

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR MEETING
DECEMBER 9, 2025 AT 1:00 PM**

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

CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

APPROVAL OF AGENDA

CONSENT REGULAR ITEMS

1. Approval of Governing Body Minutes
2. Approval of Request to Schedule Public Hearing on January 13, 2026 for Application Submitted by Hall of Flame Burgers Co., Located at 2500 Sudderth Dr., Suites 1, 2 & 3, Ruidoso, NM, for Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption and Patio Service BLA-14048.
3. Approval of Resolution No. 2026-01, a Resolution Establishing an Annual Schedule of Governing Body and Boards/Commission Meetings and Determining Reasonable Notice for Public Meetings of the Village of Ruidoso.

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees, Promotions and Transfers
2. Presentation of Retirement Plaque to David "TBone" Tetreault, Assistant Parks and Recreation Director, for his Service to the Village of Ruidoso from September 1995 through December 2025.
3. Presentation of Retirement Plaque to Jerome McTeigue, Solid Waste Operator/Driver, for his Service to the Village of Ruidoso from October 1998 through December 2025.

4. Presentation of Retirement Plaque to Kathy Richardson, Forestry Office Manager, for her Service to the Village of Ruidoso from August 2004 through December 2025.
5. Presentation of Retirement Plaque to Randy Koehn, Water Production Manager, for his Service to the Village of Ruidoso from August 2013 through December 2025.
6. Update on Uniti/Kinetic Village Wide Fiber Project - Johnny Montoya, Vice President of State Government Affairs

BOARD AND COMMISSION APPOINTMENTS

1. Discussion and Possible Action on Appointment of Ericka Ramos, to the Natural and Cultural History Committee.
2. Discussion and Possible Action on Appointment of Dhruv Bhakta, to the Workforce Housing Advisory Board.

VILLAGE MANAGER REPORT

1. Village Manager's Report
2. Update on Fire Department's New Business Inspection Checklist

REPORTS FROM MUNICIPAL OFFICIALS

PUBLIC HEARINGS

1. Public Hearing for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.
2. Public Hearing for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

REGULAR ITEMS

1. Discussion and Possible Action on Village of Ruidoso Snow and Ice Removal Plan.
2. Discussion and Possible Action on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Resurfacing on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles in the Amount of \$1,999,997.98 Including NMGR.T.
3. Discussion and Possible Action Adoption of Resolution 2025-42, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$237,500, including a Loan in the Amount of \$23,750 for the Purpose of Financing the Costs of the Design of the Alto Lake Dam Spillway and Flood Routing Analysis and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an

Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

4. Discussion and Possible Action on Adoption of Resolution 2025-43, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$1,125,000, Including a Loan in the Amount of \$112,500 for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Leaking and Undersized Waterlines and Soley in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.
5. Discussion and Possible Action Ratification of Amended Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority Under the Colonias Infrastructure Fund.
6. Discussion and Possible Action on Ratification of Amended Resolution 2025-40, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation.

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

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 1.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: December 9, 2025

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes

November 10, 2025 - Regular Meeting

November 25, 2025 - Special Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes

November 10, 2025 - Regular Meeting

November 25, 2025 - Special Meeting

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:

[Regular Meeting Minutes - November 10, 2025.pdf](#)

[Special Meeting Minutes November 25, 2025.pdf](#)

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY REGULAR MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
NOVEMBER 10, 2025
1:00 PM

CALL TO ORDER

Mayor Lynn Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Salas, Cory, Lutterman and Eby were recorded present in person; Councilors Hooker and Jackson attended via Zoom. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Zachary J. Cook, Village Attorney; Dick Cooke, Forestry Director; DD Staab, Library Director; Randy Koehn, Water Production Manager; Cade Hall, Fire Chief; Levi Beaty, Project Manager; Isabel Martinez, Water Resource Specialist; Connie Tucker, Water Resource Director; Johanna Quintana, HR Generalist; Lee Baker, Airport Manager; Gina Corliss, Executive Admin Assistant; Robyn Bryant, Solid Waste Admin. Asst; Steven Minner, Police Chief; Eddie Ryan, Manager of Event and Strategic Partnerships; Matthew Baird, Parks & Recreation Director; David Tetreault, Asst Parks & Recreation Director; Samantha Mars; Esteban Monreal; Vera Wheeler; Levi Wrye, Police Officer; Jason Janopolis, Deputy Police Chief; Chris Camacho, GIS Planner; Jessica Hull, Police Officer; James Triplett; and Madison Schlotfeldt, Staff Accountant II. There were approximately 3 visitors in attendance.

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

ROLL CALL

APPROVAL OF AGENDA

Councilor Jackson moved to approve the agenda and allow the Mayor to move items as necessary. Councilor Lutterman seconded the motion and the motion carried with a roll call vote of all present voting "aye".

CONSENT REGULAR ITEMS

Councilor Cory moved to approve the Consent Regular Items as presented, Councilor Eby seconded the motion and the motion carried with a roll call vote of all present voting "aye".

- 1 Approval of Governing Body Minutes
- 2 Approval of Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.
- 3 Approval of Adoption of Resolution 2025-40, A Resolution Requesting a Time

Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

- 4 Approval of T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.
- 5 Approval of Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of \$15,000.00 Paid in Two Semi-Annual Payments.
- 6 Approval of Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of \$10,000.00.
- 7 Approval of Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of \$38,020.60.
- 8 Approval of Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of \$151,577.83 Including NMGRT.
- 9 Approval of Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of \$262,132.81 Including NMGRT.
- 10 Approval of Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of \$42,395.44 Including NMGRT.
- 11 Approval of Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannon Huston, Inc.
- 12 Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannon Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.
- 13 Approval of Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.
- 14 Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-002P.

- 15 Approval of Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannon Huston Inc.
- 16 Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannon Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.
- 17 Approval of Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.
- 18 Approval of Request to Schedule a Public Hearing on December 9, 2025, for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

Bill Hall stated that no progress has been made at 305 Brady; that there are still street cuts made by Windstream on Spruce that need to be fixed and that the graffiti in Mid-Town needs to be removed. He also recommended that the Governing Body build an additional disc golf course in the Village to be funded by Lodger's Tax Funds. Deanna Oberheau, Instructor at Ruidoso High commended Village staff that hosted a tour for high school students at the WasteWater Treatment Plant.

MAYORAL REPORTS AND PRESENTATIONS

- 1 Presentation of New Employees, Promotions and Transfers

Mayor Lynn Crawford presented the following new employees:

Jessica Hull- Certified Police officer DOH 10-20-25

Derek Vega-utility Warehouse Worker DOH 11-3-25

James Triplett-Youth and Adult Sports Coordinator DOH 11-3-25

and the following transfers:

Britta Magnusson- Forestry Admin/ Transfer Date 11-20-25

Chris Camacho-Planner and GIS Coordinator / Transfer Promotion Date 11/20/25

BOARD AND COMMISSION APPOINTMENTS

- 1 Discussion and Possible Action on Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

Mayor Crawford recommended that Austin Meuli, Assistant Fire Chief be appointed to serve as an Alternate on the Consolidated Dispatch Board, Councilor Lutterman made a motion to approve the appointment, Councilor Hooker seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

VILLAGE MANAGER REPORT

1 Village Manager's Report

Ronald L. Sena, Village Manager, presented his monthly managers report.

2 Update on 603 Mechem Project

Levi Beaty, Public Works Supervisor and Michael Martinez, Deputy Village Manager updated the Council that the driveway from the highway into the complex is complete; the fencing is almost complete; the landscaping is on hold and they anticipate the project to be complete within 3-4 weeks.

3 Update on Upcoming Parks and Recreation Holiday Activities

Matthew Baird, Parks & Recreation Director presented the following holiday events:
Veterans Day flag raising at the Community Center on November 11, 2025
8 and Under Basketball Season starts November 17, 2025
Turkey Trot on November 29, 2025
Ice Rink opens on November 29, 2025
Christmas in the Park on December 4, 2025
Festival of Lights Parade on December 6, 2025 and
Drive-In Movie and Drone Show on December 13, 2025

REPORTS FROM MUNICIPAL OFFICIALS

Councilor Eby commented on all the holiday events to be held and complemented the ballfield restrooms on Sunny Slope. Councilor Lutterman showed pictures of the library book mobile and reminded the public not to drop off trash beside dumpsters. Councilor Salas echoed Councilor Eby's comments on Village holiday events and honored Veterans in memory of Veterans Day. Councilor Cory commented on the attendance at Christmas Jubilee and that most of the vendors are locals. Councilor Jackson gave a sincere shoutout to Veterans and their families and Councilor Hooker reminded the public of the great information they can get by listening the Monday with the Mayor radio show.

PUBLIC HEARINGS

- 1 Public Hearing for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

Mayor Crawford opened the Public Hearing by stating that the purpose for the hearing was for consideration of Ordinance 2025-06, an Ordinance authorizing the issuance of general obligation bonds in the amount of \$1,500,000 for the purpose of enlarging, improving and/or extending the production and distribution components of the Village's water system. Mayor Crawford asked if there was any public input concerning the Ordinance, there being none, the Mayor closed the Public Hearing. Councilor Cory made a motion to approve and adopt Ordinance 2025-06, Councilor Lutterman seconded the motion and upon a roll call vote of Councilor Cory voting "aye", Councilor Lutterman voting "aye", Councilor Salas voting "aye", Councilor Eby

voting "aye", Councilor Hooker voting "aye" and Councilor Jackson voting "aye" the motion passed.

- 2 Public Hearing for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220 from Ronnie Holt, Personal Representative of the Estate of William Glen Holt, to Pay and Save, Inc.

Mayor Crawford opened the Public Hearing by stating that the reason for the hearing was for the purpose of consideration of a Transfer of Ownership Liquor License submitted by Pay and Save Inc., located at 304 Mechem. Mayor Crawford asked if there was any public input concerning the liquor license and there being none, closed the public hearing. Councilor Eby made a motion to approve the liquor license, Councilor Lutterman seconded the motion and upon a roll call vote of Councilor Eby voting "aye", Councilor Lutterman voting "aye", Councilor Salas voting "aye", Councilor Cory voting "aye", Councilor Hooker voting "aye" and Councilor Jackson voting "aye" the motion passed.

- 3 Public Hearing for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Mayor Crawford opened the Public Hearing by stating that the purpose of the hearing was to consider Ordinance 2025-07 an Ordinance allowing for automated camera speed enforcement within the Village. There was discussion between all concerning details of the operations of the enforcement, one of the items mentioned was that the potential fine for speeding within the area of enforcement would be \$100. Mayor Crawford asked for public input. Resident Bill Hall commented that a \$100 fine was too low of a fine to change a person's behavior of speeding. There was discussion as to the completion of community service in lieu of payment of fines as noted in Section 3(h)(1) and the conditions as set forth in Section 3(h)(2) electing service to the Village as an alternative to payment of fines. There was discussion to remove the noted sections and after further discussion between members of the Governing Body, Councilor Jackson made a motion to approve and adopt Ordinance 2025-07 with the noted changes, Councilor Hooker seconded the motion. Upon a roll call vote of Councilor Jackson voting "aye", Councilor Hooker voting "aye", Councilor Eby voting "aye", Councilor Cory voting "nay", Councilor Salas voting "nay" and Councilor Lutterman voting "nay", creating a tie vote, Mayor Crawford voted "aye" and the motion passed.

REGULAR ITEMS

- 1 Discussion and Possible Action on Task Order #2024-003P-09 with Bohannon Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of \$611,330.78 Including NMGR.T.

Councilor Cory made a motion to approve the task order, Councilor Lutterman seconded the motion and upon a roll call vote of all present voting "aye" the motion

passed.

CLOSED SESSION

Councilor Jackson made a motion to recess into:

- 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.

Councilor Salas seconded and the motion carried with a roll call vote of all "ayes".

Mayor Crawford recessed the Regular Meeting and entered into Closed Session at 3:32 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk. (Councilor Jackson was not present in closed session)

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:38 p.m.

Councilor Salas moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure, Councilor Cory seconded and the motion carried with a roll call vote of all "ayes". (Councilor Salas was not present for the vote)

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Regular Meeting at 4:39 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 9th day of December, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, Village Clerk

**VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY SPECIAL MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
NOVEMBER 25, 2025
9:30 AM**

**NOTICE OF SPECIAL MEETING
CALL TO ORDER**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 9:30 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Hooker, and Lutterman, Salas, Cory and Jackson were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Village Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Village Clerk; Levi Beaty, Public Works Director; Christy Coker, Customer Service Manager; Judi Starkovich, Finance Director; Jaquelyne Pena, Water Resource Manager; David Tetreault, Assistant Parks and Recreation Director; Cade Hall, Fire Chief; Eddie Ryan, Manager of Events and Strategic Partnerships; Mark Coker, Street Department Manager; Cheryl Gerthe, Human Resource Manager; Vyanca Vega, Project Manager; Vera Wheeler, Capital Project Coordinator; Joshua Long, Assistant Public Works Director; Colin Bell, Assistant Finance Director; and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present was Zachary Cook. Employees present via Zoom were Dianne Staab, Library Manager; Robin Parks, Staff Accountant II; Gina Corliss, Executive Administrative Assistant; Isabel Martinez, Public Works Administrative Specialist; Lee Baker, Airport Manager; Bernadeen Herrera, Convention Center Manager; Dick Cooke, Forestry Director; and Robyn Bryant, Office Manager.

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

ROLL CALL

AGENDA ITEMS

- 1 Discussion and Possible Action on Adoption of Resolution 2025-41, a Resolution

Amending the Village of Ruidoso Personnel Policy Chapter 2 Section 15: Nepotism and Personal Relationships in Employment.

Cheryl Gerthe stated the change would define nepotism in departments and give the Village of Ruidoso more hiring options.

Councilor Cory moved to Adopt Resolution 2025-41, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 2 Section 15: Nepotism and Personal Relationships in Employment. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

- 2 Discussion and Possible Action on Task Order No. 4 with Stantec Consulting for Engineering and Design Services for FEMA DR-4795-PW # 19- Pedestrian Bridges; PW # 62- Two Rivers Parks and PW # 166-Alto Lake Recreation Area and White Mountain Sports Complex, in the Amount of \$475,867.92 including NMGRT.

Councilor Jackson moved to move the item to the December 9, 2025 Regular Meeting. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Jackson made a motion to recess into Closed Session for:

- 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.

Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

Mayor Crawford recessed the Special Meeting and entered into Closed Session at 9:41 a.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Zachary Cook, Village Legal Counsel; Jini Turri, Village Clerk; Michael Martinez, Deputy Village Manager; Cade Hall, Fire Chief and Cheryl Gerthe, Human Resource Manager.

Mayor Crawford adjourned the Closed Session and reconvened the Special Meeting at 11:03 a.m.

Councilor Jackson moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 11:04 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 9th day of December, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 2.

To:

Presenter(s): Yvonne Vigil, Deputy Village Clerk

Meeting Date: December 9, 2025

Re: Approval of Request to Schedule Public Hearing on January 13, 2026 for Application Submitted by Hall of Flame Burgers Co., Located at 2500 Sudderth Dr., Suites 1, 2 & 3, Ruidoso, NM, for Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption and Patio Service BLA-14048.

Item Summary:

Approval of Request to Schedule Public Hearing on January 13, 2026 for Application Submitted by Hall of Flame Burgers Co., Located at 2500 Sudderth Dr., Suites 1, 2 & 3, Ruidoso, NM, for Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption and Patio Service BLA-14048.

Financial Impact:

None

Item Discussion:

Request to Schedule Public Hearing on January 13, 2026 for Application Submitted by Hall of Flame Burgers Co., Located at 2500 Sudderth Dr., Suites 1, 2 & 3, Ruidoso, NM, for Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption and Patio Service BLA-14048.

Recommendations:

To Approve Request to Schedule Public Hearing on January 13, 2026 for Application Submitted by Hall of Flame Burgers Co., Located at 2500 Sudderth Dr., Suites 1, 2 & 3, Ruidoso, NM, for Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption and Patio Service BLA-14048.

ATTACHMENTS:

[Hall of Flame Burgers Co. - Liquor License Application.pdf](#)



November 17, 2025

Certified Mail No.: 9171 9690 0935 0299 2420 27
9171 9690 0935 0299 2420 27

Village of Ruidoso

Attn: Jini S. Turri, Village Clerk
313 Cree Meadows Dr.
Ruidoso, NM 88355

Lic. No. /Appl. No.: BLA-14048
Name of Applicant: HALL OF FLAME BURGERS CO.
Doing Business As: HALL OF FLAME BURGERS CO.
Proposed Location: 2500 SUDDERTH DR., SUITES 1, 2 & 3, RUIDOSO, NM 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION AND PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication and an LOD Approval Letter. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 795-4165 | Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Application (*must be signed and returned w/ signed Page 1 and notices of publication*)
2. Copy of the Zoning Statement





Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014048



Business Information

Business Information

Business Name: Hall of Flame Burgers Co.
Business Structure: Corporation
State Tax ID Number: XX-XXXXXX9-00-7
Business Email: cyndi80@icloud.com

Type of Business: Alcohol
FEIN: XX-XXX8805
Business Phone: 5759370002

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses, LLC c/o
Kyla Stoker
Contact Person Email: kyla@newmexicoliquorlicense.com

Contact Person Phone: 5059805614

Business Mailing Address

Mailing Street: 2500 Sudderth Drive Suite 1
Mailing State: NM
Mailing Country: US

Mailing City: Ruidoso
Mailing Zip Code: 88345

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014048



Premises Information

Premises DBA

Premises Doing Business As (DBA): Hall of Flame Burgers Co.

Proposed Premises Physical Address

Physical Street: 2500 Sudderth Drive, Suites 1, 2 and 3

Physical City: Ruidoso

Physical Zip Code: 88345

Physical State: New Mexico

Physical County: Lincoln

Local Option District: Ruidoso

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Luis & Cynthia Espinoza

Specify Date and Terms of Lease/Operating Agreement: July 1, 2025 - 5 years

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): c-3

Distance from nearest School

Name of School: Region 9 Education Cooperative

School Street: 2002 Sudderth

School City: Ruidoso

School State: New Mexico

School Zip Code: 88345

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: First Baptist Church Ruidoso

Church Street: 270 Country Club Dr

Church City: Ruidoso

Church State: New Mexico

Church Zip Code: 88345

Church Country: United States

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014048



Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000014048



Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	250.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Hall of Flame Burger Co.

