDOSO MUNICIPAL CODE OF ORDINANCES, CHAPTER 54, LAND USE; ARTICLE II, LAND DEVELOPMENT CODE; DIVISION 3, ZONING; SECTION 54-66; TO PROVIDE THE SAME ZONING TREATMENT FOR HUD-CERTIFIED SINGLE-SECTION AND MULTI-SECTION MANUFACTURED HOMES; TO REVISE RELATED DEFINITIONS AND ALLOWABLE USES; AND FOR RELATED PURPOSES.

WHEREAS, the Village of Ruidoso regulates manufactured homes and mobile homes under Chapter 54 of the Village Code; and

WHEREAS, Chapter 54 currently distinguishes between single-section and multi-section manufactured homes and provides that a single-section manufactured home is regulated in the same manner as a mobile home; and

WHEREAS, manufactured homes constructed in accordance with the federal Manufactured Home Construction and Safety Standards administered by the United States Department of Housing and Urban Development (“HUD”) may be constructed in one or more sections; and

WHEREAS, the Village Council desires to eliminate the distinction in zoning treatment between single-section and multi-section HUD-certified manufactured homes and to regulate both as manufactured homes in the zoning districts where multi-section manufactured homes are currently allowed; and

WHEREAS, the Village Council further desires to maintain the existing distinction between HUD-certified manufactured homes and mobile homes that are not constructed to applicable HUD manufactured housing standards; and

WHEREAS, the Village Council finds that these amendments are consistent with the purposes of the Village’s land development regulations and are in the best interests of the health, safety, and welfare of the Village.

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

Section 1. Chapter 54, Article II, Division 3, Section 54-66 of the Code of Ordinances of the Village of Ruidoso is hereby amended by revising the definitions of “Manufactured Home,” “Mobile Home,” and “Permanent Foundation,” and deleting the definition of “Multi-section Manufactured Home,” to read as follows:

~~**Multi-section manufactured home means a manufactured home or modular home that is a single-family dwelling with a heated area of at least 36 by 24 feet at least 864 square feet and constructed in a factory to the standards of the United States department**~~

~~of housing and urban development, the National Manufactured Housing Construction and Safety Standards Act of 1974 and the Housing and Urban Development Zone Code 2 of the Uniform Building Code, as amended to the date of the unit's construction, and installed on a permanent foundation consistent with the Manufactured Housing and Zoning Act (N.M.S.A. 1978, § 3-21A-2.A). A single section manufactured home does not meet this definition.~~

Manufactured Home. A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer has received certification from the United States Department of Housing and Urban Development and complies with the standards of the Manufactured Home Construction and Safety Standards Act; and except that such term shall not include any self-propelled recreational vehicle (42 USC 5402). For purposes of this chapter, a HUD-certified manufactured home includes both single-section and multi-section manufactured homes and shall be regulated as provided in the applicable zoning district and development standards of this chapter.

Mobile Home. A movable or portable housing structure as defined in the New Mexico Manufactured Housing and Zoning Act, NMSA 1978, Section 3-21A-2(B), as amended.

Permanent Foundation. A permanent foundation that complies with the Manufactured Housing Act and applicable rules adopted pursuant thereto by the Manufactured Housing Division, as amended.

SECTION 2. Table 54.53.1, Allowable Uses, is hereby amended by deleting the use classification “Single-section manufactured home,” replacing the use classification “Multi-section manufactured home” with “Manufactured home,” and retaining the existing allowable-use designations applicable to multi-section manufactured homes as the allowable-use designations for manufactured homes:

USE	R-1	R-2	R-3	R-4	A-R-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD
Manufactured Home	P	P			P	P	P	C					P	P	

PASSED, APPROVED, AND ADOPTED by the Village Council of the Village of Ruidoso, New Mexico, this 24th day of August, 2026.

Lynn D. Crawford, Mayor

Yvone Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Isabel Martinez, Water Resource Manager

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-163, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Drinking Water State Revolving Loan Fund.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-163, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Drinking Water State Revolving Loan Fund.

Financial Impact:

Contingent upon approved loan agreement.

Item Discussion:

The Village will be submitting one (1) application for \$150,000 to fund the 2027 LCRR Inventory Verification Project. This funding will allow us to pothole and verify waterline materials throughout town to remain in compliance with the EPA Lead and Copper Regulations.

Recommendations:

To Approve Adoption of Resolution 2026-163, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Drinking Water State Revolving Loan Fund.

ATTACHMENTS:

[DWSRF Authorizing Resolution.pdf](#)
[Ruidoso-Application-Certification.pdf](#)

Authorizing Resolution
RESOLUTION NO. 2026-163

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the Village of Ruidoso (“Borrower”) is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 (“Act”), and the Village of Ruidoso Governing Body (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Borrower and the public; and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of the LCRR Inventory Verification (“Project”) for the benefit of the Borrower and its citizens (or members as applicable); and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

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

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be hereby ratified, approved, and confirmed.

Section 2. That the completed Application submitted to the Governing Body be hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 24th day of August, 2026.

GOVERNING BODY

By _____

Lynn D. Crawford, Mayor

(Seal)

ATTEST:

Yvonne Vigil, Village Clerk

Drinking Water State Revolving Loan Fund Application Certification

I certify that:

We have the authority to request the funds described in this application. To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: _____
(Authorized Signatory/Highest Elected official) Title

Print Name: _____ Date: 08/24/26

Jurisdiction: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Task Order RFP#2026-001P-BH-01 with Bohannon Huston, Inc. for Professional Engineering Services on Flood Damaged Infrastructure to Include Restoration and Improvements to Various Roads and Drainage in the Upper Canyon, Ponderosa Heights, and Perk Canyon Subdivisions in the Amount of \$600,934.64 Including NMGR.

Item Summary:

Discussion and Possible Action on Task Order RFP#2026-001P-BH-01 with Bohannon Huston, Inc. for Professional Engineering Services on Flood Damaged Infrastructure to Include Restoration and Improvements to Various Roads and Drainage in the Upper Canyon, Ponderosa Heights, and Perk Canyon Subdivisions in the Amount of \$600,934.64 Including NMGR.

Financial Impact:

The \$600,934.64 for this Task Order will be taken from the 300 (FEMA) Fund.

Item Discussion:

This Task Order includes full-time Construction Management and Construction Observation, and Material Testing Phase Services for PW 09, 21, 163 & half-time Construction Management of PW 181.

Recommendations:

To Approve Task Order RFP#2026-001P-BH-01 with Bohannon Huston, Inc. for Professional Engineering Services on Flood Damaged Infrastructure to Include Restoration and Improvements to Various Roads and Drainage in the Upper Canyon, Ponderosa Heights, and Perk Canyon Subdivisions in the Amount of \$600,934.64 Including NMGR.

ATTACHMENTS:

[BH Task Order 2026-001P-BH-01.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
BOHANNAN HUSTON, INC.
FY2027**

1. Task Order Number: RFP #2026-001P-BH-01
2. Title: CM Services for PW 9, 21, 163 & 181
3. Location: Village of Ruidoso
4. Scope of Services Required: Engineering Service
5. Village Contact: Ron Sena
Engineering Contact: Kurt D Thorson, PE – Bohannan Huston, Inc. Project Manager
Others: Anthony Dominguez – Bohannan Huston, Inc. Project Manager
6. Estimated Performance Time: _____
7. Estimated Cost: \$559,754.00 (amounts excluding NMGR)
\$600,934.64 (including estimated NMGR)
8. Attachments: Engineer's Fee Proposal and Scope of Services
9. The parties hereto executed the original Master Consulting Agreement on: November 10, 2025

Village of Ruidoso

Bohann Huston, Inc

Lynn D. Crawford, Mayor

Juan Samaniego, PE

Date: _____

Date: _____

ATTEST:

Yvonne Vigil, Village Clerk

August 19, 2026

Ron Sena
Village Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: CM Services for PW 9, 21, 163 & 181
Task Order #2026-001P-BH-01
Professional Services Agreement for ON-Call
Professional and General Engineering Services

Dear Mr. Sena:

Bohannon Huston, Inc. is pleased to submit this proposal for professional engineering services for the full-time Construction Management, Observation Services, and Material Testing during construction of PW 9, 21, 163 & half-time Construction Management of PW 181 (Excludes Observation and Material Testing).

The fee is estimate break down for each package is as follows (amounts exclude NMGR):

PW 9 & 21	\$298,914.00
PW 163	\$221,702.00
PW 181	\$39,138.00
Total	\$559,754.00

This work will be completed as a lump sum task order under our existing on-call contract. Our fee is based on an estimate duration of 70 Working Days (15 weeks) for all 4 areas. The Village will be invoiced for our services monthly. New Mexico Gross Receipts Tax will be added to all invoices. A Scope of Services and the estimated fee are provided in the following attachments:

Attachment A	Scope of Services
Exhibit A	Estimated Construction Phase Services and Materials Testing Fee for PW 9 & 21
Exhibit B	Estimated Construction Phase Services and Materials Testing Fee for PW 163
Exhibit C	Estimated Construction Phase Services for PW 181
Exhibit D	On-Call Rate Schedule

If this proposal is acceptable, please sign the attached Task Order Form for notification to proceed. Please return the signed original to this office and keep a copy for your records. This proposal is subject to renegotiation if not signed within thirty (30) days.

Thank you for allowing us to serve you, we enjoy working with the Village of Ruidoso. If you have any questions or comments on the scope of work or wish to discuss our fee estimate, please don't hesitate to contact me at (505) 823-1000 or email me at kthorson@bhinc.com.

Sincerely,

Kurt D. Thorson, PE

Ron Sena
Village of Ruidoso
August 19, 2026
Page 2

KDT/AD/ss

cc: Juan Samaniego, Bohannon Huston, Inc. (w/encls.)
Theodore Barela, Bohannon Huston, Inc. (w/encls.)
Anthony Dominguez, Bohannon Huston, Inc. (w/encls.)

Senior Vice President
Traffic & Transportation

Attachment A: Scope of Services

The scope of this proposal includes the following Tasks for this project:

1. Pre-Construction Services
2. Construction Observation Services
3. Construction Management Services
4. Material (QA) Field and Laboratory Testing
5. Project Close out

The proposed Fee Estimates, Exhibits A-D, include full-time Construction Management and Construction Observation, and Material Testing Phase Services for PW 09, 21, 163 & half-time Construction Management of PW 181. *[For clarity, each exhibit breaks down the Tasks to subtasks correlated to the PW. PW 09 Tasks have an A designator, PW 21 Tasks have a B designator, PW 163 Tasks have a C designator, and PW 181 Tasks have a D designator]* Below is our proposed scope of work and tasks associated with effort in accordance with the contract document and NMDOT specifications.

1. Pre-Construction Services:

- a. Setup BHITracker® and Construction Reports with the appropriate project files and documents.
- b. Schedule pre-construction meeting, prepare a meeting agenda, and document and distribute meeting minutes as well as post to BHITracker®.
- c. Conduct pre-construction conferences in person or virtually.