Date: 09/10/2025



August 20, 2025

**CONFIRMATION OF ZONING REGULATIONS:
2500 Sudderth Dr, Ruidoso, New Mexico 88345**

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:

Luis & Cynthia Espinoza

Tenant: Hall of Flame/4 Seasons
Mall

Subdivision: Ruidoso Springs

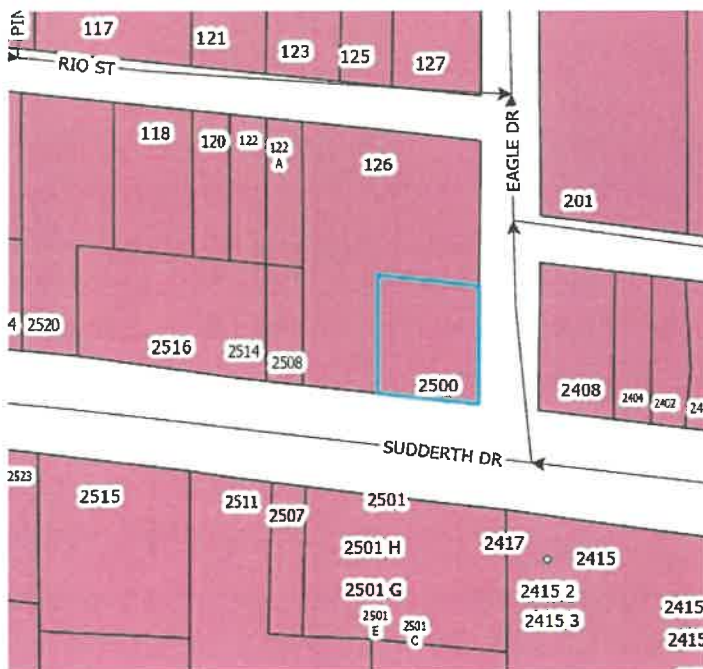
Legal Description: Lot 38, Block I

Physical Address: 2500 Sudderth Dr.,
Ruidoso, New Mexico 88345

Zoning Designation:

C-3 Midtown Commercial District

Property Size: 5,328 sq. ft



VOR.DBO.Zoning_Districts

ZONING

- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Density Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residential District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

Confirmation of Zoning District Designation:

The location of the property was not found to be 300 ft of a licensed daycare, school or church establishment.

Sec. 54-70 Nonresidential Districts (b) C-2 Community Commercial District

The purpose of the C-3 Midtown Commercial District is to allow the development of commercial retail and service establishments with carefully integrated multiple-family residential, entertainment and public parking facilities in the "Midtown" area of the village. The district encourages development to take place in an intensive fashion to facilitate pedestrian circulation and to maximize the use of valuable locations and existing infrastructure and building stock. The use of a restaurant with alcohol is a permissive use.

A blank cell indicates the use is prohibited within the respective district.

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings ¹	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home ¹⁰	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)
Hospitality/Lodging																

¹ Single family dwellings include site-built homes and multi-section manufactured homes that meet the standards of the New Mexico Manufactured Housing and Zoning Act, NMSA 3-21A-2.A..

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	
Personal and convenience								P	P	P	C	C		P	P	

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
services																
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P			P		P	P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)
Firewood sales, splitting and									C		P	P			P	Sec.54-85(f)(12)

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
storage																
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public open space	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Entertainment, recreational, health and exercise facility, indoor								P	P	P	P	C		P		
Entertainment, recreational, health and exercise facility, outdoor									C			P		P	P	Sec. 54-85(g)(2)
Shooting range, indoor and outdoor									C		C	C			C	Sec. 54-85(g)(2)
Swimming pool, commercial									C	C	C			C		Sec. 54-85(g)(3)
Utilities/Telecommunication																
Utilities, Major	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Utilities, Minor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless telecommunications	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 54-85(h)(1)
Accessory Uses																
Accessory dwelling unit	A												A	A		Sec. 54-85(i)(1)
Caretaker unit											A	A		A	A	Sec. 54-85(i)(2)
Drive up or drive through service window								A	A		A	A		A	A	Sec. 54-85(i)(3)
Home Occupation	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(4)
Family Child Care Home	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(5)
Outdoor storage, within enclosed yard									A		A	A		A	A	
Electrical Vehicle Charging Station, Commercial or Public			A	A				A	A	A	A	A	A	A	A	Sec. 54-85(i)(6)
Temporary Uses																
Special event								T	T	T	T	T		T	T	Special events permit
Outdoor sales								T		T						Sec. 54-85(j)(1)
Circus, carnival, or similar enterprise								T	T		T			T		Sec. 54-85(j)(2)

Please be advised that this should not be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie.Warren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator & Planner

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: December 9, 2025

Re: Approval of Resolution No. 2026-01, a Resolution Establishing an Annual Schedule of Governing Body and Boards/Commission Meetings and Determining Reasonable Notice for Public Meetings of the Village of Ruidoso.

Item Summary:

Resolution No. 2026-01, a Resolution Establishing an Annual Schedule of Governing Body and Boards/Commission Meetings and Determining Reasonable Notice for Public Meetings of the Village of Ruidoso.

Financial Impact:

None

Item Discussion:

Resolution No. 2026-01, a Resolution Establishing an Annual Schedule of Governing Body and Boards/Commission Meetings and Determining Reasonable Notice for Public Meetings of the Village of Ruidoso.

Recommendations:

To Approve Resolution No. 2026-01

ATTACHMENTS:

[Open Meetings Act Resolution 2026-01.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2026-01

A RESOLUTION ESTABLISHING AN ANNUAL SCHEDULE OF GOVERNING BODY MEETINGS AND DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE VILLAGE OF RUIDOSO

WHEREAS: Section 10-15-1(B) NMSA 1978, the Open Meetings Act requires that all meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policymaking body of any state agency, any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations or ordinances, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of any board, commission or other policymaking body are declared to be public meeting open to the public at all times except as otherwise provided in the Constitution of New Mexico or the Open Meetings Act; and

WHEREAS: any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public; and

WHEREAS: the Governing Body for the Village of Ruidoso, as a local public body subject to the Open Meetings Act, in accordance with Subsection D of Section 10-15-1, NMSA 1978, shall determine annually what constitutes reasonable notice of its public meetings.

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

1. **Regular Meetings.** Per NMSA §10-15-1.D of the Open Meetings Act, this Notice constitutes as the ten (10) days notice of any Regular Meeting of a quorum of the members of the Governing Body held for the purpose of discussing public business or taking action within the authority of the Governing Body. Regular Meetings shall be held on the second Tuesday of each month at 1:00 p.m. in the Council Chambers at Village Hall located at 313 Cree Meadows Dr., Ruidoso NM. The meeting notice will include the date, time and place of the meeting. The agenda for the meeting will be posted at least seventy-two (72) hours before the meeting. All Meetings shall be conducted in accordance with Robert's Rule of Order. Every attempt will be made to broadcast the meetings on the Village of Ruidoso's YouTube site.

2. **Special Meetings.** Notice shall be given at least seventy-two (72) hours (3 days) in advance of any Special Meeting of a quorum of the members of the Governing Body held for the purpose of discussing public business or taking action within the authority of the Governing Body. The meeting notice will include the date, time and place of the meeting and will also include the agenda for the meeting. All Meetings shall be conducted in accordance with Robert's Rule of Order.

3. **Emergency Meetings.** Notice shall be given at least three (3) hours in advance of any emergency meeting of a quorum of members of the Governing Body or Boards; an “Emergency Meeting” is for unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body. Within ten days of taking action on an emergency matter, the public body shall report to the Attorney General’s Office the action taken and the circumstances creating the emergency; provided that the requirement to report to the Attorney General is waived upon the declaration of a State or National Emergency.

4. Regular Meetings of established Boards, Committees and Commissions for the Village of Ruidoso shall be held as follows, unless cancelled or rescheduled.

- * Cemetery Board – 3rd Wednesday of March, June, September and December at 11:30 a.m.
- * Cultural & Natural History Committee – 4th Friday of each month at 9:00 a.m.
- * Keep Ruidoso Beautiful – 2nd Monday of each month at 11:30 a.m.
- * Library Board – 1st Wednesday of January, March, May, September and November at 11:30 a.m.
- * Lodger’s Tax Board – Last Tuesday of January, March, May, July, September and November at 8:30 a.m.
- * Parks and Recreation Committee – 4th Monday of each month at 5:00 p.m.
- * Planning & Zoning Commission – 1st Tuesday of each month at 2:00 p.m.
- * Retired and Senior Volunteer Program (RSVP) Advisory Council – 2nd Wednesday of January, April, July and October at 11:00 a.m.
- * Ruidoso Wastewater Treatment Plant Joint Use Board – 3rd Wednesday of each month at 10:00 a.m.

Any meetings of Boards, Committees and Commissions not listed above will comply with the posting requirements of this Resolution.

5. The notice requirements in Sections 1, 2, 3 and 4 of this Resolution will be complied with by posting the notice and agenda on the television outside of the Ruidoso Municipal Building along with a copy of this Resolution. Regular Meetings of the Board shall be scheduled and held at the Village of Ruidoso Council Chambers, 313 Cree Meadows Rd., Ruidoso, New Mexico, January 2026 through December 2026. Special notification will be given to hold the meeting at another designated place if needed.

6. In addition to the information specified above, all notices shall include the following language: 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 Clerk if a summary or other type of accessible format is needed.

PASSED, APPROVED AND ADOPTED on this 9th day of December, 2025.

By:

Lynn D. Crawford – Mayor

Attest:

Jini S. Turri, MMC
Village Clerk

**SCHEDULE OF DATES FOR REGULAR
COUNCIL MEETINGS OF THE
GOVERNING BODY for 2026**

January 13

July 14

February 10

August 11

March 10

September 8

April 14

October 13

May 12

November 10

June 9

December 8

- **Workshops Meetings for the Regular Council Meetings are held at 8:00 am the Tuesday before each meeting.**

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

Financial Impact:

None

Item Discussion:

New Hires:

Colin Bell- Assistant Finance Director effective 11/17/2025
Jason Janopoulos- Deputy Police Chief effective 11/17/2025
Marisela Peralta- Community Center Technician effective 11/17/2025
Alisha Garcia- Telecommunications Officer effective 12/1/2025
Leonard Weir- Deputy Emergency Manager effective 12/1/2025

Promotions:

Patrick Randolph-Patrol Sergeant- effective 11/2/2025
Javier Arellano- Street Foreman effective 11/17/2025
Price Bowen- Fire Lieutenant effective 11/17/2025
Alec Davis- Fire Lieutenant effective 11/17/2025
Anthony Nanz- Fire Lieutenant effective 11/17/2025
Mario Ramirez- Street Heavy Equipment Operator effective 11/17/2025
Terry Yarborough - Water Production Manager effective 12/1/2025

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Presentation of Retirement Plaque to David "TBone" Tetreault, Assistant Parks and Recreation Director, for his Service to the Village of Ruidoso from September 1995 through December 2025.

Item Summary:

Presentation of Retirement Plaque to David "TBone" Tetreault, Assistant Parks and Recreation Director, for his Service to the Village of Ruidoso from September 1995 through December 2025.

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to David "TBone" Tetreault, Assistant Parks and Recreation Director, for his Service to the Village of Ruidoso from September 1995 through December 2025.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 3.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Presentation of Retirement Plaque to Jerome McTeigue, Solid Waste Operator/Driver, for his Service to the Village of Ruidoso from October 1998 through December 2025.

Item Summary:

Presentation of Retirement Plaque to Jerome McTeigue, Solid Waste Operator/Driver, for his Service to the Village of Ruidoso from October 1998 through December 2025.

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Jerome McTeigue, Solid Waste Operator/Driver, for his Service to the Village of Ruidoso from October 1998 through December 2025.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 4.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Presentation of Retirement Plaque to Kathy Richardson, Forestry Office Manager, for her Service to the Village of Ruidoso from August 2004 through December 2025.

Item Summary:

Presentation of Retirement Plaque to Kathy Richardson, Forestry Office Manager, for her Service to the Village of Ruidoso from August 2004 through December 2025.

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Kathy Richardson, Forestry Office Manager, for her Service to the Village of Ruidoso from August 2004 through December 2025.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 5.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Presentation of Retirement Plaque to Randy Koehn, Water Production Manager, for his Service to the Village of Ruidoso from August 2013 through December 2025.

Item Summary:

Presentation of Retirement Plaque to Randy Koehn, Water Production Manager, for his Service to the Village of Ruidoso from August 2013 through December 2025.

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Randy Koehn, Water Production Manager, for his Service to the Village of Ruidoso from August 2013 through December 2025.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 6.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: December 9, 2025

Re: Update on Uniti/Kinetic Village Wide Fiber Project - Johnny Montoya, Vice President of State Government Affairs

Item Summary:

Update on Uniti/Kinetic Village Wide Fiber Project - Johnny Montoya, Vice President of State Government Affairs

Financial Impact:

None

Item Discussion:

Update on Uniti/Kinetic Village Wide Fiber Project - Johnny Montoya, Vice President of State Government Affairs

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

BOARD AND COMMISSION APPOINTMENTS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Appointment of Ericka Ramos, to the Natural and Cultural History Committee.

Item Summary:

Discussion and Possible Action on Appointment of Ericka Ramos, to the Natural and Cultural History Committee.

Financial Impact:

None

Item Discussion:

Appointment of Ericka Ramos, to the Natural and Cultural History Committee.

Recommendations:

To Approve Appointment of Ericka Ramos, to the Natural and Cultural History Committee.

ATTACHMENTS:

[Erick Ramos - NCHC.pdf](#)

✓



Volunteer Application

Boards and Commissions

Date: NOV 20, 2025
(Applications held for 3 months)

Your Contact Information

Name: Ericka Ramos
Street Address: 138 Elk Trail
City & Zip Code: Nogal, NM 88341
Phone Number(s): 575-937-1248
E-Mail Address: eramos29516@yahoo.com

Availability

Check your availability for volunteer service

- | | |
|--|---|
| ☒ Weekday mornings | ☐ Weekend mornings |
| ☒ Weekday afternoons | ☐ Weekend afternoons |
| ☐ Weekday evenings | ☐ Weekend evenings |

Areas of Interests

- | | |
|--|--|
| ☐ Parks and Recreation Commission | ☐ Cemetery Board |
| ☐ Keeping Ruidoso Beautiful Committee | ☐ Lodgers Tax Committee |
| ☐ RSVP Committee | ☐ Planning & Zoning Committee |
| ☐ Military 365 Committee | ☐ Library Board |
| ☐ Airport Advisory Board | ☒ Natural and Cultural History Committee |
| ☐ DWI Planning Council | ☐ Workforce Housing Advisory Board |

Special Skills or Qualifications

Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, or other boards/commissions/committees activities that would qualify you to serve on a Village of Ruidoso (VOR) board or commission.

Lived in Lincoln County all my life
Signature: Ericka Ramos

For Office Use Only:

Appointment Date: _____

Board/Commission: Wingfield

AGENDA MEMORANDUM

Village of Ruidoso

BOARD AND COMMISSION APPOINTMENTS - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Appointment of Dhruv Bhakta, to the Workforce Housing Advisory Board.

Item Summary:

Discussion and Possible Action on Appointment of Dhruv Bhakta, to the Workforce Housing Advisory Board.

Financial Impact:

None

Item Discussion:

Appointment of Dhruv Bhakta, to the Workforce Housing Advisory Board.

Recommendations:

To Approve Appointment of Dhruv Bhakta, to the Workforce Housing Advisory Board.

ATTACHMENTS:

[Bhakta - WHAB.pdf](#)



Volunteer Application

Boards and Commissions

Date: May 29, 2025
(Applications held for 3 months)

Your Contact Information

Name: Dhruv N. Bhakta
Street Address: 25980 US Highway
City & Zip Code: Ruidoso, NM 88345
Phone Number(s): 949-291-8529 / 575-310-9057
E-Mail Address: DHURUV@DWHOSPITALITY.COM

Availability

Check your availability for volunteer service

☒ Weekday mornings	☒ Weekend mornings
☒ Weekday afternoons	☒ Weekend afternoons
☒ Weekday evenings	☒ Weekend evenings

Areas of Interests

☐ Parks and Recreation Commission	☐ Cemetery Board
☐ Keeping Ruidoso Beautiful Committee	☒ Lodgers Tax Committee
☐ RSVP Committee	☐ Planning & Zoning Committee
☐ Military 365 Committee	☐ Library Board
☐ Airport Advisory Board	☐ Natural and Cultural History Committee
☐ DWI Planning Council	☒ Workforce Housing Advisory Board

Special Skills or Qualifications

Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, or other boards/commissions/committees activities that would qualify you to serve on a

Village of Ruidoso (VOR) board or commission.

Hotel owner and operator with 20 years of experience

Signature: [Signature]

For Office Use Only:

Appointment Date: 12/09/25
[Signature]

Board/Commission: _____

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: December 9, 2025

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:

[2025.12.09 Manager's Report-Revised 2.pdf](#)

VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: December 9 , 2025

RE: Village Manager's Report

ADMINISTRATION

Christmas in the Park – Mayor Pro-Tem Salas kicked off the Christmas season on Thursday, December 4th at Wingfield Park. This event was heavily attended by our community residents and visitors. The Parks Department continues to do an incredible job organizing, lighting, and overseeing this wonderful event.



2025 Ruidoso Festival of Lights Parade - Saturday, December 6, 2025 – The Annual Festival of Lights/Parade of Lights started at 5:30 pm from Upper Sudderth, through Midtown, and concluded at

the Chamber of Commerce Parking lot. The annual event is sponsored by the Ruidoso Valley Chamber of Commerce. Following the parade, make your way to Wingfield Park for ice skating and the Christmas Lights trail. The theme for this year's parade is Muppets Christmas.



Regional Capital Outlay Legislative Hearings - The Southeastern New Mexico Economic Development District/Council of Governments scheduled Legislative hearings to obtain citizen and community comments for State Legislative Capital Outlay funding. The hearings are held throughout the five-county region covered by the Development District. Hearings are scheduled for Chavez County, Lea County, Eddy County, and Lincoln County. Local governments, community based non-for-profit organizations and others seeking assistance to acquire funding assistance for capital construction or equipment projects from the State of New Mexico Legislature were encouraged to attend the hearing in their county. The Lincoln County Legislative hearings will be held at 10:30 AM on Tuesday, December 16, 2025, at the Inn of the Mountain Gods.