2. Construction Observation Services:

- a. Provide a Construction Observer (CO) who is qualified to observe the work of the contractor. Our observation effort for this project is based on full-time effort. This effort is estimated as 40 hours per week for an estimated 15-week construction duration.
- b. Provide daily construction observation reports documenting weather conditions, work in progress and location, equipment in use (types and quantity), size of work force, discussions of problems encountered and resolutions, hours worked per day, materials delivered, instruction given to contractors, principal visitors, etc. The reports will be delivered via BHITracker®.
- c. BHI CO will inspect the work of the contractor and provide written notification if unsatisfactory work is observed.
- d. BHI CO will meet with the contractor to review and agree on quantities installed on the project and will document via Construction Reports.

3. Construction Management Services

To provide a consistent documentation platform, we are proposing to use our BHITracker® software that can be used as a central location for all Material Submittals/Shop Drawings, Requests for Information (RFI), Design Revisions

(DR), Daily Field Reports, Field and Materials Test Reports, weekly meeting minutes, Change Orders and Pay Applications, Cost Proposals, etc. The web-based software is user friendly and can be accessed via username and password, will have email notifications allowing RFI and Material Submittal logs to be easily printed for use at weekly progress meetings.

- a. Conduct and attend weekly construction meetings virtually. Prepare agenda and send out meeting invitations to all attendees. Prepare and distribute meeting minutes as well as post to BHITracker®.
- b. BHI Project Manager (PM) will maintain an orderly transparent document platform via BHITracker®.
- c. BHI PM will meet with the contractor as necessary to review and comment on their construction schedule to confirm the project is on schedule.
- d. Process Requests for Information (RFI) and Design Revisions (DR) via BHITracker®.
- e. Our PM will meet with the construction contractor monthly to review unit price quantities and schedule of values (on lump sum items) and report quantities for Pay Application processing to the funding agency.
- f. BHI PM will meet with the construction contractor for field verification of proposed construction contractor Change Orders and report the information for Change Order processing. All change Orders will follow the pre-approval process per NMDOT requirements.
- g. BHI PM will facilitate project oversight audit, including assistance and providing access to the BHITracker®.
- h. BHI PM will review and process contractors certified Payroll, conduct contractor interviews, and coordinate with NMDOT to verify compliance.

4. Material (QA) Field and Laboratory Testing:

BHI will perform Quality Assurance (QA) field and laboratory testing of materials per contract documents. All personal testing will have NMDOT TTCP Certification as appropriate. It is assumed the contractor will provide Quality Control Testing ahead of the QA testing.

- a. Coordination with contractor to align Material Testing schedules.
- b. Conduct Field and Laboratory testing of the following, in accordance with Minimum Testing Requirements per the contract:
 - i. Soils
 - ii. Base Course
 - iii. Hot Hix Pavement
 - iv. Concrete

5. Project Close Out:

Attend Final inspections, document work that needs to be completed or reworked and issue a punch list to the contractor. BHI will follow up to ensure all items are completed upon final completion. BHI will compile and submit a close out package to the Village of Ruidoso with all documentation generated during construction including Field and Materials Test Reports, Weekly Field observation Reports, and other relevant documentation.

Exclusions/Assumptions

1. Excludes field survey for As-built/Record Drawings.
2. Excludes Construction Staking and Surveys.
3. Excludes Independent Assurance Testing,
4. Excludes contractor Process Quality Control.
5. Excludes Archeological and/or Cultural Monitoring and Mitigation.
6. Assumes 70 Working Days (15 weeks) construction duration.
7. Assumes full-time Construction Observation includes travel to and from BHI offices.
8. Excludes anything not specifically mentioned in the scope of work above.
9. Excludes Construction Observation and Material Tests on PW 181.

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. New Mexico Gross Receipts Tax will be added to all invoices.

If additional time is added to the construction schedule due to unforeseen delays, we reserve the right to negotiate our fee based on our Fee Schedule. If the delays are contractor-related and Liquidated Damages are assessed, it is assumed the Liquidated Damages will be allocated by the Village of Ruidoso to cover Construction Management and Inspection for the approved added time.

FEE ESTIMATE FOR CONSTRUCTION MANAGEMENT SERVICES, INCLUDING MATERIALS TESTING										
Name of Project: Restoration & Improvements Package 01 (PW #9 & #21)			Date of Fee Est.: 8/20/2020			Prepared By: AD				
Owner: Village of Ruidoso			Duration: 15 Weeks			70 Working Days				
Prepared by Bohannon Huston, Inc.										
Task / Activity	Engineer 7	Engineer 6 (PM)	Construction Observer 5	Construction Observer 3	Admin Professional 6	Project Administrator 2	Fixed Cost	Per-Hrs.	Task Sub-Totals	
									ENGR (Within Village of Ruidoso)	Effort (@ABQ HQ)
Task No. 1A: Upper Canyon Roads PW #9 Preconstruction Startup										
Project Tracker and Construction Reports setup		1			2	1		4		\$ 617.00
Review of Plans, Contract Book and Specifications		1	2	2				5		\$ 770.00
Project Work Plan		1	2	1				4		\$ 657.00
Internal Project Kickoff Meeting	1	1	1	1	1	1		6		\$ 1,028.00
Assist in preparing NOI for Ruidoso	2	1						3		\$ 784.00
Prepare pre-construction Conference agenda send to Ruidoso for review		2			1	1		4		\$ 742.00
Pre-construction Meeting at Owners Office	2	2	2	2	2	1		11	\$ 1,933.00	
Prepare pre-construction Conference Meeting Minutes		1						3		\$ 494.00
Subtotal:	5	10	7	6	8	4		40	\$ 1,933.00	\$ 7,035.00
Task Total:									\$ 1,933.00	\$ 8,969.00
Task No. 1B: Upper Canyon Culverts PW #21 Preconstruction Startup										
Project Tracker and Construction Reports setup		1			1	1		3		\$ 370.00
Review of Plans, Contract Book and Specifications		1	2	2				5		\$ 770.00
Project Work Plan		1	2	1				4		\$ 657.00
Internal Project Kickoff Meeting	1	1	1	1	1	1		6		\$ 1,028.00
Assist in preparing NOI for Ruidoso	2	1						3		\$ 784.00
Prepare pre-construction Conference agenda send to Ruidoso for review		2			1	1		4		\$ 742.00
Pre-construction Meeting at Owners Office	2	2	2	2	2	2		12	\$ 2,056.00	
Prepare pre-construction Conference Meeting Minutes		1						3		\$ 494.00
Subtotal:	5	10	7	6	7	5		40	\$ 2,056.00	\$ 4,855.00
Task Total:									\$ 2,056.00	\$ 6,911.00
Task No. 2A: Upper Canyon Roads PW #9 Construction Observation										
Project Observation 5 hours per day. Includes Daily Observation Reports, In-field materials testing, Track Quantities for Pay Applications, Conduct Labor Interviews, Enforce BABA requirements and control of materials, Attend Weekly Progress Meetings			413	248				660	\$ 89,017.50	
Subtotal:			413	248				660	\$ 89,018.00	\$ -
Task Total:										\$ 89,018.00
Task No. 2B: Upper Canyon Culverts PW #21 Construction Observation										
Project Observation 3 hours per day. Includes Daily Observation Reports, In-field Materials Testing, Track Quantities for Pay Applications, Conduct Labor Interviews, Enforce BABA requirements and control of materials, Attend Weekly Progress Meetings			225	149				374	\$ 50,080.50	
Subtotal:			225	149				374	\$ 50,081.00	\$ -
Task Total:										\$ 60,081.00
Task No. 3A: Upper Canyon Roads PW #9 Construction Management Services										
Project Management 3.5 hours per week		53						53		\$ 13,020.00
Documentation Review & BHT Tracker Management		4						4		\$ 930.00
Review of Weekly Field Reports		4						4		\$ 930.00
Project Site Visit	3	11						15	\$ 3,609.00	
Review and coordination of Submittals		4						4		\$ 930.00
Review and coordination of RFIs		4						4		\$ 930.00
Review and coordination of Subcontracts		2						2		\$ 465.00
Enforce BABA requirements. Review and approve Certificate(s) of Compliance		4						4		\$ 930.00
Process Contractor's Pay Applications	1	2			4	6		13		\$ 2,030.25
Prepare Progress Meeting Agenda and Meeting Minutes		3			11			15		\$ 2,127.75
Conduct Construction Weekly Progress Meetings	4	8				8		19		\$ 3,806.25
Subtotal:	8	97			15	14		137	\$ 3,609.00	\$ 26,100.00
Task Total:									\$ 3,609.00	\$ 29,709.00
Task No. 3B: Upper Canyon Culverts PW #21 Construction Management Services										
Project Management 3.5 hours per week		53						53		\$ 13,020.00
Documentation Review & BHT Tracker Management		4						4		\$ 930.00
Review of Weekly Field Reports		4						4		\$ 930.00
Project Site Visit	3	11						15	\$ 3,609.00	
Review and coordination of Submittals		2						2		\$ 465.00
Review and coordination of RFIs		4						4		\$ 930.00
Review and coordination of Subcontracts		2						2		\$ 465.00
Enforce BABA requirements. Review and approve Certificate(s) of Compliance		4						4		\$ 930.00
Process Contractor's Pay Applications	1	2			4	6		13		\$ 2,030.25
Prepare Progress Meeting Agenda and Meeting Minutes		3			11			15		\$ 2,127.75
Conduct Construction Weekly Progress Meetings	4	8				8		19		\$ 3,806.25
Subtotal:	8	95			15	14		135	\$ 3,609.00	\$ 25,835.00
Task Total:									\$ 3,609.00	\$ 29,244.00
Task 4A: Upper Canyon Roads PW #9 Acceptance Material Testing										
Includes Field Testing by CO & Lab Testing							\$ 10,000.00		\$ 10,000.00	\$ 5,000.00
Subtotal:							\$ 10,000.00		\$ 10,000.00	\$ 5,000.00
Task Total:									\$ 10,000.00	\$ 18,000.00
Task 4B: Upper Canyon Culverts PW #21 Acceptance Material Testing										
Includes Field Testing by CO & Lab Testing							\$ 3,000.00		\$ 3,000.00	\$ 2,000.00
Subtotal:							\$ 3,000.00		\$ 3,000.00	\$ 2,000.00
Task Total:									\$ 3,000.00	\$ 5,000.00
Task 5A: Upper Canyon Roads PW #9 Construction Close Out										
Conduct Final Inspections and follow-up on Punch List completion	1	2						3		\$ 769.00
Assist Ruidoso with documentation/certifications required by funding agreement		2			2	2		6		\$ 988.00
Final Adjusting Change Order and Pay Application	1	1			2	1		5		\$ 860.00
Assemble close out package and submit to the Village of Ruidoso		2			1	2		5		\$ 865.00
Subtotal:	2	7			5	5		19	\$ 769.00	\$ 2,743.00
Task Total:										\$ 3,512.00
Task 5B: Upper Canyon Roads PW #21 Construction Close Out										
Conduct Final Inspections and follow-up on Punch List completion	1	2						3		\$ 769.00
Assist Ruidoso with documentation/certifications required by funding agreement		2			2	2		6		\$ 988.00
Final Adjusting Change Order and Pay Application	1	1			1	1		4		\$ 867.00
Assemble close out package and submit to the Village of Ruidoso		2			2	2		6		\$ 988.00
Subtotal:	2	7			5	5		19	\$ 769.00	\$ 2,743.00
Task Total:										\$ 3,512.00
SUB TOTAL:	30	226	652	408	55	46			\$ 164,844.00	\$ 76,111.00
HOURLY RATE:	\$273.00	\$248.00	\$148.00	\$113.00	\$123.00	\$123.00				
OTHER DIRECT COSTS:										
Cost of reproduction, printing, etc.:										
CO Travel Time:			LS (EST)	\$150.00	3.75 per month est.				\$ 562.50	
MT Travel Time:			LS (EST)	\$148.00	15 total trips	60 hours			\$ 8,880.00	
PM Travel Time Weekly:			LS (EST)	\$113.00	15 total trips	60 hours			\$ 6,780.00	
Mileage CO, MT and PM:			LS (EST)	\$248.00	15 total trips	37.5 hours			\$ 9,300.00	
CO & MT Daily Commute			LS (EST)	200	\$0.73 per mile	9000 miles			\$ 6,570.00	
CO & MT Per Diem:			LS (EST)	30	\$0.73 per mile	4200 miles			\$ 3,066.00	
PM Per Diem:				15	\$1,240.00 per week				\$ 18,600.00	
				15	\$280.00 per week				\$ 4,200.00	
SUB-TOTAL, OTHER DIRECT COSTS:									\$ 57,668.50	
SUB-TOTAL, PW #9:									\$ 105,329.00	\$ 40,878.00
SUB-TOTAL, PW #21:									\$ 59,515.00	\$ 35,233.00
Total Labor & Expense									\$ 222,803.00	\$ 76,111.00
NMGRY, Ruidoso, 8.190% or ABQ, 7.6250%									\$ 18,247.57	\$ 5,803.48
Total Project Costs									\$ 322,955.03	