2025 ICIP Projects & 2026 Legislative Session Priorities

The Village of Ruidoso has compiled a list of the top 10 capital projects adopted in the Infrastructure Capital Improvements Plan (ICIP), which includes the Village's Top 5 priority projects submitted for capital outlay dollars during the upcoming legislative session. The State of New Mexico Property Control Act defines a capital outlay project as the acquisition, improvement, alteration, or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture, and equipment. Capital outlay funding cannot be used for operating expenses; salaries; materials and supplies; events; brochures, pamphlets, and publications; or retroactive reimbursements of previous purchases.

The Top 10 Projects Include:

1. Workforce Housing
2. Bridge Replacement Projects
3. Street and Drainage Improvements
4. Sewer Line Rehabilitation
5. Sewer Line Extensions
6. Water and Sewer Line Extensions to Include Streets and Drainage
7. Removal of Trees and Water Shed Improvements
8. Damage Improvements/Flood Hazard Mitigation
9. Rio Ruidoso Restoration/Flood Hazard Mitigation.

10. Alto Dam Compliance & Improvements.

New Mexico Municipal League Announces 2026 Legislative Priorities

At the Municipal League's Annual Conference in Ruidoso in September, the League membership formally approved legislative priorities for 2026, following meetings of the League's policy committee over the summer. Legislative priorities for 2026 focus on infrastructure investment, local fiscal stability, and protecting municipal authority. The 2026 legislative session is a 30-day session, meaning that legislation is limited to budget-related bills and bills on the governor's agenda or "call," and League priorities in 30-day sessions tend to be narrower.

Key priorities for the 2026 session are:

- **Investing in Water Infrastructure:** Support for appropriations to the Water Project Fund to help close the gap between available funding and the more than \$600 million in project applications.
- **Streamlining Water Project Approvals:** Allowing the Water Trust Board to directly approve eligible Water Project Fund projects without waiting for legislative approval on specific projects, speeding up funding for shovel-ready infrastructure and avoiding costly construction delays.
- **Defending Municipal Revenues:** Opposing proposals that continue to erode municipal Gross Receipts Tax (GRT) revenues. Protecting GRT remains a top priority, as it serves as the primary source of revenue for most municipalities and is essential to funding public safety, infrastructure, and essential community services. Tax credits and deductions for industry continue to erode municipal revenues.
- **Protecting Local Decision-Making:** Defending local control against state preemption efforts that limit municipalities' ability to manage issues such as zoning, taxation, public safety, and housing policy. The League will advocate for local flexibility to craft solutions that reflect the diverse needs of New Mexico's communities.

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project - NMDOT is pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: Village of Ruidoso Roadway Maintenance Project To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.

The Village of Ruidoso's project application was approved by the State Transportation Commission on August 27, 2025, and will be included in the New Mexico Department of Transportation's FY26 TPF Program. The total estimated cost for your project is \$2,000,000.00 the Department has allocated \$1,900,000.00 in TPF funds, with a local match requirement of \$100,000.00. Grant agreement was presented to Council at the October 7th Special meeting.

Grant Award 25-J2491-3 ("Project") Five Million Three Hundred Seventy-Four Thousand Five Hundred Dollars and Zero Cents (\$5,374,500.00), for housing projects statewide – Council approved grant agreement at the October 7th Special Council meeting with NM DFA Local

Government Division in the amount (\$5,374,500). The grant scope of work is for housing projects statewide. The Village will be working closely with a housing developer on developing additional workforce housing projects.

2025 New Mexico Water Trust Board Grant Application - The Village submitted eleven (11) grant applications for the 2025-2026 Water Trust Board grant application cycle. The following projects applied for are listed below:

1. Cole Drive Waterline Replacement
2. Country Club Sewer System Improvements
3. Eagle Sewerline Relocation
4. Juniper Rd Waterline Replacement
5. Pinecliff Sewer System Improvements
6. Ranier Sewer System Improvements
7. Tank Rehab Phase III
8. Town & Country Sewer System Improvements
9. Town & Country Water System Improvements
10. Upper Canyon Flood Mitigation
11. Upper Canyon Sewerline Relocation

2025 New Mexico Colonias Infrastructure Emergency Application Presentation - The Village submitted a grant application for the 2025 Colonias Emergency Infrastructure Grant Application, in an amount of \$4,000,000. The project scope of work includes

Scope of work includes design and construct four disaster-affected roadways in the Village of Ruidoso to include pavement and base removal, installation of new pavement, base, curb and gutter, and culverts.

1. Brady Canyon Road
2. Ponderosa Drive
3. Maple Drive
4. Ash Drive

Martin Road Bridge Rehabilitation Project - The Martin Road Bridge Rehabilitation Project start date is TBD. The New Mexico Department of Transportation, District 2 Bridge crew will rehab the bridge by replacing the existing timbers and guardrails. The project has been fully designed, and materials have been ordered.

Monday with the Mayor Radio Show - Mayor Crawford continues the Radio Show on 1490 AM & 99.1 FM KRUI (The Mountain) on Monday mornings at 8:00 a.m. Mayor Crawford invites Elected Officials, the Village Manager and other Department Directors/Managers or Supervisors, and Special Guests to participate with him as he informs the community of activities, events, projects, and any other additional Village information. Mayor Crawford also reports on the outcome and decisions made in the Council meetings and has had citizens call in with questions or comments. This has been an excellent program promoting the teamwork and leadership of the Governing Body and staff.

New Mexico 2025 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay Requests - As approved by the Council in the ICIP, the Village submitted a total of Six (6) 2025 Capital Outlay request forms for project funding consideration. The Village had one (1) Capital Outlay Project approved during the Legislative Session.

- Removal of Trees & Water Shed Improvements (\$750,000) Grant Agreement received for final signatures.

U.S. Department of Commerce Invests \$2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a \$2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. The Village was awarded a Department of Finance and Administration Matching Grant Award for the EDA Grant, in the amount of \$465,600.00.

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project. - Task Orders were issued and approved by the Council to Bohannon Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S. Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project - Task Orders were issued and approved by the Council to Stantec, for professional engineering services related to the grant project. The grant funds will be used to design a complete plan set and studies needed for construction bids to construct the plans. This grant design will include the following:

- Lighting
- Landscaping
- Redeveloped Roundabout
- Survey Work
- Drainage Study
- Signage
- Traffic Study to Support A Road Diet
- Proper Grading on the Pavement Will Be Needed to Correct Water Runoff Issues
- Curb & Gutters
- Driveway Aprons
- Sidewalks
- Drop Inlets
- Bump-Outs for Large Gateway Signage

603 Housing Development Project - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units.

603 Mechem-Work in Progress - White Sands Construction crews have poured the curbs around unit B and E. The other units are being prepared for concrete, and Unit H and I curb has been poured. La Luz paving is working around the backs of the retaining walls to build the berms. All the excavation is completed and now working on the gravel beds. Rymarc has completed driveway entrance and fencing contractor will commence following the retaining wall work.

Landscaping start-time is to be determined. The project will also require some site work finished before landscaping can start., and will utilize millings from the Cutler Repaving project to build the project roadways

EyeOnWater Software - The Village of Ruidoso has offered water customers access to software called EyeOnWater, which has an incredibly positive impact on our property owners. EyeOnWater is

consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit <http://eyeonwater.com/signup> to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (<http://Ruidoso-nm.gov>), or you can call the Village Hall at (575) 258-4343.

Fats, Oils, and Grease (FOG)- Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.

The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.

VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

- Do not dump cooking oil, fat, or grease into the kitchen sink or toilet.
- Do not use hot water and soap to wash grease down the drain because it will cool and harden in your pipes or in the sewer down the line.
- Do place cooked oil and meat fats in a sealed container and discard small quantities in your garbage.
- Do use paper towels to wipe residual grease or oil off of dishes, pots and pans prior to washing them.

With your continued assistance, we can prevent unnecessary service disruptions for residents and businesses.

PROJECT: Water Conservation – Public Awareness

Purpose:

- Combat the negative connotation of the Level 5 Water Restrictions
- Combat the negative connotation of the appearance of the water post-Little Bear Fire
- Encourage locals and visitors alike to engage in water conservation
- Increase awareness regarding the importance of water conservation in Ruidoso – especially post-Little Bear Fire
- Provide people with tips/helpful information on easy ways to conserve
- Ruidoso's water supply

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the water restrictions (beginning today and ending when all parties agree it is no longer necessary)
- Design a flyer to send home with RMSD students
- Send "village ambassadors" to all service club meetings within the next month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water

- conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank
- Installing a shut-off valve

AIRPORT

2024/2025 Operations

276 /311 Up 12.68%

2024 / 2025 Jet A Fuel

12706 / 4868 Down 61.68%

2024 / 2025 100LL Fuel

1603 / 1430 Down 10.79%

- There were 6 medical transports.
- There were 0 Military Operations.
- 11/04 Airport Manager attended Council Workshop Meeting.
- 11/04 - 06 Airport Manager & Airport Supervisor attended an Aviation Training Academy in Albuquerque.
- 11/07 Airport Manager attended the Airport Managers Meeting in Albuquerque.
- 11/10 Airport Manager attended Council Meeting.
- 11/12 Airport Manager attended the Monsoon Season 2025 After Action Meeting.
- 11/13 Airport Manager Attended CPR/AED Training.
- 11/17 Airport Manager Attended the Comprehensive Plan Kickoff Meeting.
- 11/18 Airport Manager attended the Village Snow and Ice Plan Review at the EOC

Receipt Date	Avgas 100LL	Jet A Fuel with FSII Additive	Avg W/S	Max W/S	Operations	Day
1-Nov-25	6.6	242	6	14	6	Sa
2-Nov-25	48.5	693	8.8	16	12	Su
3-Nov-25	47	234	8.1	20	9	Mo
4-Nov-25	28.2	100	10	23	7	Tu
5-Nov-25	36.2	0	7.9	14	8	We
6-Nov-25	5	180	7.4	15	7	Th
7-Nov-25	37.7	0	9	16	12	Fr
8-Nov-25	73.3	150	10.7	18	14	Sa
9-Nov-25	31	238	6.5	13	10	Su
10-Nov-25	34.4	0	6.8	13	5	Mo
11-Nov-25	51.3	140	10.1	21	9	Tu
12-Nov-25	32.5	130	6.7	14	8	We
13-Nov-25	55.5	0	7.9	20	18	Th
14-Nov-25	11.6	100	9.1	20	6	Fr

15-Nov-25	10	100	9.2	16	6	Sa
16-Nov-25	74.3	464	11.2	30	10	Su
17-Nov-25	94.2	0	7.4	16	3	Mo
18-Nov-25	5.3	113	7.8	18	10	Tu
19-Nov-25	25.4	100	10.1	23	19	We
20-Nov-25	0	200	8.4	32	5	Th
21-Nov-25	15.5	415	5.4	12	32	Fr
22-Nov-25	87.1	0	7.3	15	9	Sa
23-Nov-25	0	150	12.7	28	4	Su
24-Nov-25	165.1	350	10.3	24	14	Mo
25-Nov-25	68.2	172	9.4	17	17	Tu
26-Nov-25	47.2	100	6.4	17	15	We
27-Nov-25	0	0	5.8	12	2	Th
28-Nov-25	190.3	0	5.3	17	16	Fr
29-Nov-25	100.5	100	10	17	9	Sa
30-Nov-25	47.6	397	7.9	18	9	Su
	1429.5	4868			311	

Month	Jet A	100LL	Cumulative
January	6866	1176	8042
February	8622	1338	9960
March	7010	1033	8043
April	10684	1314	11,998
May	13389	1858	15247
June	22,874	1880	24,754
July	18,416	1993	20,409
August	21010	2754	23,774
September	17203	3249	20,452
October	15822	1865	17,587
November	4868	1430	6,298
December			
Total	146,764	19,890	166,564

CLERK

- Staff coordinated with various Village of Ruidoso Departments and processed sixteen (16) requests for public information during November 2025. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed,

staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Clerk's office successfully implemented Peak Agenda for October Council meetings.
- Clerk and Deputy Clerk attended the Comprehensive Plan Kick Off meeting.
- Deputy Clerk attended the Comprehensive Plan Public meeting.

COMMUNITY DEVELOPMENT

Planning Commission:

The regular meeting for November 4, 2025. The following items were heard:

- a) Conditional Use Case # CU2025-102-Consideration of granting a Conditional Use for Cannabis Manufacturer Type 1, repackaging of cannabis items only on property zoned C-2, Community Commercial District to MThomas, LLC at 412 Mechem Drive, Lot 5, Block 2 of the Hamilton Terrace Subdivision. APPROVED

The next regular meeting is on December 2, 2025.

Workforce Housing Advisory Board

The Board convened on November 20 and received updates on 603 Mechem Drive, Elk Meadows, and the Comprehensive Plan Update.

The next Regular scheduled meeting is Thursday, January 22, 2026.

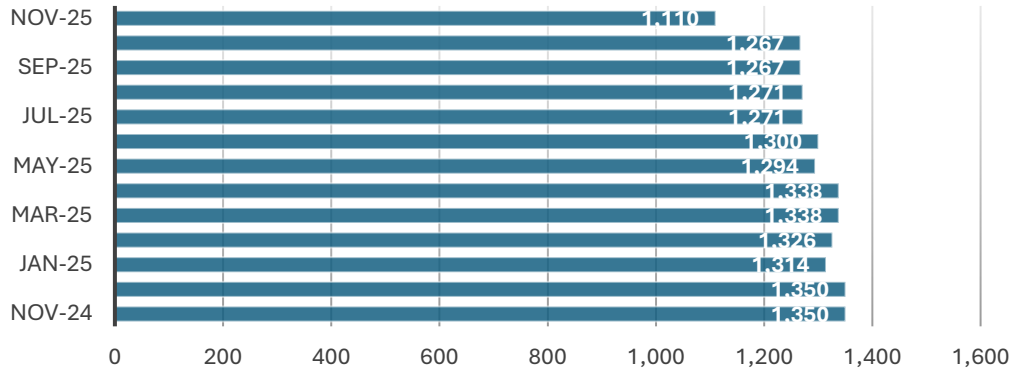
Re-Addressing Update:

The re-addressing and renaming of roads are on hold for 18 months due to the South Fork, Salt Fire, and flood events. Chris Camacho will continue reviewing the data within the grids, and we will collaborate closely with the Streets, Water, and Solid Waste departments to identify any anomalies in the field that may not be reflected in the GIS data. Our focus will be on identifying duplicate road names. The identified roads are currently being reviewed to determine which names might be compatible with the areas requiring renaming efforts. The Address Committee will meet to evaluate a proposal of three names. Additionally, we will collaborate with the Public Information Officer (PIO) to develop an online survey to expedite the response process from property owners in the affected areas.

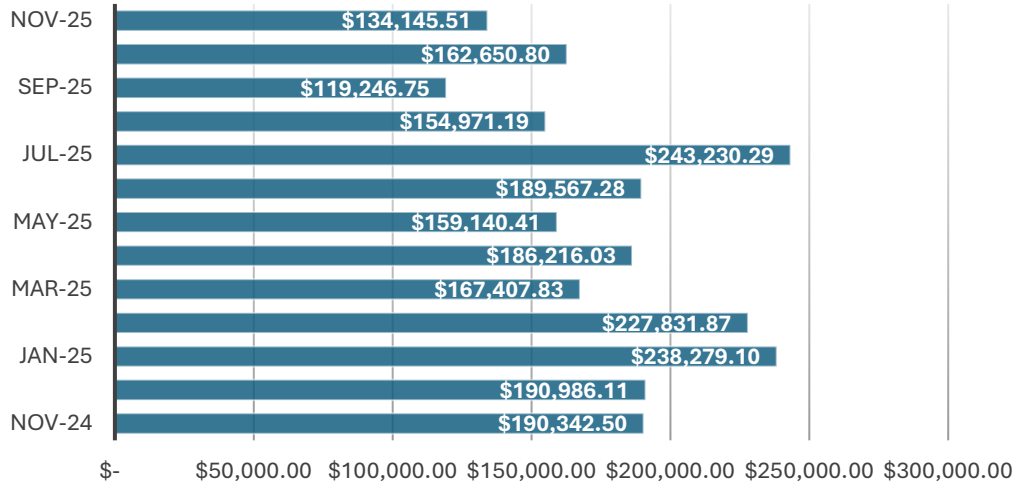
Short Term Rentals

The numbers for this month have increased but are not 100% accurate due to the ongoing configuration of the new software system. The number of STR permits reflects those that have been verified by both Village staff and Deckard. We believe the actual number of both permitted and unpermitted properties to be higher. Lodgers tax amounts will likely increase once the system is fully operational. Until the setup is complete, we will continue to **waive all late fees and penalties**.