FEE ESTIMATE FOR CONSTRUCTION MANAGEMENT SERVICES, INCLUDING MATERIALS TESTING										
Name of Project: Restoration & Improvements Package 01 (PW # 163)			Date of Fee Est.: 8/20/2026							
Owner: Village of Ruidoso			Prepared By: AD							
Prepared by Bohannon Huston, Inc.			Duration: 15 Weeks							
			70		Working Days					
Task / Activity	Engineer 7	Engineer 6 (PM)	Construction Observer 5	Admin Professional 6	Project Administrator 2	Fixed Cost	Per-Hrs.	Task Sub-Totals		
								Effort (within Village of Ruidoso)	Effort	
Task No. 1C: Perk Canyon Roads & Culverts P/W #163 Preconstruction Startup										
Project Tracker and Construction Reports setup		1		2	6		9		\$	1,232.00
Review of Plans, Contract Book and Specifications		3	8				11		\$	1,928.00
Project Work Plan		2	3				5		\$	940.00
Internal Project Kickoff Meeting	1	2	1	1	2		7		\$	1,286.00
Assist in preparing NOI for Ruidoso	2	1					3		\$	794.00
Prepare pre-construction Conference agenda send to Ruidoso for review		2		1	3		6		\$	988.00
Pre-construction Meeting at Owners Office	2	2	2	2	2		10	\$	1,830.00	
Prepare pre-construction Conference Meeting Minutes		1		2	2		5		\$	740.00
Subtotal:	5	14	14	8	15		56	\$	1,830.00	\$ 7,908.00
Task Total:										\$ 9,738.00
Task No. 2C: Perk Canyon Roads & Culverts P/W #163 Construction Observation										
Project Observation 8 hours per day. Includes Daily Observation Reports, In-Field Materials Testing, Track Quantities for Pay Applications, Conduct Labor Interviews, Enforce BABA requirements and control of materials, Attend Weekly Progress Meetings.			660				660	\$	97,680.00	
Subtotal:			660				660	\$	97,680.00	\$ -
Task Total:										\$ 97,680.00
Task No. 3C: Perk Canyon Roads & Culverts P/W #163 Construction Management Services										
Project Management 5 hours per week		75								
Documentation Review & BHI/Tracker Management		4					75		\$	18,600.00
Review of Weekly Field Reports		4					4		\$	930.00
Project Site Visit	3	11					4		\$	930.00
Review and coordination of Submittals		4					15	\$	3,609.00	
Review and coordination of RFIs		4					4		\$	930.00
Review and coordination of Subcontracts		4					4		\$	930.00
Enforce BABA requirements. Review and approve Certificate(s) of Compliance		2					2		\$	465.00
Process Contractor's Pay Applications		4					4		\$	930.00
Prepare Progress Meeting Agenda and Meeting Minutes	1	2		4	6		13		\$	2,030.25
Conduct Construction Weekly Progress Meetings		3					15		\$	2,127.75
	4	8		11	8		19		\$	3,806.25
Subtotal:	8	120		15	14		159	\$	3,609.00	\$ 31,680.00
Task Total:										\$ 35,289.00
Task 4C: Perk Canyon Roads & Culverts P/W #163 Acceptance Material Testing										
Includes Field Testing by CO & Lab Testing						\$ 20,000.00		\$	20,000.00	\$ 10,000.00
Subtotal:								\$	20,000.00	\$ 10,000.00
Task Total:										\$ 30,000.00
Task 5C: Perk Canyon Roads & Culverts P/W # 163 Construction Close Out										
Conduct Final Inspections and follow-up on Punch List completion.	1	2					3	\$	769.00	
Assist Ruidoso with documentation/certifications required by funding agreement.		2		2	2		6		\$	963.00
Final Adjusting Change Order and Pay Application	1	1		2	1		5		\$	890.00
Assemble close out package and submit to the Village of Ruidoso		2		1	2		5		\$	865.00
Subtotal:	2	7		5	5		19	\$	769.00	\$ 2,743.00
Task Total:										\$ 3,512.00
SUB TOTAL: 15 141 674 28 34										
HOURLY RATE: \$273.00 \$248.00 \$148.00 \$123.00 \$123.00 \$ 123,888.00 \$ 52,331.00										
OTHER DIRECT COSTS:										
Cost of reproduction, printing, etc.:										
CO Travel Time:	LS (EST)		\$150.00			per month est.		\$	600.00	
PM Travel Time Weekly:	LS (EST)		\$148.00	15	total trips	60	hours	\$	8,880.00	
Mileage CO, MT and PM:	LS (EST)		\$248.00	15	total trips	37.5	hours	\$	9,300.00	
CO Daily Commute	LS (EST)	200	\$0.73		per mile	9000	miles	\$	6,570.00	
CO Per Diem	LS (EST)	30	\$0.73		per mile	2100	miles	\$	1,533.00	
		15	\$1,240.00		per week			\$	18,600.00	
SUB-TOTAL, OTHER DIRECT COSTS: \$ 45,483.00										
SUB-TOTAL, PW #163 \$ 123,888.00 \$ 52,331.00										
Total Labor & Expense \$ 169,371.00 \$ 52,331.00										
NMGR, Ruidoso, 8.190% or ABQ, 7.6250% \$ 10,146.43 \$ 3,990.24										
Total Project Costs \$235,838.67										

FEE ESTIMATE FOR CONSTRUCTION MANAGEMENT SERVICES, INCLUDING MATERIALS TESTING									
Name of Project: Restoration & Improvements Package 01 (PW # 181)				Date of Fee Est.: 8/20/2026					
Owner: Village of Ruidoso				Prepared By: AD					
Prepared by Bohannon Huston, Inc.				Duration: 15 Weeks		Working Days			
				70					
Task / Activity	Engineer 7	Engineer 6 (PM)	Construction Observer 5	Admin Professional 6	Project Administrator 2	Fixed Cost	Per-Hrs.	Task Sub-Totals	
								Effort (within Village of Ruidoso)	Effort
Task No. 1D: Perk Canyon Waterline P/W # 181 Preconstruction Startup									
Project Tracker and Construction Reports setup		1		2	6		9		\$ 1,232.00
Review of Plans, Contract Book and Specifications		3					3		\$ 744.00
Project Work Plan		2					2		\$ 496.00
Internal Project Kickoff Meeting	1	2		1	2		6		\$ 1,138.00
Assist in preparing NOI for Ruidoso	2	1					3		\$ 794.00
Prepare pre-construction Conference agenda send to Ruidoso for review		2		1	3		6		\$ 988.00
Pre-construction Meeting at Owners Office	2	2		2	2		8	\$ 1,534.00	
Prepare pre-construction Conference Meeting Minutes		1		2	2		5		\$ 740.00
Subtotal:	5	14		8	15		42	\$ 1,534.00	\$ 6,132.00
Task Total:									\$ 7,666.00
Task No. 2D: Perk Canyon Waterline P/W # 181 Construction Management Services									
Project Management 4 hours per week		60					60		\$ 14,880.00
Documentation Coordination & BHI Tracker Management		4					4		\$ 930.00
Coordination of Weekly Field Reports		4					4		\$ 930.00
Coordination of Submittals		4					4		\$ 930.00
Coordination of RFIs		4					4		\$ 930.00
Coordination of Subcontracts		2					2		\$ 465.00
Enforce BABA requirements. Review and approve Certificate(s) of Compliance		4					4		\$ 930.00
Process Contractor's Pay Applications	1	2		4	6		13		\$ 2,030.25
Prepare Progress Meeting Agenda and Meeting Minutes		3		11			15		\$ 2,127.75
Conduct Construction Weekly Progress Meetings	4	8			8		19		\$ 3,806.25
Subtotal:	8	105		15	14		144	\$ -	\$ 27,960.00
Task Total:									\$ 27,960.00
Task 3D: Perk Canyon Waterline P/W # 181 Construction Close Out									
Conduct Final Inspections and follow-up on Punch List completion	1	2					3		\$ 769.00
Assist Ruidoso with documentation/certifications required by funding agreement		2		2	2		6		\$ 985.00
Final Adjusting Change Order and Pay Application	1	1		2	1		5		\$ 890.00
Assemble close out package and submit to the Village of Ruidoso		2		1	2		5		\$ 865.00
Subtotal:	2	7		5	5		19	\$ -	\$ 3,512.00
Task Total:									\$ 3,512.00
SUB TOTAL:									
	15	126		28	34			\$ 1,534.00	\$ 57,604.00
HOURLY RATE:									
	\$273.00	\$248.00	\$148.00	\$123.00	\$123.00				
SUB-TOTAL P/W # 181								\$ 1,534.00	\$ 37,604.00
Total Labor & Expense								\$ 1,534.00	\$ 37,604.00
NMGT, Ruidoso, 8.190% or ABQ, 7.6250%								\$ 125.63	\$ 2,867.31
Total Project Costs									\$42,130.94