STR Permits



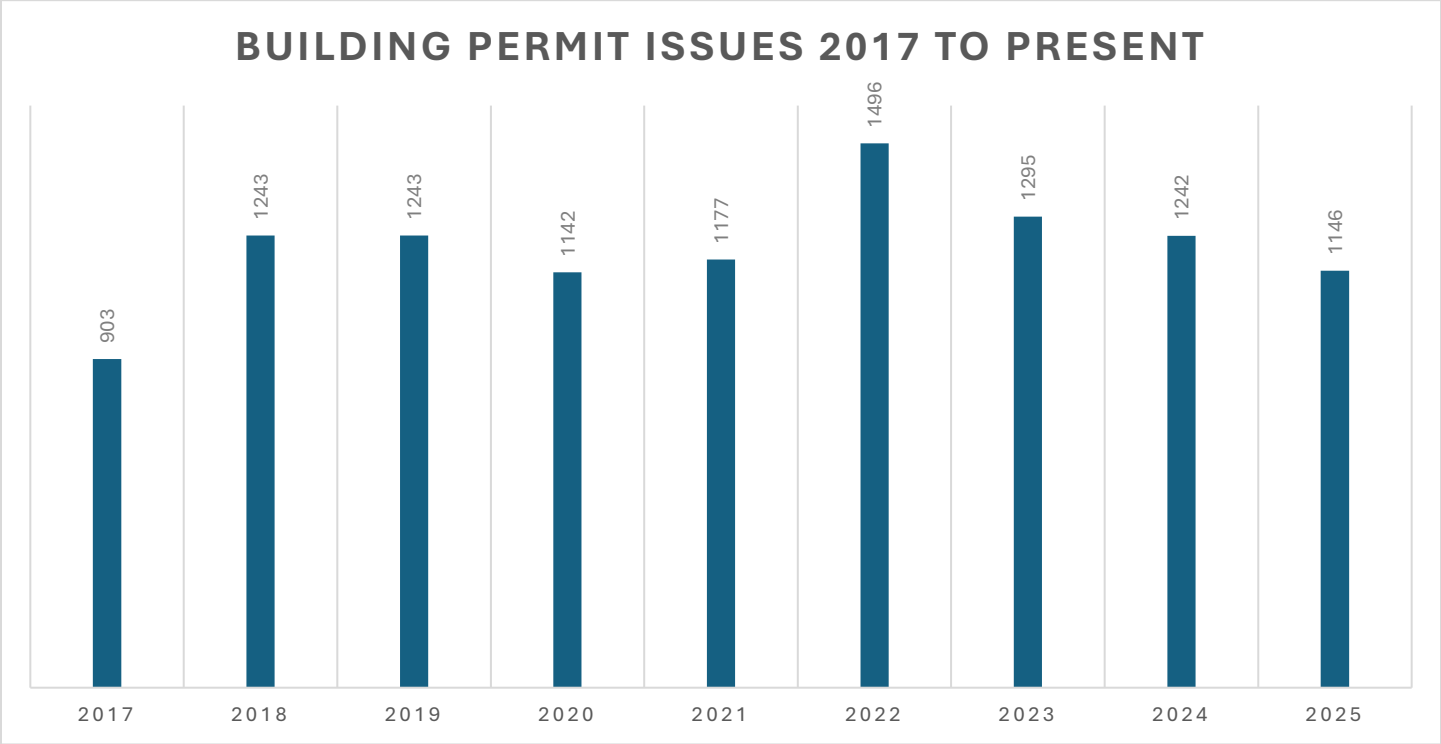
Lodgers Tax Remittance



Inspection Tallies

	TOTAL	Electrical	Building	Plumbing	Mechanical	Red Tag
Commercial	36 (20 Pass 16 Fail)	8	12	8	6	
Residential	220 (176 Pass 44 Fail)	48	104	40	22	6
Business	2 (2 Pass 0 Fail)					
STR Inspections	52 (52 Pass)					

Number of Permits Issued 2024 vs 2025		
MONTH	2024	2025
January	80	89
February	112	74
March	98	116
April	109	113
May	100	124
June	76	110
July	117	117
August	93	107
September	183	99
October	103	112
November	99	86
December	72	
TOTAL	1242	1146



Business Registrations Issued:

NEW BUSINESS REGISTRATION NOVEMBER 2025			
BUSINESS #	NAME	LOCATION	BUSINESS TYPE
BR2025-334	DOSO DOGGIES	1009 Mechem Dr. Ste. 3	Dog Grooming
BR2025-335	STATE HOME BUILDERS & HVAC	Out of Town	General Contractor
BR20235-343	RoadRunner Landscaping LLC	Out of Town	Landscaping

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Oct. 30-Nov. 2, 2025	A Christmas Affair	1200
Nov. 4, 2025	Local Election	566
Nov. 4-7, 2025	NM Law Enforcement Conference	225
Nov. 8, 2025	Garcia Quinceanera	500
Nov. 10, 2025	Academic Awards Ceremony	800
Nov. 11-16, 2025	Christmas Jubilee	4100
Nov. 19-20, 2025	NM Vegetation Management Assn.	100
Nov. 20, 2025	Ruidoso/Lincoln County Realtors	97
Nov. 21-23, 2025	Ruidoso Evening Lions Gun show	740

UPCOMING

- | | |
|-------------------------|---------------|
| 1. D.A.R.E. Training | December 1-12 |
| 2. Constant Associates | December 2 |
| 3. VOR-Christmas Party | December 5 |
| 4. Dosch Birthday Party | December 6 |
| 5. Mayors Mixer | December 11 |

EVENTS & STRATEGIC PARTNERESHIPS

- Hosting the XTERRA site Tour Visit this week for World Championships.
- Working with IRONMAN production team on upcoming triathlon.
- Finalizing the Ruidoso Docuseries movie with the director.

FINANCE

Finance Department:

- Council monthly reports for November (Period 0 FY 2026) will be available by mid-December.

October 2025 Benchmarks:

GRT Revenue up 17.56% from PY (\$1,263,059 increase).

Gasoline Tax Revenue up 8.07% from PY (\$2,907 increase)

Lodgers' Tax Revenue up 20.73% from PY (\$116,539 increase)

Monthly Council reports are available on the Village website.

There were three (3) project worksheets (PW) approved for the McBride Fire for a total of \$423,169.54 in funding. Received \$376,350.90 in Federal Funds and total outstanding \$46,818.64 (State). Waiting on instructions on how to move forward to receive other funding.

FEMA PW155 Sewer Line was officially closed out on 11/07/25. The Village is awaiting receipt of outstanding funds due from the State \$2,572,214.32.

The Village has reconciled the state and federal portions of expenditures associated with PWs associated with the bridges and is awaiting reimbursement of expenditures incurred through 12/31/24 and equal \$2,049,199.54.

- Due to federal delay of the Audit compliance guide, audits are now due in January 2026. Staff continues to work on ending account balances.
- The Village received \$128,666.70 on PW 21, Upper Canyon Culverts, on 1/12/25 for Permanent Work for 4795DR-NM (Southfork Fire).
- Colin Bell, Assistant Finance Director, has started and is learning to reconcile the bank account and create the daily deposit. He will also begin learning how to process journal entries, budget adjustments, and monthly reporting.

Outstanding legislative appropriations and grants:

- Recreation (23-H3061) \$363,140.97
- Affordable Housing (25-J2491) \$5,374,500
- Veteran's Conference Center (24-I2993) \$450,000.00
- Watershed Thinning (24-I2997) \$500,000.00
- Flood Damaged Roads, Bridges, Infrastructure (A23H2521) \$386,667.45
- Lift Station Infrastructure (24-I2489-3) \$2,029,161.71
- Sewer Line at Racetrack (24-I2489-2) \$1,022,114.51
- Emergency McDaniel Bridge (25-J2492-2) \$25,900.27
- Emergency RWWTP (25-J2490-1) \$340,513.42
- Emergency Upper Canyon (25-J2490-3) \$932,000.00
- Thinning (25-J3023) \$750,000.00
- Surrender Box (22-G2444-17) \$10,000.00

Waiting on reimbursement for the following:

- Lift Station Infrastructure (24-I2489-3) \$23,521.76
- Sewer Line at Racetrack (24-I2489-2) \$44,434.79
- Emergency RWWTP (25-J2490-1) \$321,057.23
- Flood Damaged Roads, Bridges, Infrastructure (A23H2521) \$415,356.88

Utility Billing

- Utility Billing continues to audit accounts for high balances, credits and service charges.
- Department attended three (3) PACE training sessions with Tyler during November and learned some shortcuts associated with the monthly billing process.
- Department Statistics:
 - NOVEMBER 2025
 - Lien Letters Sent Out: 0
 - Lien Request Sent to Village Clerk: 0
 - Payment Arrangements Process: 7
 - Leaks: 30
 - Work Orders: 281
 - Shut-Offs: 12

IT

- **Expiration of support of Windows 10** IT has addressed most known computers that could be upgraded from Windows 10 software to Windows 11. Projected is considered complete.
- **Phone System** - Windstream - has completed the process of upgrading the phone system. Departments are still working with Andrew on programming changes.
- **Phone Redundancy** Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.
- **Long Term Capital Replacement Calendar** Identify all major IT equipment and replacement schedule with funding. No change - progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	4.56	114	1949.20	48,730
Library	1.92	48	130.14	3253
Village Hall	3.68	92	36.60	914
Horton EOC	1.96	49	542.80	13570

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
RWWTP Solar Project	Holt Renewables	Broke Ground
603 Mechem Housing	<u>Homespot</u>	White Mountain Construction is at the site.
Lift Station Rehabilitations	James, Cooke, & Hobson, Inc	White Mountain changed to sewer line extension/No progress as of 11/3
Tank Restoration Phase I	D&R Tank Company	D & R will start disinfecting. Nov 3 Final Completion
Upper Canyon Surface Diversion	Spartan	Vault should be placed next week
River Well Rehabilitation	John Showmaker	Chiller moved back

Project Progress Highlight: Cree Meadows Culver Replacement



Contractor: Rymarc
Project Budget: \$96,685.00
Funding: Environmental GRT (SGRT Fund #202)

Procurement Activities:

Purchase Order Summary Report

November 2025: 258 Count	November Value: \$4,021,428.71
FY26 Issued YTD: 2,011 Count	Total Value: \$46,339,811.59

RFP #2026-004P Automated Traffic Enforcement System

Advertisement for RFP #2026-004P will start 11/06/2025. No proposal conference will be held. Proposals will be due on 11/26/2025. Award and Contract are TBD.

RFP #2026-005P Drone Light Show

Advertisement for RFP #2026-005P will start 11/06/2025. No proposal conference will be held. Proposals will be due on 12/03/2025. Award and Contract are TBD.

FIRE

We remain in Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 28.



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

1. Charcoal briquets and outdoor burning stoves are prohibited on all public and private property.
2. UL/fm-approved gas and pellet cooking devices are permitted but must be attended at all times.
3. Smoking outdoors is prohibited on public and private property, except inside an enclosed vehicle or building, unless in areas specifically approved by the fire marshal.
4. Fireworks are strictly prohibited by state law.
5. Campfires are prohibited on all public and private property.
6. Operating a chainsaw or other equipment powered by an internal combustion engine is permitted only if equipped with a properly installed, maintained, and functional spark arrestor. Local fire stations are available for inspections if needed.
7. Welding or using acetylene or other open-flame torches as part of a profession (e.g., hot tar roofing, driveway sealing) is allowed with a valid permit issued by the fire marshal. **ALL PERMITS ARE SUSPENDED ON HIGH WIND, FIRE WATCH, OR RED FLAG DAYS.**
8. All issued fire pit permits are temporarily suspended until extreme drought conditions subside. Permit holders will be notified via email when restrictions are lifted, and fire conditions return to level I. Permits will remain valid until their original expiration dates.

**CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON ANY CHANGES
THANK YOU FOR YOUR COOPERATION**

**IF YOU HEAR THE OUTDOOR WARNING SIRENS:
TUNE INTO 1490AM OR VISIT WWW.RUIDOSO-NM.GOV/EMERGENCY-INFORMATION
IMMEDIATELY FOR FURTHER INSTRUCTIONS**


Cade Hall, Fire Chief
Ruidoso Fire Department

- There were 165 calls ran from Oct. 1, 2025 – Oct. 31, 2025. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.
- Nov. 3rd Ruidoso Fire hosted IFSAC Officer 2 class @ station 1
- Nov. 4th Ruidoso Fire hosted IFSAC Officer 2 class @ station 1, Attended Council workshop
- Nov. 5th Ruidoso Fire hosted IFSAC Officer 2 class @ station 1, Firefighters held a fire prevention class at the community center for 5 year old kids, Sierra Blanca Wildfire Academy meeting attended.
- Nov. 6th Ruidoso Fire hosted IFSAC Officer 2 class @ station 1
- Nov. 7th Ruidoso Fire hosted IFSAC Officer 2 class @ station 1
- Nov. 8th Firefighters conducted a fire prevention for the Wingfield heritage house.
- Nov. 9th Firefighters assisted with the toy run @ 134 Sudderth Dr.
- Nov. 10th Council Meeting, Wildland Urban Interface meeting attended @ county copper mountain station.
- Nov. 12th Monsoon Season AAR, PNM PSPS table top in ABQ.
- Nov. 13th PNM PSPS table top in ABQ., FEMA site visit @ station 2 606 White Mountain Dr., Full CPR class was held @ Station 1, Capital Projects meeting attended, Directors Meeting attended.
- Nov. 14th Set up for the Christmas Jubilee, Lt. promotions held,

- Nov. 15th Attended Christmas jubilee
- Nov. 16th Attended Christmas jubilee
- Nov. 17th Fire Extinguisher training hosted for employees @ Fire Station 2, Comprehensive plan kick off meeting,
- Nov. 18th Served Thanksgiving Lunch @ Sierra Vista Primary School, Attended Red Cross Community Partnership meeting, Attended snow and ice planning meeting.
- Nov. 19th Conducted Fire department firefighter testing, Siddens Martin Working on E-2, Attended Sierra Blanca Wildfire Academy Meeting, Attended Consolidated dispatch meeting.
- Nov. 20th Served Thanksgiving Lunch @ Sierra Vista Primary School, Ruidoso Siren Project meeting attended.
- Nov. 21st Served Thanksgiving Lunch @ White Mountain Elementary School, Had E-1 and E-3 go out of service and had to be taken to Las Cruces to get worked on.
- Nov. 24th Hosted a Fire extinguisher training for village employees @ station 2, Attended a Wildland Urban Interface meeting @ the county Copper Ridge Station.
- Nov. 25th Attended Special council meeting.
- Nov. 29th Attended the Turkey Trot @ the links.

FORESTRY

	Fiscal year	This Period
Forestry Current Activities Report	25/26	11/1-11/30 2025
Item		
Hazard Tree Removal:		
private property	185	31
village property	47	16
Public Service Visits, Insects/Disease/Misc	54	7
Permits issued for Tree Removal (20" plus)	17	1
Private Property Compliance:		
initial Inspection and Fire Hazard Rating	492	67
final inspection for Certification	483	64
acres completed	210.39	28.55
New Construction :		
initial Inspection and Fire Hazard Rating	8	1
final Inspection and Approval	2	
New Construction Permitting Fees :		
forestry	\$800	\$100
solid waste	\$900	\$0
Village property Treated:		
250 acres signed up in Camelot for the Barrier Project		

140 tree removal from Forest Lawn Cemetery contracted		
200 landowners referred to Court.		

HUMAN RESOURCES

HR News

- The HR Team continues to hire and fill positions throughout the Village. We also hired 11 temporary employees for the ice rink operations.
- New Hires to be recognized in the December meeting are as follows:
 - James Triplett- Youth/Adult Services Coordinator effective 11/3/2025
 - Derek Vega- Utility Warehouse Technician effective 11/3/2025
 - Colin Bell- Assistant Finance Director effective 11/17/2025
 - Jason Janopoulos- Deputy Police Chief effective 11/17/2025
 - Marisela Peralta- Community Center Technician effective 11/17/2025
 - Alisha Garcia- Telecommunications Officer effective 12/1/2025
 - Leonard Weir- Deputy Emergency Manager effective 12/1/2025
- Employees who have been promoted:
 - Javier Arellano- Street Foreman effective 11/17/2025
 - Price Bowen- Fire Lieutenant effective 11/17/2025
 - Alec Davis- Fire Lieutenant effective 11/17/2025
 - Anthony Nanz- Fire Lieutenant effective 11/17/2025
 - Mario Ramirez- Street Heavy Equipment Operator effective 11/17/2025
- Employees who are retiring:
 - David Tetreault
 - Jerome McTeigue
 - Kathy Richardson
 - Randy Koehn

Employee Committee News

- The committee is busy planning the Annual Employee Christmas Party which will be held on Friday December 5, 2025, and the Festival of Lights Parade which will be held on Saturday December 6, 2025.

Safety

- Defensive Driving (DDC) and Accident Investigation classes were held on 1/14/2025 with 3 employees in attendance.
- NMML Health Hazards in Construction class canceled for November
- Attended and assisted the RWWTP safety class on the proper fitting of safety harness.
- Working with Fire Department, Water Department, Solid Waste, Parks and Rec and RWWTP on completing the Hep A & B paperwork
- Defensive Driving class and Accident and Backing class will be held on December 19, 2025.
- January 2026 Defensive Driving class and Accident and Backing class will be held on January 10, 2026 at the Horton Classroom.
- There will be a class in January for 30-hour OSHA for those employees that need to attend. The class will be 30 hours being held at the Horton classroom.
- No classes scheduled for NMML for February 2026.

- February 2026 Defensive Driving class and Accident and Backing class will be held on February 13,2026 at the Horton Classroom.

Safety Inspections and walkthroughs:

- Water Production 11/05/2025
- Library 11/05/2025
- Village Hall 11/05/2025
- Treatment Plant 11/06/2025
- Street Department 11/06/2025
- Horton Complex 11/06/2025
- Police Department 11/10/2025
- Water Distribution 11/10/2025
- Solid waste 11/19/2025
- Airport 11/19/2025
- Museum 11/20/2025
- Community Center 11/20/2025
- Convention Center 11/20/2025
- Museum 10/13/2025
- Community Center 10/13/2025
- Solid waste 10/20/2025
- Airport 10/20/2025
- Convention Center 10/23/2025

LIBRARY

GENERAL INFORMATION:

- The Friends of the Ruidoso Public Library Board met November 4th they will meet again on January 6th at 4 pm in the Library Conference Room.
- The Ruidoso Public Library Advisory Board met on November 5th they will meet again on January 7th at 12 pm in the Library Conference Room.
- The Library Manager attended the After-Action Meeting for the 2025 Monsoon meeting on November 12th.
- The Library Manager attended the November Village Council Meeting.
- The Library Manager attended the November Director/Manager meeting.
- The Library Manager attended the Special Council Meeting on November 25th.
- The Library Manager attended weekly Team Huddles in the Executive Conference Room.
- Some staff attended Fire Extinguisher and CPR training.
- The Library Manager completed her Generative AI Course through Infopeople in November.
- The Library Staff finished their Infopeople Courses in November.
- The Youth Services Librarian began her class at Pueblo Community College in August. She will take 3 library science classes. After classes are passed and completed she will be able to apply for her NM Class I Library Certification by December 2026.
- Staff attended the weekly Safety Meetings at Village Hall on Friday mornings.

- Participate in our Angel Tree Program in Collaboration with the Ruidoso Municipal Schools!



The Angel Tree



How It Works:

Pick up a numbered tag from the Angel Tree located upstairs in the right hand corner of the elevator area.

Purchase a present(s) for the boy or girl on the tag.

Wrap the present.

Return the wrapped present with the identifying tag to the library before Saturday, December 13th by 2 pm.

The School will distribute the presents to the children before they go on Christmas Break.

(A collaborative effort with Ruidoso Municipal Schools)

www.ruidosolibrary.org

- The Friends of the Library Book Shoppe is having a book sale through Christmas Eve!



Outreach Services:

- The Library Manager continues to meet every two weeks with The Agency to discuss marketing for the library.
- The Van Wrap will be done December 8th through 12th.



- The Youth Services Librarian read to children at the Christmas Jubilee on November 15th.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, November 4th from 9 am to 12 pm. Their next monthly visit will be December 2nd.
- Daughters of the American Revolution, Sierra Blanca Chapter meet on the first Wednesday of the month at 12:30 in the Conference Room.
- Nicole with HUB is here on the third Thursday of the month from 9 am to 12 pm to help employees with Insurance Questions.
- The Library Supervisor developed and put on an Adult Escape Room called "The Gobble of Doom" on November 21st and 22nd with approximately 26 attendees.