EXHIBIT D

BOHANNAN HUSTON, INC. FEE SCHEDULE HOURLY RATES September 27, 2025

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$128	\$143	\$168	\$188	\$213	\$248	\$273
SURVEYOR	\$128	\$143	\$168	\$188	\$213	\$248	\$273
TECHNICAL MANAGER Project Manager, Data Scientist, Construction, IT	\$128	\$143	\$168	\$188	\$213	\$248	\$273
PLANNER Community, Transportation	\$113	\$123	\$148	\$168	\$188	\$218	\$273
DESIGNER Civil, Structural, Mechanical, Electrical, Survey, Geospatial	\$108	\$118	\$143	\$153	\$173	\$193	\$213
PROJECT ADMINISTRATOR	\$103	\$123	\$148	\$168	\$188	\$213	\$233
CONSTRUCTION OBSERVER	\$98	\$103	\$113	\$118	\$133	\$148	\$188
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, GIS Tech, Graphics Specialist	\$88	\$93	\$113	\$118	\$133	\$143	\$158
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$73	\$83	\$98	\$108	\$118	\$143	\$163
ADMINISTRATIVE PROFESSIONAL	\$73	\$83	\$98	\$108	\$118	\$123	\$138

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem - Field personnel in accordance with the latest GSA Schedule based on location of service

Travel - Office/Professional staff travel costs (Air, car, meals and lodging) will be billed at cost

Survey Equipment Charge - \$33.00/Hour

Survey Material Charge - \$7.00/Hour

GIS Equipment Charge - \$25.00/Hour

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

Web/Data hosting fee \$ 1,295.00 per month

Web/Data hosting Setup \$ 5,000.00 per site

Bohannon  Huston

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Task Order RFP#2026-012P-J&H-01 with J&H Services, Inc. for the Replacement of Five (5) Fire Hydrant Assemblies with Valves In the Amount of \$83,845.31 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP#2026-012P-J&H-01 with J&H Services, Inc. for the Replacement of Five (5) Fire Hydrant Assemblies with Valves In the Amount of \$83,845.31 Including NMGRT.

Financial Impact:

The Task Order will be paid from Leg Appropriation 25-J2490-3 for \$932,000.00. This grant is located in the 218-220-53006 expense line.

Item Discussion:

J&H Services, Inc. will be replacing five (5) fire hydrants with necessary valves in the Upper Canyon area. This Task Order is a part of the On-Call Utility Work RFP.

Recommendations:

To Approve Task Order RFP#2026-012P-J&H-01 with J&H Services, Inc. for the Replacement of Five (5) Fire Hydrant Assemblies with Valves In the Amount of \$83,845.31 Including NMGRT.

ATTACHMENTS:

[RFP #2026-012P-J&H-01.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
J&H Services, Inc.
FY2026**

1. **Task Order Number:** RFP #2026-012P-J&H-01
2. **Title:** Fire Hydrant Replacement
3. **Project Number:** N/A
4. **Location:** Ruidoso
5. **Scope of Services Required:** Replacement of Five (5) Fire Hydrant Assembly with Valves
6. **Village Contact:** Levi Beaty
7. **Firm Contact:** _____
8. **Estimated Performance Time:** 1 Month
9. **Estimated Cost:** \$83,845.31 including NMGR
10. **Attachments:** Proposal
11. **The parties hereto executed the original Task Order on:** August 24, 2026

Village of Ruidoso

J&H Services, Inc.

Lynn D. Crawford, Mayor

Date: _____

Date: _____

ATTEST:

Yvonne Vigil, Village Clerk

ESTIMATE

J & H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87107-2234

office@jhservicesinc.com
+1 (505) 896-9428
www.jhservicesinc.com



Bill to
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Estimate details

Job Name: Misc Fire Hydrant Replacement

Estimate no.: 50897
Estimate date: 08/13/2026
Expiration date: 09/13/2026

#	Service Date	Activity	Description	Qty	Rate	Amount
RFP 2026-012P On-Call Utility Work						
1.		1000 Construction Miscellaneous	Fire Hydrant Assembly with Valve; 5 ea	5	\$14,000.00	\$70,000.00
2.		13 Traffic Control	Traffic Control; 1 day	1	\$2,500.00	\$2,500.00
3.		10 Mobilization	Mobilization for Fire Hydrants; 1 ls	1	\$5,000.00	\$5,000.00
4.		Exclusions	Bond Fee (if required), Bollards, Hazardous material removal, surveying, layout, testing, dewatering, rock excavation, site security, silt fences & straw bails, rock entry/exit mats, work resulting from changed or unknown site conditions, and anything not included in this estimate. Also excluded are all permits and fees and as-built drawings. NOTE: Above is an estimate only; final payment to be based off field measurements			
Subtotal						\$77,500.00
Sales tax						\$6,345.31
Total						\$83,845.31
Expiry date						09/13/2026

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Amendment No. 1 to Task Order RFP#2024-004P-09 with Souder, Miller & Associates for Professional Engineering Services for Ruidoso Wingfield 2 Water System Improvements to Include Construction Administration, Construction Observation, and Closeout Services In the Amount of \$135,135.92 Including NMGRT.

Item Summary:

Discussion and Possible Action on Amendment No. 1 to Task Order RFP#2024-004P-09 with Souder, Miller & Associates for Professional Engineering Services for Ruidoso Wingfield 2 Water System Improvements to Include Construction Administration, Construction Observation, and Closeout Services In the Amount of \$135,135.92 Including NMGRT.

Financial Impact:

This Project is Budgeted in SGRT's Capital Outlay Projects/Construction Line Item (202-211-53006 Project #SG26004) in the Amount of \$135,135.92 Including NMGRT.

Item Discussion:

Souder, Miller & Associates (SMA) will provide Construction Administration and Construction Observation Services to the Village of Ruidoso (Owner) for the installation of 5,220 linear feet of 6-inch waterline including appurtenances and associated roadway.

Recommendations:

To Approve Amendment No. 1 to Task Order RFP#2024-004P-09 with Souder, Miller & Associates for Professional Engineering Services for Ruidoso Wingfield 2 Water System Improvements to Include Construction Administration, Construction Observation, and Closeout Services In the Amount of \$135,135.92 Including NMGRT.

ATTACHMENTS:

[RFP #2024-004P-09_Amendment 1 \(003\).pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
SOUDER, MILLER & ASSOCIATES
FY2027**

1. **Task Order Number:** RFP #2024-004P-09 Amendment 1
2. **Title:** Ruidoso Wingfield 2 Water System Improvements
3. **Project Number:** 6334564
4. **Location:** Grindstone Canyon
5. **Scope of Services Required:** See attached proposal
6. **Village Contact:** Levi Beaty
Firm Contact: Marty Howell
7. **Estimated Performance Time:** 6 months
8. **Estimated Cost:** \$135,135.92 including NMGRT
9. **Attachments:** Proposal
10. **The parties hereto executed the original Task Order on:** 07/08/2025

Village of Ruidoso

Lynn D Crawford, Mayor

Date: _____

Souder, Miller, & Associates



Marty Howell, President

Date: August 20, 2026

ATTEST:

Yvonne Vigil, Village Clerk

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Construction and Construction Observation Services to the Village of Ruidoso (Owner) for the installation of 5,220 linear feet of 6-inch waterline including appurtenances and associated roadway. SMA proposes to complete the following scope of work.

Construction Phase Services

1. **Conform Contract Documents:** Once the Owner and Agencies have approved the recommendation of award, SMA will prepare the Notice of Award for execution by the Owner and the Contractor. SMA will also prepare the contract documents for execution. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by the Funding Agencies. SMA will distribute the fully executed copies to the Owner, the Contractor the Funding Agencies, and will keep one original.
2. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.
3. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specifications. SMA will create and maintain a log of all submittals and shop drawings.
4. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
5. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
6. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, SMA will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical

Exhibit B
Construction Phase and Construction Observation Services
Scope of Services

specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. These visits will coincide with the progress meetings. The fee is based on making one site visit per month for the 90 calendar day construction project duration and preparing a site visit record for the Owner via email.

7. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 90 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
8. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
9. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
10. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) substantial completion acceptance meetings, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up final completion meeting after Contractor indicates that the "punchlist" has been completed and make a recommendation to the Owner regarding project acceptance.
11. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction, and coordinate completion of the closeout documents required by the NMED listed below:
 - a. Certification of Substantial Completion
 - b. Engineer & Community Acceptance
 - c. Record Drawings & O&M Manuals Acceptance
 - d. Consent of Surety to Final Payment
 - e. Affidavit of Payment and Release of Liens
 - f. Labor Standards Certification
12. **Maintain Records:** SMA will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction in digital PDF format.
13. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided by the Contractor. **SMA will submit two sets of record drawings to the Owner in printed format,**

one additional set will be submitted in digital (AutoCAD) format and the Owner's GIS database will be updated to include this project record data to the Owner upon completion.

14. **Preparation of Operation and Maintenance (O&M) Manual:** SMA will prepare an O&M Manual to include operation and maintenance information provided by the manufacturer of manufactured goods installed on the project.
15. **Warranty Meeting:** SMA will schedule and arrange a warranty meetings 11 months after the substantial completion dates to make recommendations to the Owner regarding corrections covered by the Contractor's warranty that need to be completed. SMA will complete one (1) warranty meeting, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up meeting after Contractor indicates that the "punchlist" has been completed.

Construction Observation Services

16. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on a construction duration of 90 calendar days and completing 2 inspections per week that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. SMA will coordinate with the Contractor to attempt to minimize the number of site visits and provide site visits when they are most beneficial. Please note that SMA is unable to observe errors or deficiencies while SMA personnel are not on site. during progression of construction. The fee for this work was based on a construction duration of 90 calendar days to substantial completion, the fee does not include observation coverage for the period between substantial completion and final completion. The fee for Construction Observation Services is based on 5 hours on-site per day, 4 hours of travel each day, 1 hours for report preparation, a daily per diem of \$60, and a daily mileage reimbursement of 230 miles at \$0.70/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
Construction Phase Services	420 days from the construction Notice to Proceed
Construction Observation Services	120 days from the construction Notice to Proceed

Exhibit B
Construction Phase and Construction Observation Services
Scope of Services

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Construction Phase Services	\$ 56,874.00
Closeout Services	\$ 26,570.00
Construction Observation Services	\$ 41,465.00
Total	\$ 124,909.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
2. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: VoR Wingfield 2 Amendment No. 1
Project Number: 6334564
Owner: Village of Ruidoso
Date of Submittal: August 13, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Construction Administration	\$56,874.00	\$4,656.56	\$61,530.56
Closeout	\$26,570.00	\$2,175.42	\$28,745.42
Construction Observation	\$41,465.00	\$3,394.95	\$44,859.95
TOTALS	\$124,909.00	\$10,226.92	\$135,135.92