- Friends of the Wingfield Heritage House Museum meet here every 4th Friday at 10 am.
- The Library has partnered with the Museum Manager for a History Book Club called Time Turners. They will meet the second Thursday of each month at 12:30 pm in the Library Conference Room. November's book was:



- Adult Displays for November:
- Thanksgiving All You Can Read



- Indigenous Voices



Youth Services:

- Youth Services planned and executed three Baby and Me Programs with 25 attendees. The Baby and Me Storytime will be suspended until February or March of 2026.
- Youth Services planned and executed four Story Times with 127 total attendees. Story Time is at 10:30 am on Wednesdays.
- Youth Services planned and executed a Teen Program in November with 2 attendees.
- Youth Services planned and executed a Children's Program in November with 27 attendees.
- The Montessori School had library visits on Wednesday's at 9:30 am with a total of 130 attendees.
- Youth Services Displays in November:

Veteran's



Aviation Month



ON-GOING PROJECTS:

- The Library Manager is working on logging the Ted Bonnell Donation.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- Continuing to catalog and process adult and youth materials for placement on new shelf.
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Collection Development for Adult and Youth materials.

- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Facilities upgrades:
Replacement of water fountains both upstairs and downstairs.
Installation of TV/Monitor and microcomputer to upgrade children's classroom.
Working on getting quotes for carpeting for upstairs.

STATISTICS:

- Library material checkouts were 2,630 and check ins were 2,582.
- Visitors total were 7,649.
- We issued a total of 25 new cards and updated 107 cards.
- Overdrive checkouts were approximately 1,035. We had approximately 9 new users. There were 536 holds for e-audios and 344 holds for e-books, and we had 64 holds for print materials.
- Database usage from Catalog Page: El Portal 5; Pebble Go/Next 1; Mango 8, Libby 19, Heritage Quest 6, NM News Plus 13, Guttenberg Project 6, and Tumblebooks 3.
- Reference questions totaled .
- Computer users totaled 249.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 475 times by 88 unique users.
- We added 76 material items.
- We had 9 Interlibrary Loan requests, and 9 books have been received.
- There were 802 external catalog searches, 1,121 internal searches by 209 unique users.
- There were approximately 11,497 actions performed in our Biblionix Integrated Library Software.

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2024-2025														
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECKOUT														
Adult Books		1,157	1,207	1,223	992	901								
Juvenile Books		1,645	1,538	1,539	1,630	1,242								
Adult Media		283	340	354	284	272								
Juvenile Media		175	159	149	138	118								
Library Use		14	15	18	18	10								
Paperbacks		25	31	63	96	87								
Check Ins		3,633	3,162	3,136	3088	2582								
Total Books & Media		6,932	6,452	6,482	6,246	5,212	0	0	0	0	0	0	0	31,324
Tumble books		7	222	620	831	270								
Overdrive		713	737	1302	1315	1035								
Total E Collection		720	959	1922	2146	1305	0	0	0	0	0	0	0	7052
Total Circulation		7,652	7,411	8,404	8,392	6,517	0	0	0	0	0	0	0	31,324
CIRCULATION OPERATION														
Days Open		24	26	25	26	21								
Hours Open		184	188	188	192	152								
Reference		1,677	2325	2022	2157	1628								
New Cards		39	42	75	40	25								
Patron Updates		152	125	166	129	107								
Tours		0	0	2	128	0								
Library Conference Rm		44	85	77	89	65								
Classroom		0	0	0	5	42								
Archive Room		41	39	3	9	103								
Gate Count		5218	6136	6267	5546	5506								
Total Patron Visits		7,379	8,966	8,825	8,321	7,649	0	0	0	0	0	0	0	41,140
ILL Requests		15	18	19	20	9								
ILL Borrowed Items		15	18	19	20	9								
COLLECTION														
New Books Added		38	226	132	159	68								
Audiobooks Added		0	6	3	3	6								
DVDs Added		2	18	3	9	2								
Total Items Added		40	250	138	171	76	0	0	0	0	0	0	0	675
Items Discarded		86	144	92	144	21								
PROGRAMMING														
Children's Programs 0-5		3	0	9	9	7								
Children's Attendance 0-5		120	0	164	174	152								
Children's Programs 6-11		1	0	1	3	1								
Children's Attendance 6-11		25	0	22	705	27								
Teen Programs 12-18 y		1	0	1	4	1								
Teen Attendance 12 -18 y		1	0	2	69	2								
YS Passive Programs		3	2	2	5	4								
YS Passive Participating		120	81	158	115	57								
Adult Programs		1	3	2	4	2								
Adult Attendance		4	107	63	895	25								
TECHNOLOGY USAGE														
Public Computers		212	243	252	202	249								
Wi-Fi		47	50	59	55	48								
COMMUNITY OUTREACH														
Volunteer Hrs (Adult)		35	132.5	116	135.5	187								
Volunteer Hrs (Teen)		0	0	0	0	0								
Total Volunteer Hrs		35	132.5	116	135.5	187	0	0	0	0	0	0	0	0
ONLINE RESOURCE														
Brainfuse/Help Now		0	0	0	0	0								
Brainfuse/Job Now		0	0	0	0	0								
Heritage Quest		15	0	0	11	104								
Mango Languages		2	9	9	7	14								
Pebble Go/PebbleGoNow		0	0	3	5	0								
Niche Academy		2	42	0	1	0								

PARKS AND RECREATION

Ruidoso Schools MOU MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (33-man hours White Mtn.) \$924.00 personnel.

Total Supplies \$50.00

Water - November
Gavilan Water Bill \$149.31
White Mountain Water Bill \$62.59
White Mountain Electric Bill-November \$157.26
Personnel \$924.00



Photo Courtesy Mark Sambaugh

\$1,343.16

33

TOTAL HOURS



Parks and Facilities PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1200-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 24-man hours.
- Staff put up Christmas Decorations prepping for Christmas in the Park Dec. 4th, 640-man hours.
- Staff mowed and weed eated parks, 192-man hours.
- Staff moved docks, 10-man hours.
- Staff worked the Halloween event in Midtown, 40-man - hours.
- Staff installed the Ice-Skating Rink, 104-man hours.
- Staff planted 6 trees in Parks, 24-man hours.



M. Sambaugh

2,234

TOTAL HOURS

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee Meeting was held November 10th.
- Keep Ruidoso Beautiful Cleaned their Adopt-A-Mile.
- Park staff removed graffiti, stickers and picked up trash, 24-man hours.
- Staff planted 6 trees in Parks, 24-man hours.

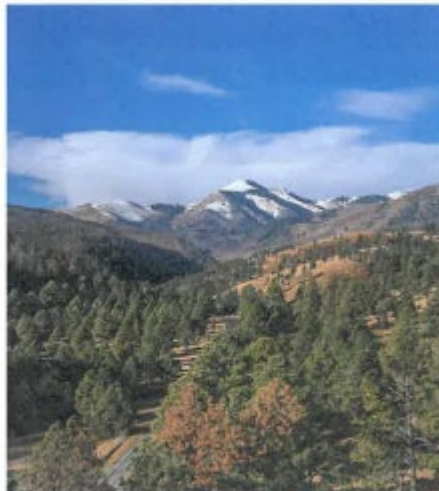


Photo Courtesy Mark Stambaugh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- We started November off with continuing and finishing off our Youth Volleyball league on November 15th at the Horton Gyms, with both the 10U Grizzlies team and the 14U Innit team taking home the championship plaques.
- 6U and 8U Youth Basketball practices started the week after volleyball, with a total of 147 kids playing across 20 teams. The 8U division has 11 teams and the 6U has 9 teams.
- We successfully hosted another Turkey Trot 5K on the 29th with approximately 160 participants enrolled, which beats our old record of 118 participants. Some of the staff even joined in the run!
- The Ice Rink was in the works with staff watering the ice for a few weeks, and it finally kicked off on the 29th with temporary staff supporting the rink.



RUIDOSO
— PARKS & RECREATION —
LAYING IN NATURE'S PLAYGROUND

PROGRAMS & ACTIVITIES

Public Pool Update

- Chemical controller, pumps and impellers are shut down and drained.
- Pumps and impellers are started frequently to prevent seizing up.
- The pump room heater was repaired and started up.
- The pool is partially chlorinated, drained and was covered up for the winter.
- Outdoor furniture are stored inside the facility for the off-season.
- The climbing wall was repaired and is stored for the winter.
- The main circulation pump has a leak and needs to be checked and repaired.
- A new pool filter tank is required for the 2026 season. Quotes were received and the new vendor / welder will start working on it soon.
- Outside door covers were installed to keep the cold out.



Community Center

Center Sessions and RSVP Activities

- The Ruidoso Community Center's Retired and Senior Volunteer Program along with American Legion Auxiliary Jerome Don Klein Post 79 hosted the annual Veteran's Flag Raising Event on November 11th. The day was clear and warm and the event went off with a bang. There were over 120 people in attendance and the flag raising turned out awesome. Allen Brady, who is associated with Vietnam Veterans of America, held a nice ceremony while hosting a prayer following the National Anthem by saxophone player Les Krause. The Ruidoso Fire Department sounded sirens from the fire trucks as the flag went up and the event was honored to have Ruidoso Police, the Village of Ruidoso Mayor, some Councilors, and Managers. Parks & Recreation Director and Deputy Director were also there to represent such a great event. All attendees were invited to a potluck and menudo lunch prepared by the American Legion Auxiliary Jerome Don Klein Post 79 crew. Dremma Pizza donated a huge amount of pizzas, K-Bobs donated a lot of burgers, and Walman donated a large cake. Parks & Recreation crew cleaned up the area making the ceremony look awesome for the public. This has always been a great event honoring those Veterans who served to protect our country and its citizens. Staff look forward for many more to come.
- Community Center/RSVP staff are gearing up for a Christmas Recognition Social that will take place on December 12th at the Ruidoso High School. Teepee Lounge will be hosting this event, and all RSVP volunteers are invited to come and attend. This recognition event is to honor those that serve in volunteer stations all over Lincoln County. A three-course meal will be served, and gifts will be given as a thank you to all RSVP volunteers.
- The Village of Ruidoso has hired a new Community Center technician to replace the previous one who worked and retired after eight years of service. The Community Center has been short staffed for approximately 3 months so this will help keep programming and events running smoothly.



3

Staff
Members

50

Weekly
Activities

Previous Month
Retired and Senior Volunteer Hours
Winners
Paul Eckman-57 Hours: Captain Public Library
Barbara Stewart-56 Hours: Captain Public Library
Ray Rucker-55 Hours: Captain Public Library
Your Service is Appreciated



POLICE DEPARTMENT

Dispatch all calls for service

Total Calls for Service- 1,730

Total Positions Available- 2

Total Positions Vacant- 2

Positions Hired this month- 1

Total Applications this month – 0

Patrol Division calls for service

Total Calls for Service- 884

Total Arrests made- 20
Total Citations Issued- 50
Total Reports taken- 68
Special Operations Conducted- 2

Total Positions Available- 20
Total Position Vacant- 3
Positions Hired this month-2
Total Applications this month –6

ACO/Code Enforcement calls for service
Total Calls for Service- 92
Citations Issued- 0
Total Reports taken- 3
Special Operations Conducted- 0

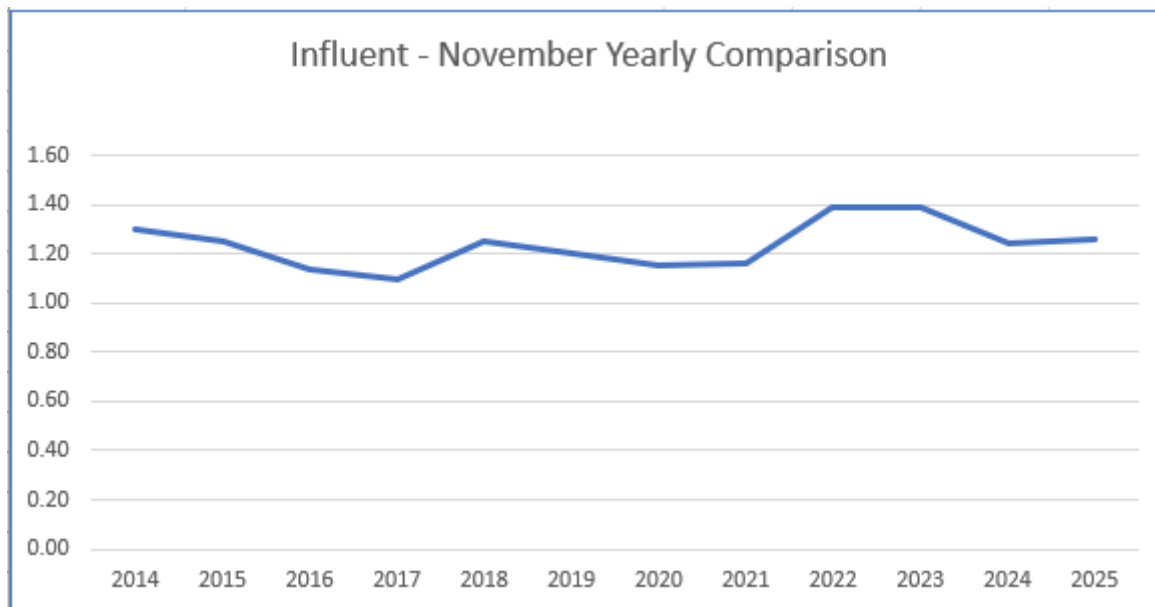
Total Positions Available-0
Total Position Vacant- 0
Positions Hired this month- 0
Total Applications this month – 0

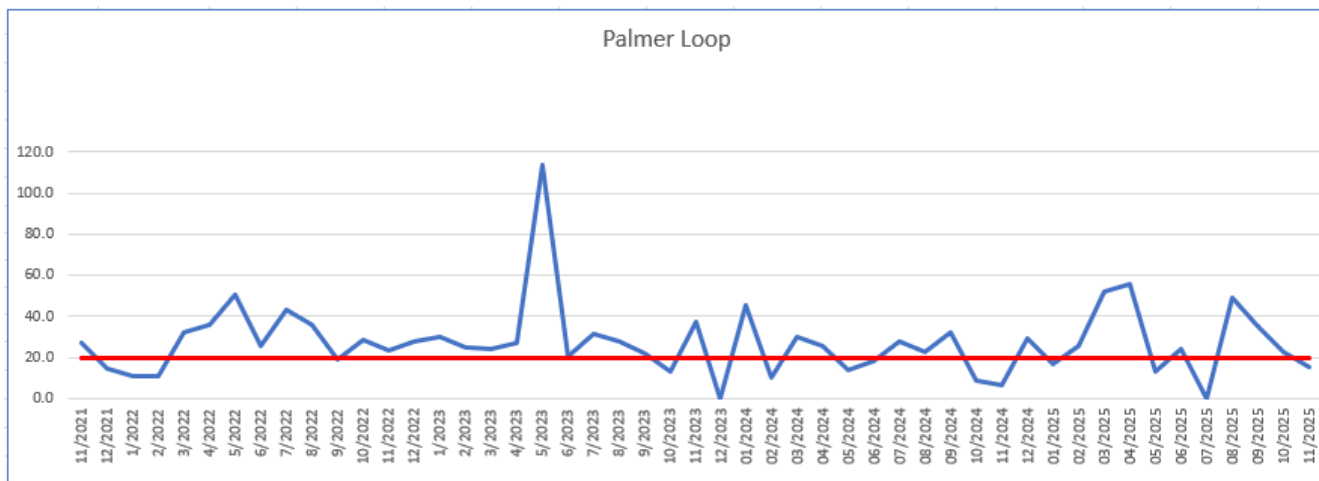
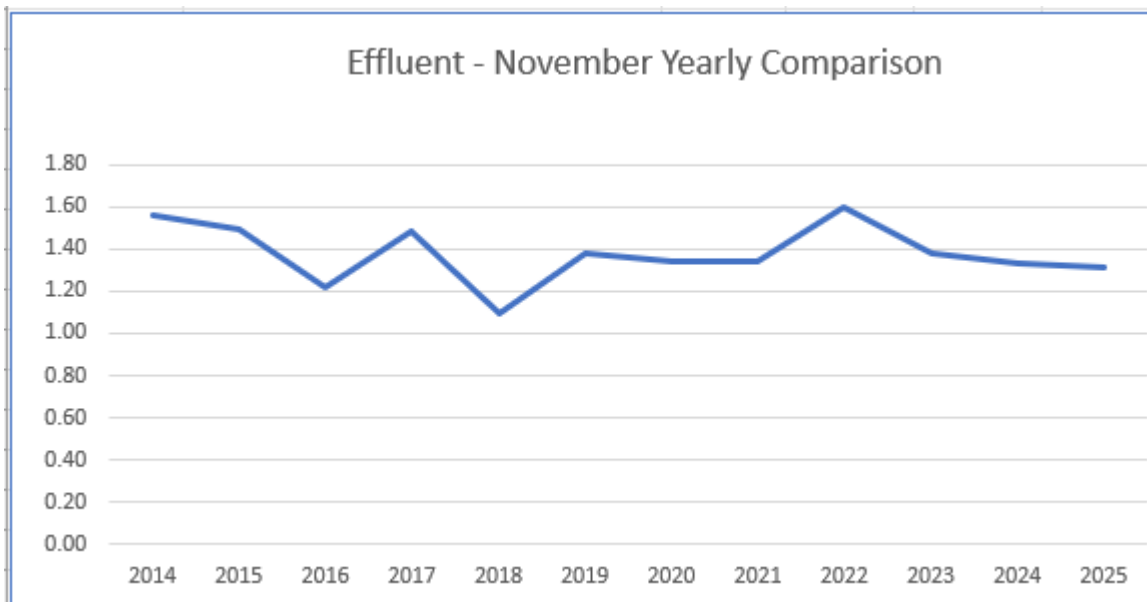
Criminal Investigations Division
Total Calls for Service- 10
New Cases Received- 6
Pending Cases- 10
MCU Callouts – 1
Special Operations Conducted- 0
Backgrounds – 3

Total Positions Available- 4
Position Vacant- 1-Narcotics
Positions Hired this month- 0
Total Applications this month- 0

REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY										
MONTHLY RECORD FOR INFLUENT AND EFFLUENT										
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
11/01/25	Sat	1.17	19.0	7.31				N/A		
11/02/25	Sun	1.23	19.2	6.96				N/A		
11/03/25	Mon	1.25	19.5	7.16				N/A		
11/04/25	Tues	1.23	19.2	7.30	1.33	1.04	83.0 *	N/A	276.7	204.3
11/05/25	Wed	1.24	19.1	7.35			1.00 **	N/A	VSS 218.3	pH 7.54
11/06/25	Thu	1.15	18.8	6.97				N/A	VOL.78.0%	TEMP. 16.0
11/07/25	Fri	1.25	18.6	7.55	1.33	1.04		N/A	99.5	99.5
11/08/25	Sat	1.30	18.5	7.28			83.0	N/A	%removal	%removal
11/09/25	Sun	1.30	18.3	7.09			1.00	N/A		
11/10/25	Mon	1.23	18.2	7.02				N/A		
11/11/25	Tues	1.41	17.8	7.28				N/A		
11/12/25	Wed	1.32	17.8	7.33				N/A		
11/13/25	Thur	1.19	17.8	7.30				N/A		
11/14/25	Fri	1.39	17.8	7.25				N/A		
11/15/25	Sat	1.29	18.0	7.29				N/A		
11/16/25	Sun	1.44	18.2	7.26				N/A		
11/17/25	Mon	1.43	18.3	7.54				N/A		
11/18/25	Tues	1.44	18.2	7.11			5.0	N/A		
11/19/25	Wed	1.35	17.8	7.37	1.90	1.16		N/A	215.0	63.3
11/20/25	Thu	1.46	17.5	7.21				N/A	VSS 193.3	pH 7.64
11/21/25	Fri	1.26	17.5	7.33				N/A	VOL.89.9%	TEMP. 10.1
11/22/25	Sat	1.17	17.3	7.42	1.90	1.16	5.0	N/A	99.1	98.2
11/23/25	Sun	1.30	17.5	7.27				N/A	%removal	%removal
11/24/25	Mon	1.35	17.5	7.40				N/A		
11/25/25	Tues	1.26	17.3	7.41				N/A		
11/26/25	Wed	1.21	17.2	7.48				N/A		
11/27/25	Thu	1.29	16.9	7.26				N/A		
11/28/25	Fri	1.34	17.2	7.36				N/A		
11/29/25	Sat	1.60	17.3	7.34				N/A		
11/30/25	Sun	1.44	17.0	7.57				N/A		
* Trouble Shoot UV Station										
** Changed Bulbs, Ballasts, and Fuses										
MONTHLY AVG.		1.31			1.62	1.10	29.7			





SOLID WASTE

- Grapple pick up has really picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.
- We have 3 grapple drivers running full-time.
- We are still getting illegal dumping. People are still cleaning out their homes/property of flood debris and others are remodeling damaged property.

Universal Waste Systems Statistics

Listed below you will find information regarding green-waste that has been collected within Village of Ruidoso and taken to Sierra Contracting/Universal Waste Systems for disposal: (No bill to update for November)

Fiscal Year		Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024				
JUL		5,780.00	\$56,130.66	266
AUG		4,538.00	\$44,069.37	214
SEP		4,352.00	\$42,263.09	198
OCT		3,361.00	\$32,639.30	164
NOV		3,559.00	\$34,562.12	166
DEC		3,725.50	\$36,179.03	178
JAN	UWS	4,261.00	\$41,721.91	198
FEB		2,250.50	\$56,039.41	265
MAR		3,180.00	\$31,284.76	150
APR		3,658.00	\$33,141.48	170
MAY		4,779.00	\$43,805.10	219
JUN		4,660.00	\$42,219.60	215
	TOTAL	48,104.00	\$494,055.83	2403
TONS		7215.60		

Fiscal Year		Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads
2025/2026				
JUL		3,579.00	\$32,425.74	165
AUG		3,005.00	\$27,225.30	138
SEP		2,509.89	\$22,739.60	117
OCT		2,644.00	\$23,954.64	121
NOV		0.00	\$0.00	0
DEC		0.00	\$0.00	0
JAN		0.00	\$0.00	0
FEB		0.00	\$0.00	0
MAR		0.00	\$0.00	0
APR		0.00	\$0.00	0
MAY		0.00	\$0.00	0
JUN		0.00	\$0.00	0
	TOTAL	11,737.89	\$106,345.28	541
TONS		1760.68		

Lincoln County Waste Transfer Statistics

Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Universal Waste Systems to the Gavilan Canyon Transfer Station:

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2024/2025			
MARCH	26	164.26	\$9,847.39
APRIL	30	173.89	\$10,424.71
MAY	29	171.55	\$10,284.42
JUNE	20	126.55	\$7,586.67
JULY	27	170.97	\$10,249.65
AUGUST	23	134.50	\$8,063.28
SEPTEMBER	22	104.66	\$6,274.37
OCTOBER	15	98.10	\$5,881.10
NOVEMBER	23	149.22	\$8,946.34
DECEMBER	30	166.08	\$9,956.50
JANUARY	30	173.07	\$10,375.55
FEBRUARY	24	150.84	\$9,042.86
	299	1,783.69	\$106,932.84

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2025/2026			
MARCH	26	164.26	\$10,093.78
APRIL	28	181.51	\$10,545.43
MAY	26	124.15	\$7,629.02
JUNE	25	125.08	\$7,686.17
JULY	25	122.53	\$7,529.47
AUGUST	26	126.06	\$7,746.39
SEPTEMBER	26	135.50	\$8,326.48
OCTOBER	27	142.40	\$8,750.48
NOVEMBER	24	138.48	\$8,509.60
DECEMBER	0	0.00	\$0.00
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	233	1,259.97	\$76,816.82

Gavilan Canyon Transfer Station

Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for November)

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2024/2025			
JUL	1,111.64	\$18,849.41	46
AUG	938.31	\$15,904.37	42
SEP	862.67	\$14,643.57	38
OCT	820.19	\$13,857.64	38
NOV	827.71	\$15,314.62	38
DEC	913.16	\$15,414.01	43
JAN	877.82	\$14,750.60	43
FEB	771.94	\$12,999.60	37
MAR	808.00	\$13,597.47	39
APR	830.13	\$13,937.61	41
MAY	893.36	\$15,073.71	42
JUN	960.94	\$16,253.74	44
TOTAL	10,615.87	\$180,596.35	491

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2025/2026			
JUL	1,096.22	\$19,133.63	45
AUG	910.89	\$15,879.99	38
SEP	988.30	\$17,237.49	41
OCT	885.26	\$15,396.12	38
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL	3,880.67	\$67,647.23	162

STREETS

Road & Right of Way Maintenance (Motor Grader - Backhoe Dirt Work)

- Shoulder Work/Pick up Debris/Driveway Repair: White Mountain
- Road Repair/Maintenance: Ongoing in flood zones
- Closed Roads: Maple

Drainage Issues (Ditch Cleaning – Culvert Maintenance – Berm Construction)

- Repair / Install Berm/Swale/Install Culvert: Perk Canyon
- Clean/Repair/ Drop Inlet/Debris Dam: Village wide

- Repair/Patch Culverts: Wimbeldon

Utility Cuts (Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)

- Street Cuts: Chase, Olympia, White Mountain Meadows, Paradise

Sweeping Streets

- Swept: Sudderth, White Mountain Meadows

Blade Work / Blade Patching Repairing Dirt Roads/ Hot Mix Patching

- Blade Work/Gravel/Base Course/Millings: South Oak, Valonia, River Trail, Fern Trail
- Blade Patching: Brady Canyon, Ponderosa, Mimosa

Pothole Patching

- Buckner, Swallow, White Mountain Meadows, Valonia, Brady Canyon,

COOP Project Innsbrook

- Pave/Skin Patch: Innsbrook/Cortina/Vienna Terrace
- Parking Lots: Clean parking lots

COOP Project: Flume Canyon

- Paving: Flume Canyon, Black Forest
- Skin Patch: Wimbleton, Buckingham

Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair

- Repair/Install/Reflectors/Delineators: Main Bridge #2

Street Department News:

- Clean & Maintenance Equip. & Trucks
- Prep Snow Removal Equipment & Trucks
- Road Arrows done on White Mountain drive
- Hot Plant Repairs
- Street Foreman Position: Filled
- Maintenance Worker I : Filled

General Street Repair and Drainage Work Orders: The goal is to keep these issues moving in a timely manner.

Future / Ongoing: Assignments and Projects

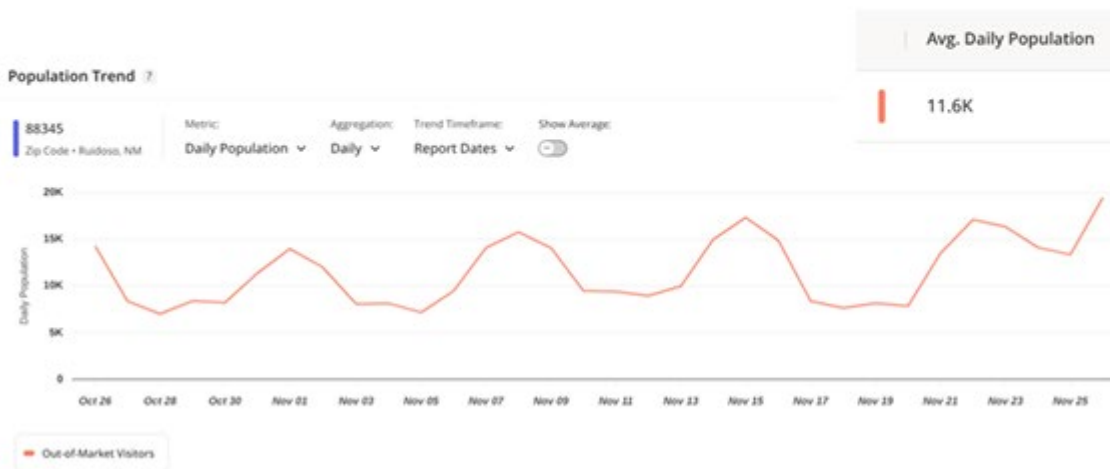
Project # & Location	Project Funds	Type of Fund Rec'd.	Completion Deadline	Current Status
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% \$76,212.00 75%\$228,636.00 Total=\$304,848.00	Received: \$257,077 VOR 25% \$64,269 NMDOT 75% \$192,808	12/31/2024 12/31/2025 12/31/2026	Resolution to council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension. R Sena requested to extend project due to flooding area of this project. NMDOT approved extension request.

MAP 2025	Application to submitted 2/16/24 to Council Asking 25%\$94,491.25 75%\$283,473.75 Total=\$377,965	Received: \$377,965 VOR 25% \$94,491 NMDOT 75% \$283,474	6/30/2026	Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding
COOP 2025	Application to be submitted 2/16/24 To council Asking: 25% \$83,591.25 75% \$250,773.75 Total=\$334,365.00	Received: \$334,365.00 VOR 25% \$83,591 NMDOT 75% \$250,774	12/31/2025	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding
COOP 2026	Application to be submitted 2/16/25	Didn't get funded		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT
MAP 2026	Application to be submitted 2/16/25	Didn't get funded		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT.

TOURISM

VISITOR TREND: BY MONTH

OCT 26 - NOV 26, 2025



Average daily
population of
11.6K up 2024
ADP of 11.3K

VISITOR TREND: NON-RESIDENT ORIGINS

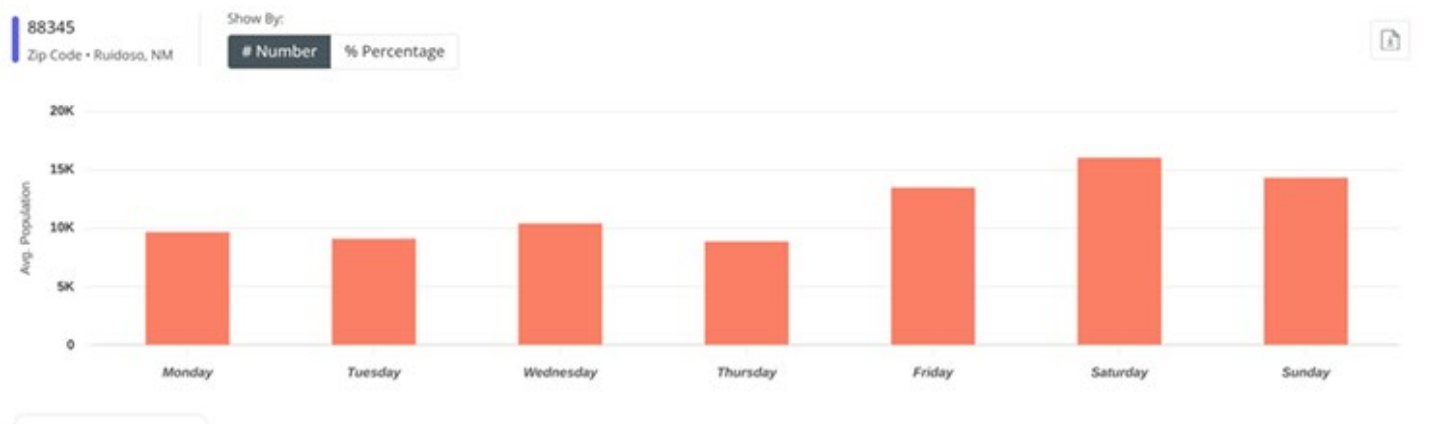
OCT 26 - NOV 26, 2025



VISITOR TREND: BY DAY

OCT 26 - NOV 26, 2025

Daily Activity ?



TOP PLACES VISITED: NON-CHAIN

OCT 26 - NOV 26, 2025

88345	Category:	Area:	Location Type:	
Zip Code • Ruidoso, NM	All Categories ▾	In Market ▾	☒ Non-Chains Only	  
Rank	Name	City	Total Visitors	
1	 Downshift Brewing Company - Riverside 2704 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	7.9K (6.1%)	
2	 Ruidoso Convention Center 111 Sierra Blanca Dr, Ruidoso, NM 88345	Ruidoso	6.8K (5.3%)	
3	 Noisy Water Winery (The Cellar Uncorked) 2342 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	5.8K (4.5%)	
4	 Farley's Food Fun & Pub 1200 Mechem Dr, Ruidoso, NM 88345	Ruidoso	5.3K (4.2%)	
5	 Alto Cafe 810 State Highway 48, Alto, NM 88345	Alto	5.3K (4.1%)	
6	 Books Etcetera 2340 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	4.4K (3.4%)	
7	 Ruidoso Bowling Center 1202 Mechem Dr, Ruidoso, NM 88345	Ruidoso	4.2K (3.2%)	
8	 Club Gas 1137 Mechem Dr Unit A, Ruidoso, NM 88345	Ruidoso	3.9K (3.1%)	
9	 Mces Vapor Lounge 2722 Sudderth Dr C, Ruidoso, NM 88345	Ruidoso	3.6K (2.8%)	
10	 Rio Grande Grill and Tap Room 441 Mechem Dr, Ruidoso, NM 88345	Ruidoso	2.7K (2.1%)	

VISIT WIDGET USERS

OCT 26 - NOV 26, 2025

Total Users	Avg Session Duration	Total Sessions	Pageviews	iOS Downloads	Android Downloads
11,920	0m 34s	19,821	47,463	228	66
▼ 50% From Aug 26 - Sep 25	▼ 64% From Aug 26 - Sep 25	▼ 41% From Aug 26 - Sep 25	▼ 5% From Aug 26 - Sep 25	▼ 16% From Aug 26 - Sep 25	▼ 31% From Aug 26 - Sep 25

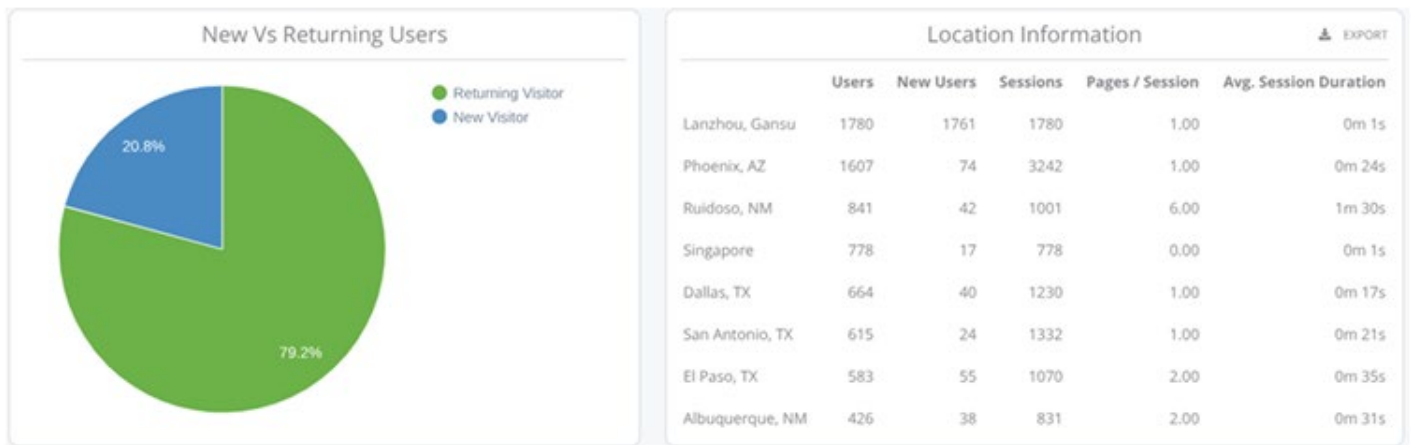
Total Users	Avg Session Duration	Total Sessions	Pageviews	iOS Downloads	Android Downloads
13,599	0m 31s	21,099	49,447	231	61
▲ 12% From Sep 24 - Oct 25	▼ 8% From Sep 24 - Oct 25	▲ 4% From Sep 24 - Oct 25	▲ 3% From Sep 24 - Oct 25	▼ 4% From Sep 24 - Oct 25	▼ 22% From Sep 24 - Oct 25



Most categories are up this period over previous period as shown in the inset.

VISIT WIDGET USERS

OCT 26 - NOV 26, 2025



New (20.8%) up from previous period of 13.8%.
(Note: top user location is likely attributed to bots.
We are looking into the data.)