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VoR Wingfield 2 Amendment No. 1
Project Number: 6334564
Owner: Village of Ruidoso
Date of Submittal: August 13, 2026
Tax Rate on Services: 8.1875%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv III	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech IV	Construc. Observer IV	Project Fin./Mgr. Asst. II	Vehicle	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 205	\$ 145	\$ 135	\$ 120	\$ 130	\$ 100	\$ 60	\$ 0.76	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	\$	\$	\$
Task															
Construction Administration															
Invoicing	4	5	5	5			10						\$ 4,425	\$ -	\$ 4,425
Conform Contract Documents		7	10	20									\$ 5,585	\$ -	\$ 5,585
Preparation and Pre-construction Conference		6	6					1	230	30			\$ 2,365	\$ -	\$ 2,365
Submittal and Shop Drawing Review	1	6	12	20									\$ 5,920	\$ -	\$ 5,920
Respond to Requests for Information	2	8	12	24									\$ 7,120	\$ -	\$ 7,120
Site Visits (3 site visits)			24	24				3	690				\$ 7,424	\$ -	\$ 7,424
Preparation and Progress Meetings (4 meetings)		4	8	8									\$ 3,060	\$ -	\$ 3,060
Preparation of Periodic Pay Requests (4 months)		5	14	18									\$ 5,485	\$ -	\$ 5,485
Bi-Weekly Project Meeting	2	3	3	2									\$ 1,820	\$ -	\$ 1,820
Bi-weekly CIP Meeting	3	3	2	2									\$ 1,925	\$ -	\$ 1,925
Preparation of Contract Change Orders	2	8	12	24									\$ 7,120	\$ -	\$ 7,120
Complete Acceptance Meeting			8	8		8		1	230				\$ 3,515	\$ -	\$ 3,515
Maintain Records			3	5									\$ 1,110	\$ -	\$ 1,110
Subtotal Hours:	14	55	119	160		8	10	5	1150	30			\$ 56,874	\$ -	\$ 56,874
	\$ 3,500	\$ 11,275	\$ 17,255	\$ 21,600	\$ -	\$ 1,040	\$ 1,000	\$ 300	\$ 874	\$ 30	\$ -	\$ -	\$ 56,874		
Closeout															
Invoicing	2	2	2	2			4						\$ 1,870	\$ -	\$ 1,870
Preparation of Close-out Documents		3	4	8									\$ 2,275	\$ -	\$ 2,275
Preparation of Record Drawings	8	6	8	20	50								\$ 13,090	\$ -	\$ 13,090
Preparation of Operation and Maintenance (O&M) Manual	4	6	8	18									\$ 5,820	\$ -	\$ 5,820
Warranty Meeting			8	8		8		1	230				\$ 3,515	\$ -	\$ 3,515
Subtotal Hours:	14	17	30	56	50	8	4	1	230				\$ 26,570	\$ -	\$ 26,570
Subtotal Cost:	\$ 3,500	\$ 3,485	\$ 4,350	\$ 7,560	\$ 6,000	\$ 1,040	\$ 400	\$ 60	\$ 175	\$ -	\$ -	\$ -	\$ 26,570		
Construction Observation															
Construction Observation						260		26	5980		26		\$ 41,465	\$ -	\$ 41,465
Number of Visits =26															
Hours per Visit = 10															
Subtotal Hours:						260		26	5980		26		\$ 41,465	\$ -	\$ 41,465
Subtotal Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,800	\$ -	\$ 1,560	\$ 4,545	\$ -	\$ 1,560	\$ -	\$ 41,465		

Total Cost of Construction Phase Services: \$ 124,909

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Task Order RFP#2026-002P-SMA-07 with Souder, Miller & Associates for Professional Engineering Services for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project to Install 100 Linear Feet of 20in Ductile Iron Bypass Pipeline In the Amount of \$192,038.22 Including NMGR.

Item Summary:

Discussion and Possible Action on Task Order RFP#2026-002P-SMA-07 with Souder, Miller & Associates for Professional Engineering Services for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project to Install 100 Linear Feet of 20in Ductile Iron Bypass Pipeline In the Amount of \$192,038.22 Including NMGR.

Financial Impact:

Funding is through the 300 (FEMA) Fund attached to PW 22. The Village will use line item 300-281-53006.

Item Discussion:

Souder, Miller & Associates (SMA) will provide Design, Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project. The work consists of approximately 100 linear feet of 20- inch ductile iron bypass pipeline, including a shutoff valve, connections, fittings, appurtenances, excavation, backfill, restoration, testing, startup, and commissioning. The bypass system will divert wastewater directly into the Equalization Basin during emergency or peak flow conditions. This is a FEMA project under PW #22.

Recommendations:

To Approve Task Order RFP#2026-002P-SMA-07 with Souder, Miller & Associates for Professional Engineering Services for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project to Install 100 Linear Feet of 20in Ductile Iron Bypass Pipeline In the Amount of \$192,038.22 Including NMGR.

ATTACHMENTS:

[RFP #2026-002P-SMA-07.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
SOUDER, MILLER, & ASSOCIATES
FY2027**

1. **Task Order Number:** RFP #2026-002P-SMA-07
2. **Title:** Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project
3. **Project Number:** 6335748
4. **Location:** Ruidoso
5. **Scope of Services Required:** See attached proposal
6. **Village Contact:** Levi Beaty
Firm Contact: Marty Howell
7. **Estimated Performance Time:** 12 months
8. **Estimated Cost:** \$192,038.22 including NMGR
9. **Attachments:** Proposal
10. **The parties hereto executed the original Task Order on:** _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

Souder, Miller, & Associates



Marty Howell, President

Date: August 20, 2026

ATTEST:

Yvonne Vigil, Village Clerk

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for the Regional Wastewater Treatment Plant Hazard Mitigation Bypass Pipeline Project. The work consists of approximately 100 linear feet of 20-inch ductile iron bypass pipeline, including a shutoff valve, connections, fittings, appurtenances, excavation, backfill, restoration, testing, startup, and commissioning. The bypass system will divert wastewater directly into the Equalization Basin during emergency or peak flow conditions. SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QAQC Plan
 - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold a kick-off meeting with the Owner to review the PMP, FEMA Project No. 962936 documentation, operational requirements, project schedule, and roles and responsibilities with the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update the PMP and project schedule as necessary, provide monthly progress reports, coordinate with Owner staff, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of approximately twenty-three (23) months, including design, bidding, construction, closeout, and warranty services.

Preliminary Design Phase Services

4. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
5. **Site Reconnaissance and Field Verification:** SMA will perform a site reconnaissance and coordinate with Owner staff to verify existing field conditions, existing piping elevations, valve and connection locations, access requirements, operational requirements, and constructability.

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
7. **Topographical Survey:** SMA will perform a topographical survey of the project area sufficient to establish horizontal and vertical control and document the existing conditions needed for design. This survey will identify visible surface features, existing piping and utility markings from the 811 design locate, valve locations, connection locations, and other features that may affect constructability.
8. **Hydraulic Analysis and Design Criteria:** SMA will review available operating information and perform engineering calculations necessary to establish design flows, pipe and valve sizing, and bypass system performance criteria. A system-wide hydraulic model is not included.
9. **Design of Bypass Pipeline:** SMA will prepare the design of approximately 100 linear feet of 20-inch ductile iron bypass pipeline. The design will address alignment, pipe material, excavation, backfill, access, utility conflicts, restoration, testing, startup, and commissioning.
10. **Design of Connections and Shutoff Valve:** SMA will prepare the design of the connections to the existing influent system and Equalization Basin and will size and detail the shutoff valve, fittings, restraints, and appurtenances required for a complete operational system.
11. **Bypass Sequencing and Operational Considerations:** SMA will coordinate with Owner staff and develop bypass sequencing and operational requirements intended to minimize interruption of wastewater treatment plant operations during construction and startup.
12. **Prepare Plans:** SMA will prepare 30%, 60%, and 90% design submittals. The plans are anticipated to include a Cover Sheet, General Notes, Legend, Existing Conditions, Demolition Plan, Site Plan, Pipeline Plan and Profile as applicable, Connection Details, Valve Details, Erosion Control, Standard Details, and other technical details required for construction.
13. **Design Memorandum:** SMA will prepare a design memorandum documenting the design criteria, hydraulic analysis, operational considerations, and principal design decisions.
14. **Engineer's Opinion of Probable Construction Cost (EOPCC):** SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources. The EOPCC will be updated with each design submittal.
15. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project and preparing an Invitation for Bids, Instructions to Bidders, Bid Forms, Bid Schedule, bid bond, performance bond and payment bond forms, General Conditions, Supplementary Conditions, Special Conditions, Measurement and Payment, testing requirements, and a complete set of technical specifications. SMA will incorporate applicable FEMA requirements, federal contract clauses, procurement language, and certifications provided by or approved by the Owner and funding agency.

Scope of Services

16. **FEMA Compliance Coordination:** SMA will review the design for consistency with the FEMA-approved Section 406 Hazard Mitigation Proposal and applicable FEMA Public Assistance requirements, the Public Assistance Program and Policy Guide, 2 CFR Part 200, Environmental and Historic Preservation requirements, and other applicable federal funding requirements. If field conditions require modifications to the approved mitigation, SMA will notify the Owner so a FEMA Scope Change Request may be initiated before the affected work proceeds.
17. **Submission to Owner and Agency:** SMA will submit the 30%, 60%, and 90% Construction Documents, Design Memorandum, and EOPCC to the Owner and applicable reviewing agencies. SMA intends to address the comments from the Owner and Agency at the same time.
18. **Design Review with Owner:** SMA will conduct design review meetings with the Owner's representative for the design submittals. The purpose of these meetings will be to identify issues with the alignment, connections, valve, bypass sequencing, operations, utilities, access, restoration, and constructability, and to ensure the proposed improvements are acceptable to the Owner.

Final Design Phase Services

19. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the 90% design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates and federal requirements as required by the Funding Agency.
20. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
21. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
22. **Production:** SMA will produce final PE-stamped and signed construction drawings, a Project Manual, technical specifications, bid documents, and a final EOPCC suitable for public bidding and construction. SMA will deliver electronic PDF copies and three (3) hardcopies of the final Construction Documents to the Owner.

Bid Phase Services

23. **Advertisement:** SMA will prepare the Advertisement for Bids and coordinate with the Owner for publication in accordance with applicable public procurement requirements. Publication costs are included in SMA's fee.
24. **Distribute Bid Documents:** SMA will make electronic copies of the Construction Documents available to interested Contractors during bidding and to local plan rooms. SMA will provide three (3) copies of the final design drawings, contract documents, and technical specifications to the Contractor to whom the project is awarded.
25. **Substitution Evaluation:** SMA will evaluate and determine the acceptability of 'or equals' and substitute materials and equipment proposed by bidders, provided that such proposals are allowed by the contract documents prior to award of contracts for the Work. SMA shall issue a bid addendum to allow approved 'or equals' and substitutes.
26. **Answer Questions During Bidding:** SMA will accept and answer questions and Requests for Information from Contractors during bidding.

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

27. **Prepare Addenda:** If any additional information needs to be included in the Construction Documents, SMA will prepare addenda and distribute these addenda to all interested Contractors, the Owner, and the Funding Agency.
28. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and address outstanding issues with the Construction Documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require fees for their use.
29. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline. SMA will attend the bid opening and assist the Owner during the procurement process.
30. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
31. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for award of the construction contract and assist Owner staff with contract execution.

Construction Phase Services

32. **Conform Contract Documents:** Once the Owner and Funding Agency have approved the recommendation of award, SMA will prepare the Notice of Award for execution by the Owner and Contractor. SMA will also prepare the contract documents for execution and distribute the fully executed copies to the Owner, Contractor, and Funding Agency.
33. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction-related issues with the Owner and Contractor. The cutoff for pay periods will be set, along with the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and Owner.
34. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the Contract Documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SMA will create and maintain a log of submittals and shop drawings.
35. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of RFIs. This may include issuing necessary clarifications and interpretations of the Contract Documents and technical specifications as appropriate. The fee is based on responding to two (2) RFIs.
36. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the Contract Documents and technical specifications.
37. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in general accordance with the Contract Documents and will keep the Owner informed of the progress of the work. These visits will

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

coincide with progress meetings where practical. The fee is based on three (3) site visits during the ninety (90) calendar day construction period.

38. **Progress Meetings:** SMA will establish, coordinate, and attend project meetings during construction. The fee is based on attending three (3) progress meetings and preparing agendas and meeting minutes.
39. **Preparation of Periodic Pay Requests:** SMA will review periodic pay requests for work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. The fee is based on three (3) pay requests.
40. **Preparation of Contract Change Orders:** SMA will recommend action on proposed contract changes, including review of proposed pricing. SMA will prepare formal change orders required for the project. The fee is based on one (1) change order.
41. **Review Acceptance Testing:** SMA will review testing, startup, and commissioning documentation and make recommendations to the Owner regarding acceptance or corrections needed.
42. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) substantial completion inspection, prepare and distribute a punch list outlining items to be addressed, and complete one (1) follow-up final completion inspection after the Contractor indicates that the punch list has been completed. SMA will make a recommendation to the Owner regarding project acceptance.
43. **Maintain Records:** SMA will maintain records of Contract Documents, change orders, RFIs, pay requests, construction observation reports, submittals, and design and construction documents during the construction period and will deliver one (1) digital PDF copy of the project records to the Owner at completion of construction. Records will be maintained consistent with applicable FEMA documentation requirements.

Closeout Phase Services

44. **Preparation of Close-out Documents:** At completion of the project, SMA will complete forms, provide direction, and coordinate completion of the project closeout documents required by the Owner and FEMA. Closeout support will include certification of substantial completion, final engineering certification, review of record drawings and O&M information, and other project completion documentation applicable to SMA's services.
45. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction based on project documentation provided by the Contractor and construction observation records. SMA will provide certified record drawings to the Owner in PDF format upon completion.
46. **Preparation of Operation and Maintenance (O&M) Manual:** SMA will prepare an O&M Manual to include operation and maintenance information provided by manufacturers of goods installed on the project and applicable bypass system operating information.

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

47. **Warranty Meeting:** SMA will schedule and arrange one (1) warranty meeting eleven (11) months after the substantial completion date to make recommendations to the Owner regarding corrections covered by the Contractor's warranty that need to be completed.

Construction Observation Services

48. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work is based on a construction duration of sixty (60) calendar days to substantial completion and thirty (30) calendar days between substantial completion and final completion, with one (1) observation visit per week for a total of thirteen (13) visits. Each visit is based on ten (10) hours, including approximately five and one-half (5.5) hours on site, four (4) hours of travel, and one-half (0.5) hour for report preparation. The work will include coordination of the construction schedule with the Contractor, preparation of construction observation reports, and observation of the quality of work for general conformance with the Construction Documents. SMA will coordinate with the Contractor to attempt to provide site visits when they are most beneficial. SMA is unable to observe errors or deficiencies while SMA personnel are not on site.

Schedule

SMA proposes to complete the above scope of services according to the following schedule. The schedule is dependent on timely receipt of Owner information, review comments, agency approvals, and procurement actions.

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	21 days from contract execution
Preliminary Design Phase Services	120 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agency and Owner comments
Bid Phase Services	60 days from the receipt of Agency approval and Owner authorization to Bid
Construction Phase Services	90 days from the construction Notice to Proceed
Closeout Phase Services	335 days from the construction Substantial Completion

SMA will identify long-lead procurement items during design and will notify the Owner of items that may affect project delivery. Review periods, FEMA scope change review, procurement, and Contractor performance are beyond SMA's control and may justify a time extension.

Compensation

The budgets shown below include New Mexico Gross Receipts Tax (NMGR) at the time of scoping. NMGR will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued monthly reflecting the percentage of each task completed to date.

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

Tasks	Subtotal	NMGRT	Total
Field Survey and Mapping	\$5,652.00	\$462.76	\$6,114.76
Preliminary Design	\$60,427.00	\$4,947.46	\$65,374.46
Final Design	\$18,887.00	\$1,546.37	\$20,433.37
Bid Administration	\$21,592.00	\$1,767.85	\$23,359.85
Construction Administration	\$35,157.00	\$2,878.48	\$38,035.48
Closeout	\$15,942.00	\$1,305.25	\$17,247.25
Construction Observation	\$19,848.00	\$1,625.06	\$21,473.06
TOTALS	\$177,505.00	\$14,533.22	\$192,038.22

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that all work will be completed within property or right-of-way controlled by the Owner and that no easement acquisition, title search, boundary survey, or right-of-way permit is required.
3. SMA assumes the Owner will provide access to available record drawings, FEMA project documentation, existing operating data, and wastewater treatment plant facilities needed for the services.
4. SMA assumes that the Owner knows the location of its existing utilities and can mark the locations within allowable 811 tolerances. Physical utility location by potholing is not included.
5. SMA assumes that a geotechnical investigation and special structural, electrical, or mechanical subconsultant design services are not required. If unforeseen conditions require these services, SMA will notify the Owner and negotiate an additional scope and fee.
6. SMA assumes that the final pipeline placement and configuration can remain consistent with the FEMA-approved Hazard Mitigation Proposal. Any effort associated with material changes or a FEMA Scope Change Request beyond notification and coordination described herein will require an additional scope and fee.
7. SMA assumes the Owner or its grant administrator will provide funding-agency forms, required federal contract clauses, certifications, and other procurement language that is not included in SMA's standard EJCDC documents.
8. SMA assumes that the bid opening, pre-bid conference, preconstruction conference, and progress meetings can be held at Owner facilities or other facilities that do not require fees for their use. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no

Exhibit A

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Village of Ruidoso WWTP Hazard Mitigation Bypass Line
Project Number: 6335748
Owner: Village of Ruidoso
Date of Submittal: August 14, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$5,652.00	\$462.76	\$6,114.76
Preliminary Design	\$60,427.00	\$4,947.46	\$65,374.46
Final Design	\$18,887.00	\$1,546.37	\$20,433.37
Bid Administration	\$21,592.00	\$1,767.85	\$23,359.85
Construction Administration	\$35,157.00	\$2,878.48	\$38,035.48
Closeout	\$15,942.00	\$1,305.25	\$17,247.25
Construction Observation	\$19,848.00	\$1,625.06	\$21,473.06
TOTALS	\$177,505.00	\$14,533.22	\$192,038.22

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description:	Village of Ruidoso WWTP Hazard Mitigation Bypass Line
Project Number:	6335748
Owner:	Village of Ruidoso
Date of Submittal:	August 14, 2026
Tax Rate on Services:	8.1875%
Note: Figures in this table do not include tax.	

Job Description	Principal	Project Eng./Sci./ Surv II	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech III	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 265	\$ 175	\$ 125	\$ 125	\$ 140	\$ 110	\$ 110	\$ 30	\$ 0.725	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days	\$	\$	\$
Task															
Field Survey and Mapping															
Survey Plan / Instructions		2											\$ 350	\$ -	\$ 350
Survey Research:															
Utility Locations		2				2							\$ 570	\$ -	\$ 570
Perform Field Survey						10			230	150			\$ 1,417	\$ -	\$ 1,417
Establish Control Points						3							\$ 330	\$ -	\$ 330
Download Data / tins & contours		3											\$ 525	\$ -	\$ 525
Prepare Mapping		5											\$ 875	\$ -	\$ 875
Survey Control	2												\$ 530	\$ -	\$ 530
Verify Accuracy of Survey	2	3											\$ 1,055	\$ -	\$ 1,055
Subtotal Hours:	4	15				15			230	150			\$ 2,460	\$ -	\$ 5,652
Subtotal Cost:	\$ 1,060	\$ 2,625	\$ -	\$ -	\$ -	\$ 1,650	\$ -	\$ -	\$ 167	\$ 150	\$ -	\$ -	\$ 5,652		

Job Description	Principal	Senior Eng./Sci./ Surv III	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)		Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 205	\$ 155	\$ 145	\$ 150	\$ 100	\$ 30	\$ 1	\$ 1	\$ 60	\$ 220				
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days		\$	\$	\$
Task															
Preliminary Design															
Kick-off Meeting		2		13	2	2		230		1			\$ 3,022	\$ -	\$ 3,022
Ongoing Project Management	5	5											\$ 2,275	\$ -	\$ 2,275
Invoicing	5	5				9							\$ 3,175	\$ -	\$ 3,175
As-built Research		3											\$ 615	\$ -	\$ 615
Site Reconnaissance and Field Verification		3		13				230		1			\$ 2,727	\$ -	\$ 2,727
Utility Coordination		3		13				230		1			\$ 2,727	\$ -	\$ 2,727
Design Plans															
Index / Cover / Notes / Key Map		1		7	13								\$ 3,170	\$ -	\$ 3,170
Site Plans		3		9	17								\$ 4,470	\$ -	\$ 4,470
Details		5		9	17								\$ 4,880	\$ -	\$ 4,880
Model Design Verification		9		3									\$ 2,280	\$ -	\$ 2,280
Design Memorandum	9	9		35									\$ 9,170	\$ -	\$ 9,170
Engineer's Opinion of Probable Construction Cost (EOPCC)		3		5									\$ 1,340	\$ -	\$ 1,340
Prepare Contract Documents and Specifications		9		17									\$ 4,310	\$ -	\$ 4,310
FEMA Compliance Coordination	9	9		20									\$ 6,995	\$ -	\$ 6,995
QAQC	9	5		11									\$ 4,870	\$ -	\$ 4,870
Submission to Agency		6		9					300				\$ 2,835	\$ -	\$ 2,835
Design Review with Owner		4		4				230					\$ 1,567	\$ -	\$ 1,567
Subtotal Hours:	37	84		168	49	11		920	300	3			\$ 60,427	\$ -	\$ 60,427
Subtotal Cost:	\$ 9,250	\$ 17,220	\$ -	\$ 24,360	\$ 7,350	\$ 1,100	\$ -	\$ 667	\$ 300	\$ 180	\$ -	\$ -	\$ 60,427		
Final Design															
Ongoing Project Management	2	2		2									\$ 1,200	\$ -	\$ 1,200
Invoicing	2	2				3							\$ 1,210	\$ -	\$ 1,210
Revisions to Design Plans															
Index / Cover / Notes / Key Map		1		4	7								\$ 1,835	\$ -	\$ 1,835
Site Plans		3		5	9								\$ 2,690	\$ -	\$ 2,690
Details		5		5	9								\$ 3,100	\$ -	\$ 3,100
Revisions to EOPCC		2		3									\$ 845	\$ -	\$ 845
Revisions to Construction Documents		5		9									\$ 2,330	\$ -	\$ 2,330
Design Review with Owner		4		4				230					\$ 1,567	\$ -	\$ 1,567
Resubmittal		2		3					50				\$ 895	\$ -	\$ 895
Production				3	3								\$ 885	\$ -	\$ 885
Subtotal Hours:	4	31		47	28	3		230	50				\$ 18,887	\$ -	\$ 18,887
Subtotal Cost:	\$ 1,000	\$ 6,355	\$ -	\$ 6,815	\$ 4,200	\$ 300	\$ -	\$ 167	\$ 50	\$ -	\$ -	\$ -	\$ 18,887		