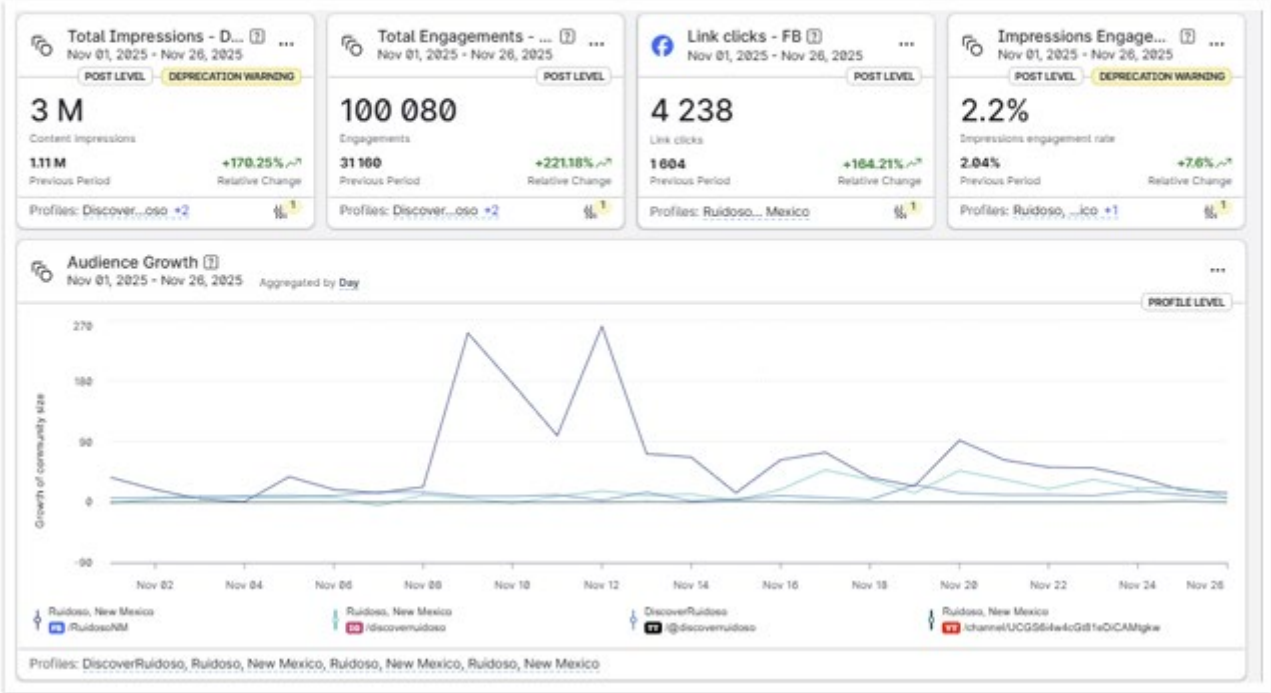
VISIT WIDGET USERS: TOP PAGES VISITED

OCT 26 - NOV 26, 2025

Ruidoso Christmas Jubilee at the Ruidoso Convention Center	183
Thanksgiving Weekend in Ruidoso	162
Grindstone Stables Sleigh Rides Opening Weekend	119
Winter in Ruidoso – From Alpine Thrills to Fireside Chills	109
Grindstone Lake	95
Opening Weekend: Christmas at the Flying J Ranch (Seasonal, Select Dates Only)	82
A Christmas Affair at Ruidoso Convention Center	71
Ruidoso Winter Park	68
A Foodie's Guide to the Best of Ruidoso People's Choice Awards	67
Opening Weekend at Ski Apache (Conditions Permitting)	61
Scenic Gondola at Ski Apache	60
Ruidoso Festival of Lights Parade	56
Party On The Mountain at Ski Apache	55
Luke Bryan at Inn of the Mountain Gods	54
Christmas In The Park	47

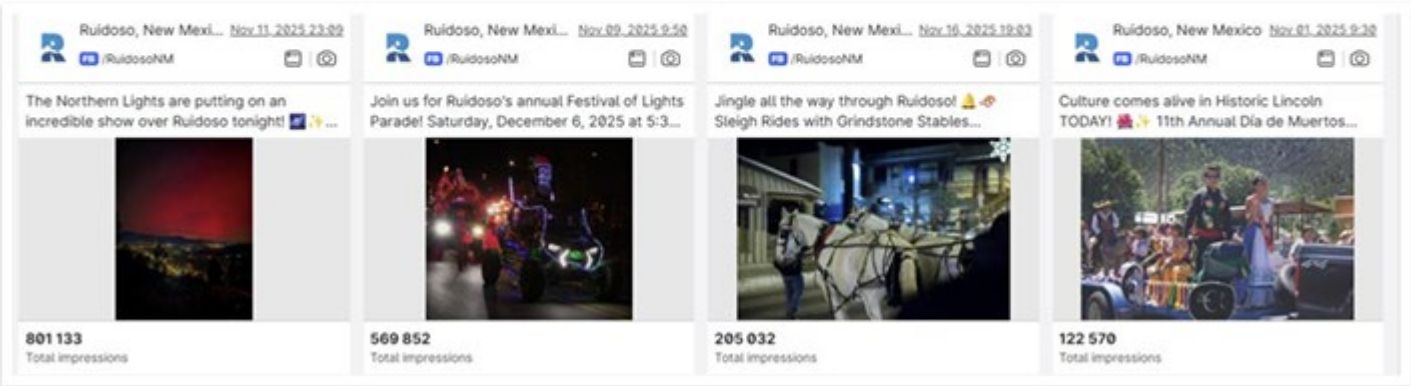
SOCIAL OVERVIEW: NOVEMBER 2025

Tourism Social Sites



TOURISM: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in November in terms of impressions:



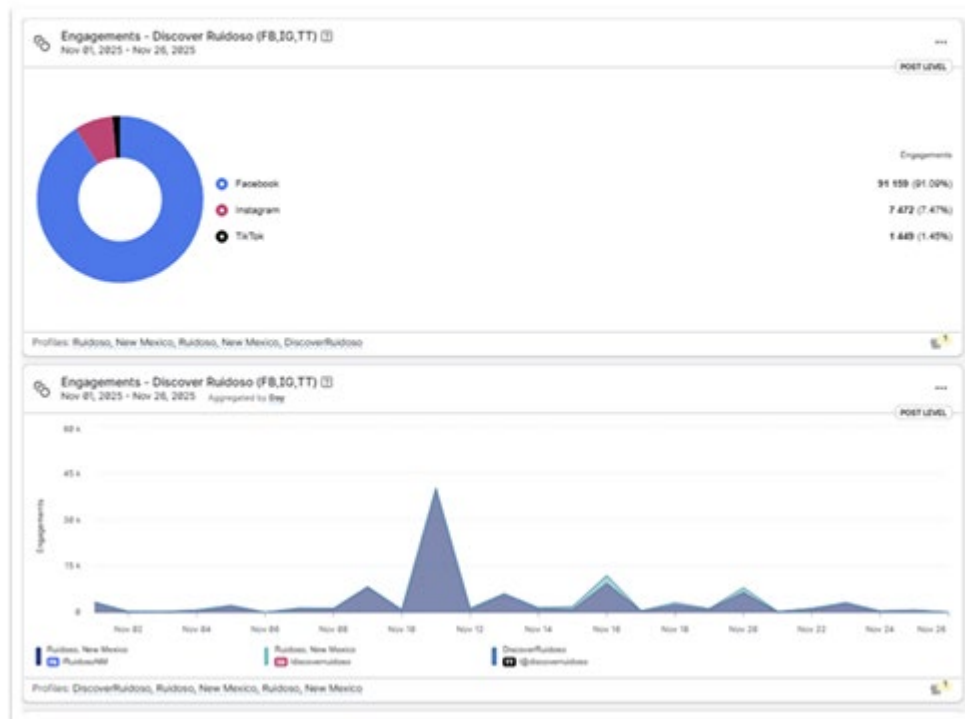
IMPRESSIONS: NOVEMBER 2025

Tourism Social Sites



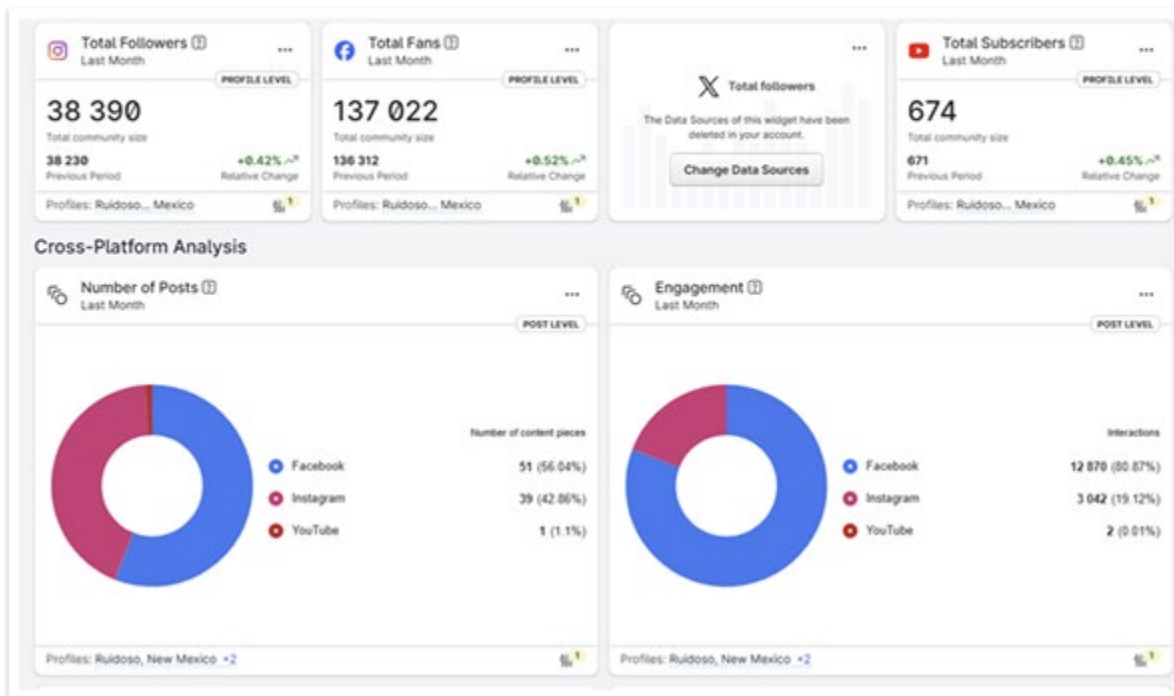
ENGAGEMENT: NOVEMBER 2025

Tourism Social Sites



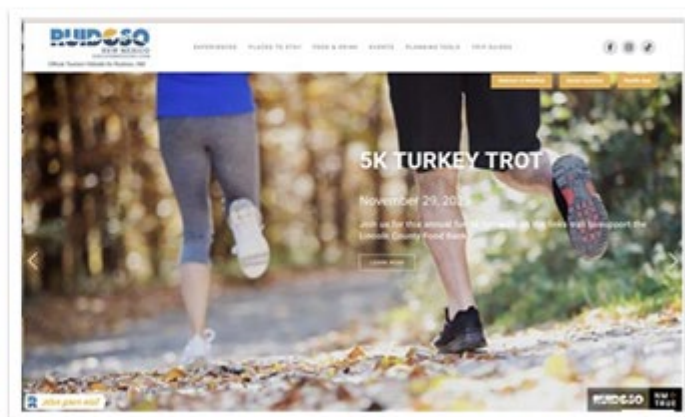
TOURISM AUDIENCES

Total community of followers on Tourism social



WEBSITE UPDATES: TOURISM

- Wrote and revised event listings and summaries across the calendar
- Updated seasonal content, including homepage banners, grid and winter campaign messaging
- Added updated holiday listings and calendars



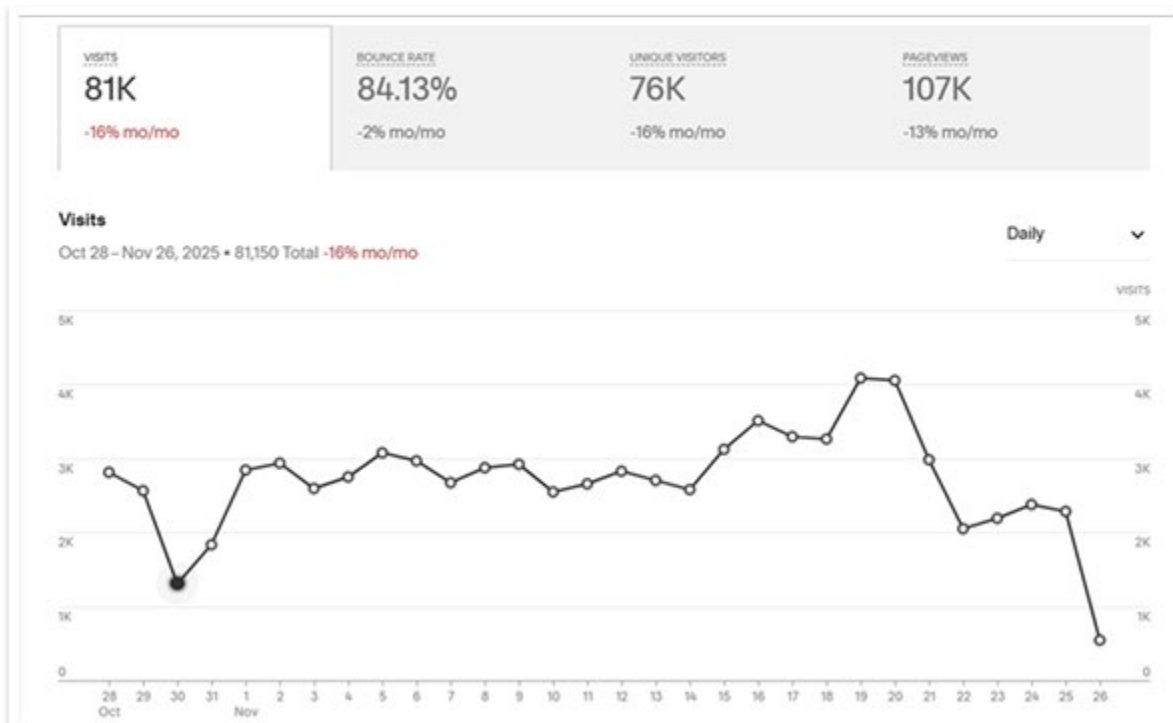
WEBSITE: TRANSLATION TOOL



We had translation requests by 1,028 visitors in November. In total, the tool has been used 8,972 times in the past 12 months.

The most translated page continues to be our [fall foliage guide](#).

WEBSITE ANALYTICS TOURISM: NOVEMBER



GEOGRAPHIC STATS

TOURISM: NOVEMBER

United States

us United States	75,179 (92.0%)
• Texas	23,623
Unknown	21,265
• New Mexico	6,785
• Arizona	6,638
• California	2,521
• Georgia	1,735
• Illinois	1,370
• Michigan	1,183
• Florida	1,075
• Washington	987
• Maine	796

Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso bringing the most traffic by far.

Texas

• Texas	23,623
El Paso	7,471
Others	2,033
Lubbock	1,698
Dallas	1,662
San Antonio	1,140
Midland	878
Unknown	845
Austin	840
Odessa	793

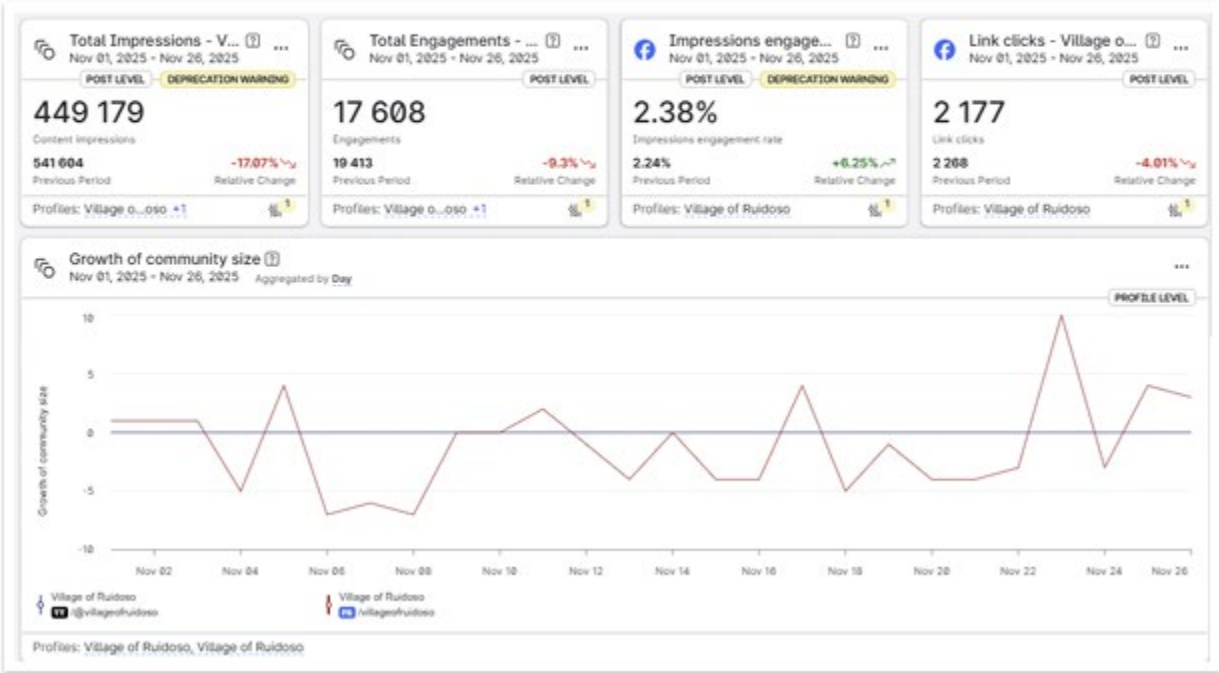
MUNICIPAL: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in November in terms of impressions:

POST LEVEL			
 Village of Ruidoso Nov 11, 2025 10:44 /villageofruidoso Many thanks to the American Legion Auxiliary, Jerome Don Klein Post 79, and... 23 891 Total Impressions	 Village of Ruidoso Nov 07, 2025 14:26 /villageofruidoso 17 978 Total Impressions	 Village of Ruidoso Nov 22, 2025 11:01 /villageofruidoso Tomorrow, Monday, November 24th, 2025, crews will be flushing lines on High Loop Dr,... 13 144 Total Impressions	 Village of Ruidoso Nov 02, 2025 9:00 /villageofruidoso Approaching - 2025 Lincoln County Regular Local Elections Election Day This Tuesday,... 13 035 Total Impressions
Profiles: Village of Ruidoso			