Total Cost of Design Phase Services: \$ 84,966

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: Village of Ruidoso WWTP Hazard Mitigation Bypass Line
Project Number: 6335748
Owner: Village of Ruidoso
Date of Submittal: August 14, 2026
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./Surv III	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech VI	Eng/CAD Surv/Field Tech III	Construc. Observer IV	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 205	\$ 145	\$ 120	\$ 150	\$ 105	\$ 130	\$ 100	\$ 30	\$ 0.725	\$ 1	\$ 60	\$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	\$	\$	\$
Task																
Bid Administration																
Ongoing Project Management	3	3												\$ 1,365	\$ -	\$ 1,365
Invoicing	3	3						5						\$ 1,865	\$ -	\$ 1,865
Advertisement		2	4					2			250			\$ 1,440	\$ -	\$ 1,440
Distribute Bid Documents		2	3											\$ 845	\$ -	\$ 845
Substitution Evaluation		2	3											\$ 845	\$ -	\$ 845
Answer Questions During Bidding		5	11											\$ 2,620	\$ -	\$ 2,620
Prepare Addenda	2	5	11		5									\$ 3,870	\$ -	\$ 3,870
Pre-bid Conference		7	7							230	100			\$ 2,717	\$ -	\$ 2,717
Open Bids		4	4											\$ 1,400	\$ -	\$ 1,400
Preparation of Bid Tabulation		2	9											\$ 1,715	\$ -	\$ 1,715
Preparation of Recommendation of Award		5	13											\$ 2,910	\$ -	\$ 2,910
Subtotal Hours:	8	40	65		5			7		230	350			\$ 21,592	\$ -	\$ 21,592
Subtotal Cost:	\$ 2,000	\$ 8,200	\$ 9,425	\$ -	\$ 750	\$ -	\$ -	\$ 700	\$ -	\$ 167	\$ 350	\$ -	\$ -	\$ 21,592		
Construction Administration																
Ongoing Project Management	4	4												\$ 1,820	\$ -	\$ 1,820
Invoicing	4	4						7						\$ 2,520	\$ -	\$ 2,520
Conform Contract Documents		5	11											\$ 2,620	\$ -	\$ 2,620
Preparation and Pre-construction Conference		7								230	30			\$ 1,632	\$ -	\$ 1,632
Submittal and Shop Drawing Review		11	21											\$ 5,300	\$ -	\$ 5,300
Respond to Requests for Information		9	9											\$ 3,150	\$ -	\$ 3,150
Field Orders														\$ -	\$ -	\$ -
Site Visits (2 site visits)		13								460				\$ 2,999	\$ -	\$ 2,999
Preparation and Progress Meetings (3 meetings)		3	5											\$ 1,340	\$ -	\$ 1,340
Preparation of Periodic Pay Requests (3 months)		10	13											\$ 3,935	\$ -	\$ 3,935
Preparation of Contract Change Orders	2	6	11		11									\$ 4,975	\$ -	\$ 4,975
Complete Acceptance Meeting		7	7				7			230				\$ 3,527	\$ -	\$ 3,527
Maintain Records		3	5											\$ 1,340	\$ -	\$ 1,340
Subtotal Hours:	10	82	82		11		7	7		920	30			\$ 35,157	\$ -	\$ 35,157
Subtotal Cost:	\$ 2,500	\$ 16,810	\$ 11,890	\$ -	\$ 1,650	\$ -	\$ 910	\$ 700	\$ -	\$ 667	\$ 30	\$ -	\$ -	\$ 35,157		
Closeout																
Ongoing Project Management	2	2												\$ 910	\$ -	\$ 910
Invoicing	2	2						3						\$ 1,210	\$ -	\$ 1,210
Preparation of Close-out Documents		5	9											\$ 2,330	\$ -	\$ 2,330
Preparation of Record Drawings	3	5		17										\$ 3,815	\$ -	\$ 3,815
Preparation of Operation and Maintenance (O&M) Manual	3	9	17											\$ 5,060	\$ -	\$ 5,060
Warranty Meeting		7	7							230				\$ 2,617	\$ -	\$ 2,617
Subtotal Hours:	10	30	33	17				3		230				\$ 15,942	\$ -	\$ 15,942
Subtotal Cost:	\$ 2,500	\$ 6,150	\$ 4,785	\$ 2,040	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 167	\$ -	\$ -	\$ -	\$ 15,942		
Construction Observation																
Construction Observation							130			2990		13		\$ 19,848	\$ -	\$ 19,848
Number of Visits = 13																
Hours per Visit = 10																
Subtotal Hours:							130			2990		13		\$ 19,848	\$ -	\$ 19,848
Subtotal Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,900	\$ -	\$ -	\$ 2,168	\$ -	\$ 780	\$ -	\$ 19,848		

Total Cost of Construction Phase Services: \$ 92,538

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

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

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-165, a Resolution Authorizing Participation in the Capital Outlay Grant Appropriation Project Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,500,000.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-165, a Resolution Authorizing Participation in the Capital Outlay Grant Appropriation Project Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,500,000.00.

Financial Impact:

New Mexico Department of Transportation's share shall be 100% or \$2,500,000.00.

Village of Ruidoso's proportional matching share shall be 0%.

TOTAL PROJECT COST IS \$2,500,000.00.

The Village of Ruidoso shall pay all costs, which exceed the total amount of \$2,500,000.00.

Item Discussion:

Project Control Number HW2C2262077 with the New Mexico Department of Transportation for the Capital Appropriation Project year 2026 to plan, design, construct and repair streets in the Pinecliff, Pinecrest, Pine Lodge and Innsbrook Village subdivisions and on Eagle drive and Country Club drive in Ruidoso in Lincoln county.

Recommendations:

To Approve Adoption of Resolution 2026-165, a Resolution Authorizing Participation in the Capital Outlay Grant Appropriation Project Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,500,000.00.

ATTACHMENTS:

[Resolution 2026-165.pdf](#)

[DOT Capital Appropriation Project Grant Agreement.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2026-165

**PARTICIPATION IN NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION CAPITAL APPROPRIATION PROJECT**

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Capital Appropriation Project for local Village roadway projects.

WHEREAS, the total cost of the project will be \$2,500,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$2,500,000.00

and

- b. **Village of Ruidoso's** proportional matching share shall be 0%

TOTAL PROJECT COST IS \$2,500,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,500,000.00

Now therefore, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

That the project for this Capital Outlay Agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2030, and the **Village of Ruidoso** 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 the written agreement.

Now therefore, be it resolved by the **Village of Ruidoso** to enter into Capital Outlay Agreement for Project Control Number **HW2C2262077** with the New Mexico Department of Transportation for the Capital Appropriation Project year 2026 to plan, design, construct and repair streets in the Pinecliff, Pinecrest, Pine Lodge and Innsbrook Village subdivisions and on Eagle drive and Country Club drive in Ruidoso in Lincoln county.

Passed, Adopted and Approved this 24th Day of August 2026

VILLAGE OF RUIDOSO, NEW MEXICO

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Yvonne Vigil, Village Clerk

Contract Number: _____

Vendor Number: 0000054454

Control Number: HW2C2262077

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and Village of Ruidoso, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2026, SB240, Chapter 71, Section 28, Subsection 2, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. C2262077 ("Project")**, Appropriation ID **K2077**, Reversion Date **6/30/2030 ("Reversion Date")**. Laws of 2026, Chapter 71, Section 28, Subsection 2, (Two Million Five Hundred Thousand Dollars and No Cents) **(\$2,500,000)**, to plan, design, construct and repair streets in the Pinecliff, Pinecrest, Pine Lodge and Innsbrook Village subdivisions and on Eagle drive and Country Club drive in Ruidoso in Lincoln county.
- B.** Grantee's total reimbursements shall not exceed Two Million Five Hundred Thousand Dollars and No Cents, **(\$2,500,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, which equals ("**Adjusted Appropriation Amount**").
- C.** In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A.** Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, “**Project Budget**”). The Department shall review and approve the Project Budget by approving a Notice of Department’s Obligation (“**Notice of Obligation**”), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee’s expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee’s Third Party Obligation(s); and
 - c. Grantee’s expenditures are made and accounted for pursuant to the State Procurement Code, State’s Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project (“**Third Party Obligations**”); and
 - d. Grantee’s submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration’s Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Village of Ruidoso
 Name: Ronald Sena
 Title: Deputy Village Manager
 Address: 313 Cree Meadows Dr, Ruidoso, New Mexico 88345
 Email: RonaldSena@ruidoso-nm.gov
 Telephone: 575-258-4343

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
 Name:
 Title:
 Address:
 Email:
 Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 2 Office
 Name: Libby Coslin
 Title: Capital Outlay District Coordinator
 Address: P.O. Box 1457, Roswell, NM 88202

Email: Libby.Coslin2@dot.nm.gov
Telephone: 575-840-3373

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

- i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
 - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

- ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

(Print Name)

(Title)

APPROVED BY GRANTEE: Village of Ruidoso
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

Legal Counsel: (OPTIONAL)

Signature

(Print Name)

(Title)

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip _____
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT B

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

Project Budget Worksheet

Detailed Expenditure Plan
DATE:

DATE:

[illegible]Detailed Procurement Plan
Date:

Date:

[illegible]

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit (“Exhibit”) is incorporated into the New Mexico Capital Outlay Agreements (“Agreements”) between the State of New Mexico (“State”) and [Insert Partner Name] (“Partner”). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The Village of Ruidoso shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Village of Ruidoso shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 12.

To:

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

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Purchase of Kubota KX040-5R1TP Mini-Excavator and Accessories from Amigo Machinery Utilizing Sourcewell Contracts #112624-KBA and #082923-KBA in the Amount of \$68,804.95.

Item Summary:

Discussion and Possible Action on Purchase of Kubota KX040-5R1TP Mini-Excavator and Accessories from Amigo Machinery Utilizing Sourcewell Contracts #112624-KBA and #082923-KBA in the Amount of \$68,804.95.

Financial Impact:

Funds are currently budgeted for this item in Equipment/Vehicles (101-155-53001).

Item Discussion:

This item was approved through the FY27 budget process to be added to the Parks and Recreation fleet.

Recommendations:

To Approve Purchase of Kubota KX040-5R1TP Mini-Excavator and Accessories from Amigo Machinery Utilizing Sourcewell Contracts #112624-KBA and #082923-KBA in the Amount of \$68,804.95.

ATTACHMENTS:

[Village of Ruidoso KX040-5 Updated Quote.pdf](#)

-- Standard Features --

-- Custom Options --



K Series

KX040-5R1TP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

7" LCD color display - standard
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level
I) 4-Post Canopy
Suspension Seat
Kubota 1 Hydraulic Pump Load
Sensing System
1 Variable Displacement Pump
All Controls Hydraulic Pilot
Controls
Two Operating Pattern
Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets,
Service Alerts
Standard Front Dozer Blade w/
Float
360 Degree Full Rotation
70 Degree Left, 55 Degree
Right Boom Swing
17.2 gpm Adjustable Auxiliary
Hydraulics Port 1
Auxiliary Hydraulics Diverter
Valve
Thumb Bracket and Relief
Valves
Five Second Quick Preheat
System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed
Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

D1803 Kubota DI Turbo CRS Tier 4
Diesel Engine
3 Cylinder, 4 Cycle
38.9 Net HP @ 2200 rpm
40.4 Gross HP

OPERATIONAL

DIMENSIONS

Max Digging Depth 11' 2.7"
Max Digging Radius @ Ground
Level 17' 9"
Max Vertical Digging Depth 7' 4.8"
Max Dumping Height 12' 9.5"

DOZER BLADE

DIMENSIONS

Width 66.9"
Height 15.75"
Lift Above Ground 15.17"
Drop Below Ground 15.94"

PERFORMANCE

Digging Force @ Bucket (K7875)
9,535 lbs.
Digging Force @ Dipper Arm 4,112
lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 4,080 lbs.
Over Front
Blade Grounded
2.0 ft. Load Point Height
8.0 ft. Load radius

DIMENSIONS AND
OPERATING WEIGHT

KX040-5R1TP, Rubber Tracks,
4-Post ROPS/OPG (Top Guard,
Level I) Canopy, Dozer Blade,
SP2
Overall Length 16' 8.2"
Overall Width 5' 6.9"
Overall Height 8' 1.8"
Operating Weight 9,195 lbs.*
Ground Clearance 12.9"
* Includes operator's weight,
175 lbs.

KX040-5R1TP Base Price: \$79,338.00

Selected Kubota Attachments

(1) 12" QUICK ATTACH TRENCHING BUCKET \$1,542.00
K7872A-12" QUICK ATTACH TRENCHING BUCKET

(1) 24" QUICK ATTACH TRENCHING BUCKET \$2,087.00
K7875A-24" QUICK ATTACH TRENCHING BUCKET

(1) QUICK COUPLER \$1,508.00
K7870A-QUICK COUPLER

(1) HYD THUMB KIT \$4,270.00
K7910A-HYD THUMB KIT

Total Kubota Attachments: \$9,407.00

Total Attachments: \$9,407.00

Configured Price: \$88,745.00

Sourcewell Discounts:

Kubota Items: (\$21,298.80)

Total Discount: (\$21,298.80)

SUBTOTAL: \$67,446.20

Kubota Item Fees:

Dealer Assembly: \$165.00

Freight Cost: \$793.75

PDI: \$400.00

Total Unit Price: \$68,804.95

Quantity Ordered: 1

Final Sales Price: \$68,804.95

Purchase Order Must Reflect Final Sales Price.**To order, place your Purchase Order directly with the quoting dealer**

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 13.

To:

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

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Purchase of 2026 F150 XL 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$45,781.00.

Item Summary:

Discussion and Possible Action on Purchase of 2026 F150 XL 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$45,781.00.

Financial Impact:

Funds for this truck are currently budgeted in Vehicles/Equipment (101-155-53001).

Item Discussion:

This truck will replace an aging vehicle without 4x4 in the Parks and Recreation fleet.

Recommendations:

To Approve Purchase of 2026 F150 XL 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$45,781.00.

ATTACHMENTS:

[F-150 Supercab Ruidoso Window Sticker.pdf](#)

[Ruidoso F-150 Quote 560.pdf](#)



ford.com

VEHICLE DESCRIPTION

F-150

2026 F-150 4X4 SUPER CAB
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE CLOTH 40/20/40

TK D76168

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" CLUSTER DISPLAY
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- 5G MODEM
- AM/FM STEREO
- CRUISE CONTROL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

- XL SERIES

OPTIONAL EQUIPMENT/OTHER

- .17" SILVER STEEL WHEELS
- 5.0L V8 ENGINE
- 265/70R 17 BSW ALL-TERRAIN
- 3.31 RATIO REGULAR AXLE
- 7100# GVWR PACKAGE
- 50 STATE EMISSIONS
- EXTENDED RANGE 36GAL FUEL TANK
- CONN PKG: 1 YR INCL W/FORD APP

(MSRP)

2,340.00

NO CHARGE

NO CHARGE

PRICE INFORMATION

BASE PRICE

\$45,400.00

TOTAL OPTIONS/OTHER

2,340.00

TOTAL VEHICLE & OPTIONS/OTHER

47,740.00

DESTINATION & DELIVERY

2,595.00

RAMP ONE

CF4B

RAMP TWO

CONVOY

ITEM #:
56-M370 O/T 5B

TOTAL MSRP

\$50,335.00

Scan The QR Code to get more details about this vehicle



SPECIAL ORDER

TC121 N RB 2X 620 006073 03 12 26

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT

Fuel Economy and Environment

 Gasoline Vehicle

Fuel Economy

 19 MPG

combined city/hwy

16

city

24

highway

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

5.3

gallons per 100 miles

You spend

\$4,500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1

4

10

Best

1

5

10

Best

This vehicle emits 472 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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 **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

 **Protect**

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

 **Credit**

Get Prequalified now at www.ford.com/finance



POWERFORD

1101 Montaño Rd NE
Albuquerque, NM 87107
505-766-6600

08/19/2026

Quote 559

To: Matthew Baird
Village of Ruidoso
Re: State pricing agreement 40-00000-24-00068

Item and Description

Quote

Item 13	2026 Ford F-150	\$50,335.00
•	100A XL Package	
•	Super cab	
•	4x4	
•	5.0L V8	
•	Exterior Oxford white	
•	Interior Gray cloth	
•	See attached build for more information	
	Dealer Discount(8%)	-\$4,026.80
	Additional dealer discount	-\$527.20

Total for one vehicle

\$45,781.00

Manuel Beltran

Manuel Beltran
Commercial Manager

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 14.

To:

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

Meeting Date: August 24, 2026

Re: Discussion and Possible Action on Purchase of a 2026 Ford Ranger 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$37,667.50.

Item Summary:

Discussion and Possible Action to Purchase of a 2026 Ford Ranger 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$37,667.50.

Financial Impact:

Funds for this truck are currently budgeted in Vehicles/Equipment (101-155-53001).

Item Discussion:

This truck will replace an aging vehicle without 4x4 in the Parks and Recreation fleet.

Recommendations:

Approve The Purchase of a 2026 Ford Ranger 4x4 from Power Ford Utilizing New Mexico Statewide Price Agreement 40-00000-24-00068 In the Amount of \$37,667.50.

ATTACHMENTS:

[Ruidoso Ranger Quote 561.pdf](#)

[Ranger Ruidoso Window Sticker.pdf](#)



POWERFORD

1101 Montañó Rd NE
Albuquerque, NM 87107
505-766-6600

08/20/2026

Quote 561

To: Matthew Baird
Village of Ruidoso
Re: State pricing agreement 40-00000-24-00068

Item and Description

Quote

Item 19	2026 Ford Ranger	\$39,650.00
•	100A XL Package	
•	Super cab	
•	4x4	
•	2.3L Ecoboost	
•	Trailer tow package	
•	Locking differential	
•	Exterior Oxford white	
•	Interior Gray cloth	
•	See attached build for more information	
	Dealer Discount(5%)	-\$1,982.50

Total for one vehicle

\$37,667.50

Manuel Beltran

Manuel Beltran
Commercial Manager

ford.com

VEHICLE DESCRIPTION

RANGER

2026 SUPERCREW 4X4 XL
128" WHEELBASE
2.3L ECOBOOST ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY CLOTH SEATS

TL E46619

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- EASY FUEL® CAPLESS FILLER
- FENDER BADGE
- FULL SIZE SPARE TIRE/WHEEL
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- PRIVACY GLASS
- REMOTE TAILGATE LOCK
- WHEEL LIP MOLDINGS
- WIPERS- INTERMITTENT

INTERIOR

- 1TOUCH UP/DOWN DR/PASS WIN
- 2ND ROW FOLD BENCH
- 2ND ROW UNDER SEAT STORAGE
- 8" CLUSTER DISPLAY
- CRUISE CONTROL
- DUAL SUNVISORS
- LOCKING GLOVE BOX
- POWER LOCKS AND WINDOWS
- POWERPOINTS-12V, USB
- SEATS - MANUAL
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUDIO - 6 SPEAKERS
- BRAKES - ANTI-LOCK SYSTEM
- ELECTRIC PARKING BRAKE
- FORD APP
- INDEPENDENT FRONT SUSPEN
- MODEM
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SELECTABLE DRIVE MODES
- SYNC®4A & 10"SCREEN

SAFETY/SECURITY

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- CTR HIGH MOUNT STOP LAMP
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK® ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 100A

- XL SERIES

OPTIONAL EQUIPMENT/OTHER

255/70 R17 A/T TIRE

3.73 LOCKING RR DIFFERENTIAL

4X4 REGIONAL DISCOUNT PKG

STX APPEARANCE PACKAGE

.FOG LAMPS

FRONT LICENSE PLATE BRACKET

TRAILER TOW PACKAGE

(MSRP)

420.00

NO CHARGE

NO CHARGE

NO CHARGE

535.00

PRICE INFORMATION

BASE PRICE

\$37,050.00

TOTAL OPTIONS/OTHER

955.00

TOTAL VEHICLE & OPTIONS/OTHER

38,005.00

DESTINATION & DELIVERY

1,895.00

TOTAL BEFORE DISCOUNTS

39,900.00

4X4 REGIONAL DISCOUNT P

- 250.00

TOTAL SAVINGS

- 250.00

	RAMP ONE		TOTAL MSRP \$39,650.00
	RP4B		
	RAMP TWO	RAIL	Scan The QR Code to get more details about this vehicle
		ITEM #: 56-L68E O/T 2	
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		TH111 N RB 2X 635 015257 08 11 26

EPA DOT

Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

21 MPG

combined city/hwy

19 city

24 highway

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

4.8 gallons per 100 miles

You spend \$3,250 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,350

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 4 Best

Smog Rating (tailpipe only) 6 Best

This vehicle emits 421 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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Driver Passenger

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Front seat Rear seat

★ ★ ★ ★ ★

★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

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