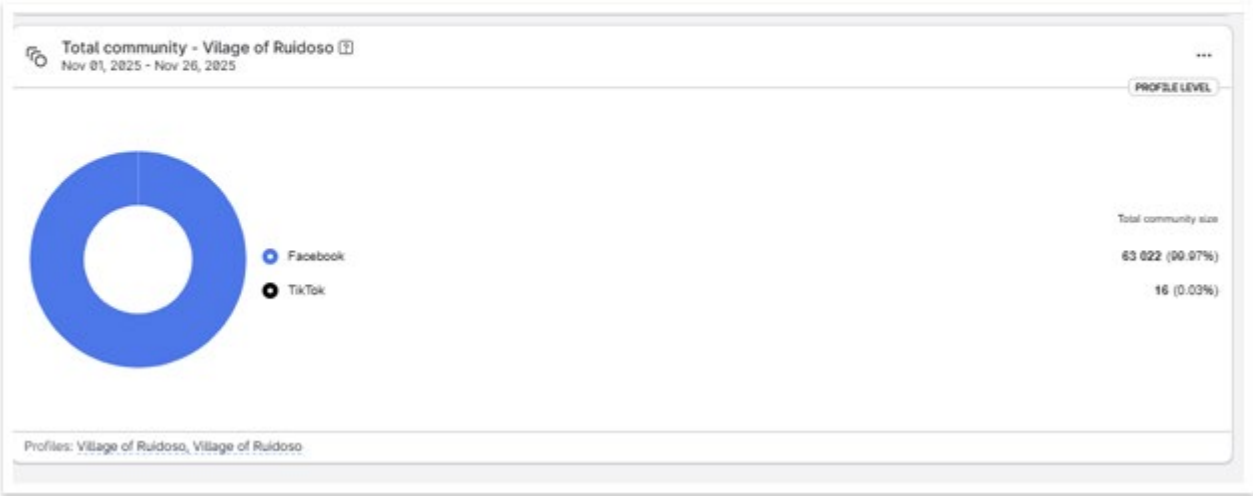
SOCIAL OVERVIEW: NOVEMBER 2025

Municipal Social Sites



MUNICIPAL AUDIENCE

Total Community of Followers - Municipal

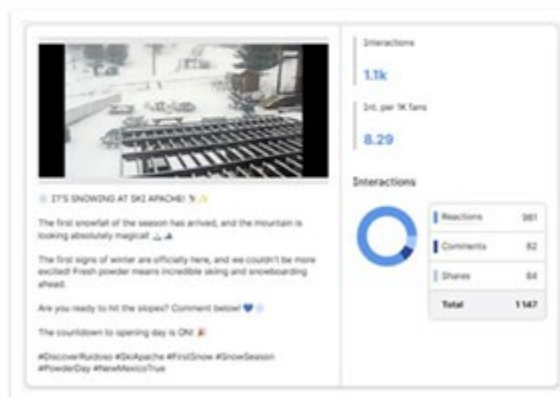
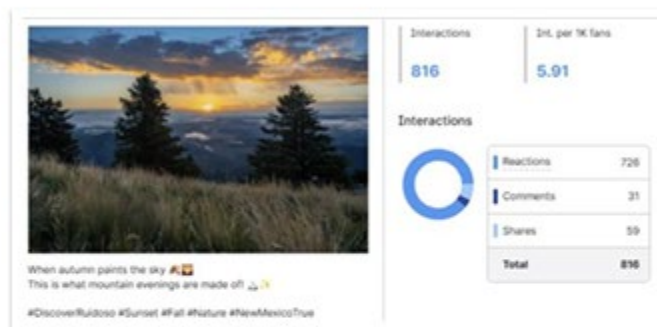
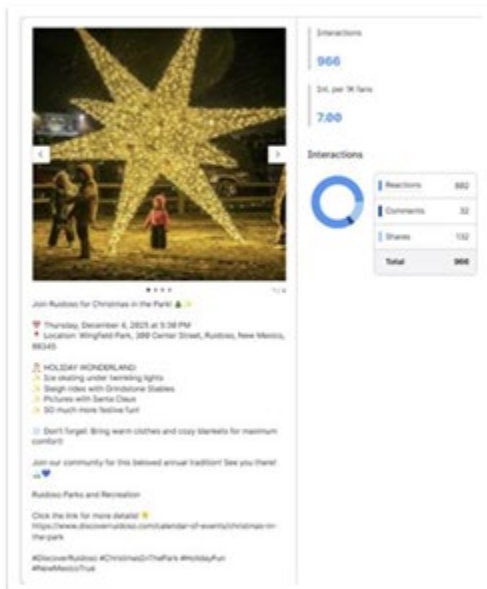


WEBSITE UPDATES: MUNICIPAL

- Updated multiple municipal news posts, high-priority notices, and homepage alerts
- Added Zoom info and refined details for public meeting listings
- Updated STR/Compliance content, Community Development pages, and meeting announcements
- Posted weekly blotter updates for the Ruidoso Police Department
- Edited and published weekly show episode descriptions for KRUI



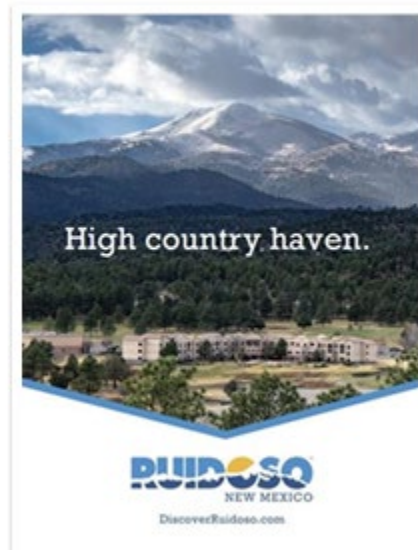
NOVEMBER SOCIAL MEDIA



NOVEMBER PRINT



LC Health & Wellness Guide



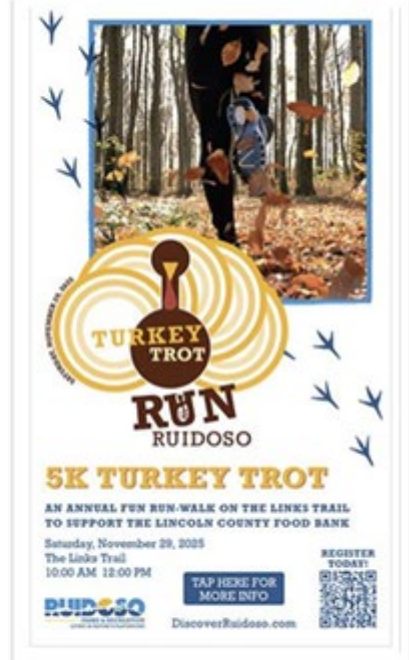
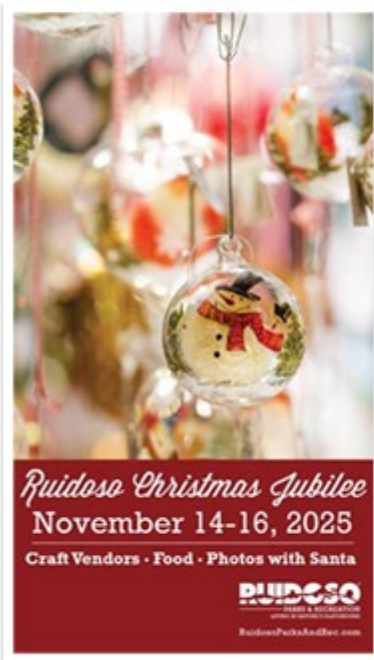
TopHat Awards Program

NOVEMBER BILLBOARDS

Our out-of-home advertising continues, in both El Paso and Albuquerque as well as Lubbock & Lubbock Airport. Some of our new fall creative shown below.

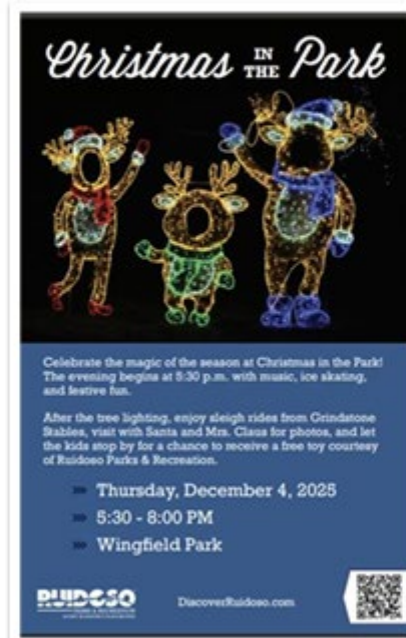


NOVEMBER EVENTS

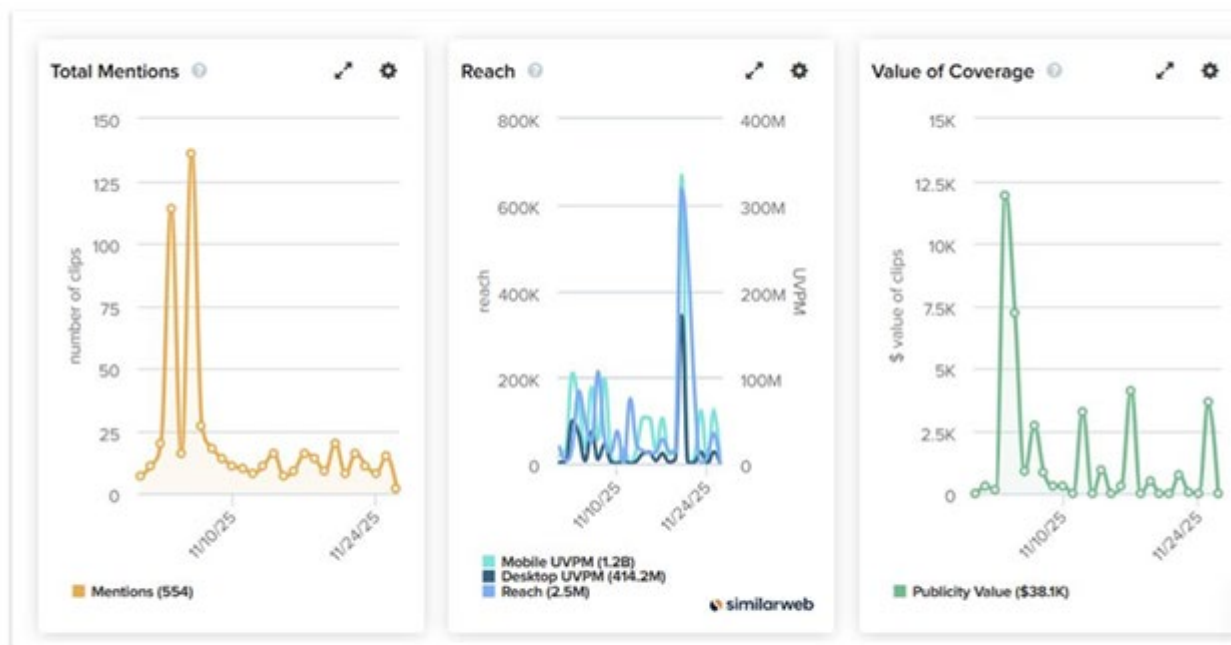


Best of Ruidoso Contest
2025 launched Nov 15

UPCOMING EVENTS



PR: NOVEMBER 2025

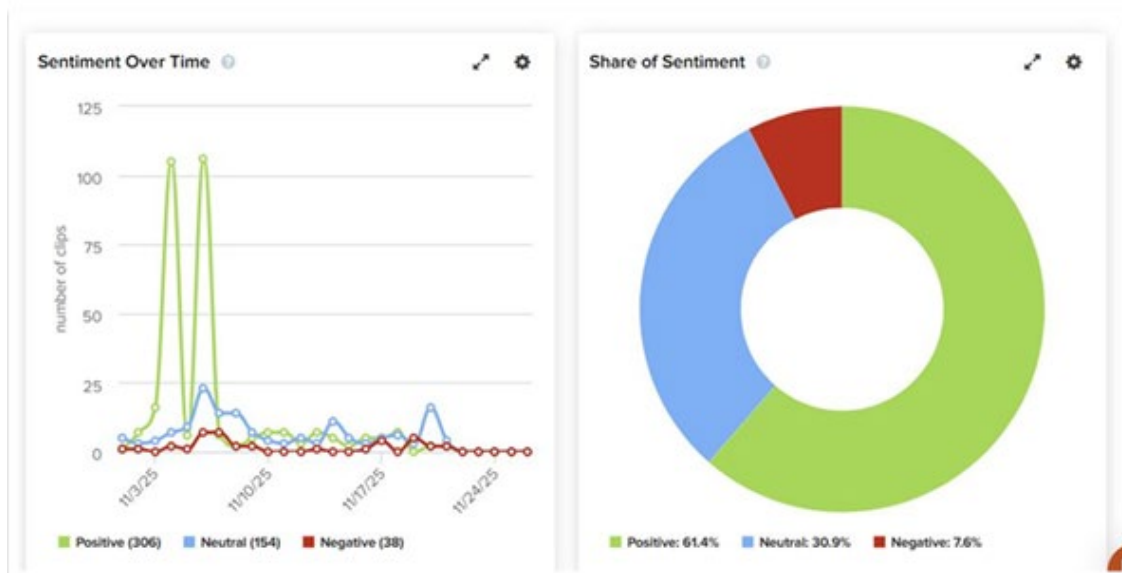


Total Mentions: Distribution of clips over time. Each clip counts as one mention

Reach: Distribution of clips over time based on their reach.
Print/broadcast is based on circulation/viewership. Online is based on unique visitors per month.

Value of Coverage: Distribution of the publicity value. Each clip's value is calculated using a formula given to each outlet.

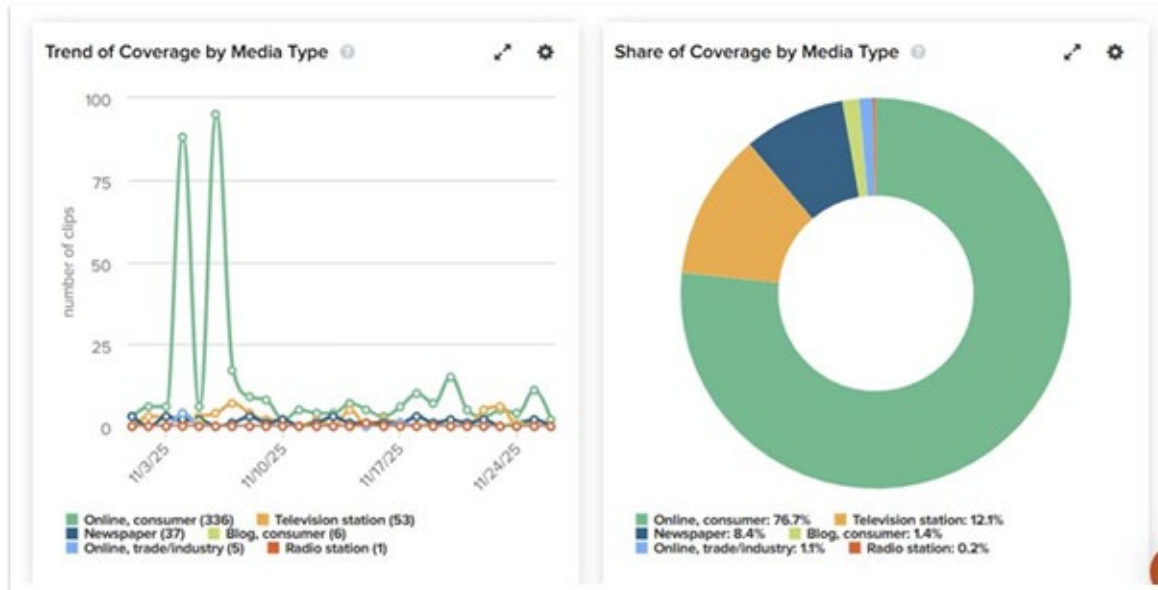
PR: NOVEMBER 2025



Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

Share of Sentiment: Breakdown of clips based on their sentiment by positive, negative, or neutral as by calculated auto-toning.

PR: NOVEMBER 2025



Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

Share of Coverage by Media Type: Breakdown of clips based on their media type.

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 granted us a \$920,913 media buy for our FY25/26 marketing.

It is a 2:1 match, so the VOR's share is \$306,971 and the NMTD matches that with a \$613,942 contribution.

FY26 NMTD Co-op Award Summary							
Program Information				Award Summary			
Organization Name:	Village of Ruidoso	Type:	MMP	#	23	Total \$ Value	\$920,913.00
Primary Contact:	Respecta Greenwald	MTD \$				Partner \$ Commitment	\$306,971.00
Email:	nmtdco@villageofruidoso.com	PLBX	0			Partner \$ Due 6/1/2025	\$153,285.50
Phone:	575-237-3438	TV	23			Partner \$ Due 12/31/25	\$147,685.50
Initiative Details							
Initiative	Details	#	Total \$ Value	MTD \$	Partner \$ Commitment	Partner \$ Due 6/1/2025	Partner \$ Due 12/31/25
MMP Awarards							
Video Production	Details	2	\$34,800.00	\$23,200.00	\$11,600.00	\$11,600.00	\$0.00
Micro-Influencer Seasonal Destination Program + Influencer Content Amplification	Details	2	\$60,600.00	\$40,400.00	\$20,200.00	\$10,100.00	\$10,100.00
Managed Search (Minimum 2 Opt-ins)	Details	4	\$62,400.00	\$41,600.00	\$20,800.00	\$10,400.00	\$10,400.00
Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, NMTD Traveler Ad, Rich Media, Sponsored Content, YouTube, CTV	Details	3	\$479,700.00	\$319,800.00	\$159,900.00	\$79,950.00	\$79,950.00
Meta PACKAGE (Awareness): Meta (FB & IG) Video, YouTube, Rich Media Video, In-Stream Video	Details	1	\$72,000.00	\$48,000.00	\$24,000.00	\$12,000.00	\$12,000.00
West Texas Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
Galapagos Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
New Mexico True Adventure Guide - 2 Page Spread + Digital	Details	1	\$27,387.00	\$18,258.00	\$9,129.00	\$4,564.50	\$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	2	\$29,640.00	\$19,760.00	\$9,880.00	\$4,940.00	\$4,940.00
Texas Monthly Print Ad (Full Page) + Digital & E-Newsletter	Details	2	\$30,810.00	\$20,540.00	\$10,270.00	\$5,135.00	\$5,135.00
Galapagos - D Magazine Print Ads (3X, Full Page) + Advertiser & Bonus E-Newsletter	Details	2	\$39,576.00	\$26,384.00	\$13,192.00	\$6,596.00	\$6,596.00

TopHAT Awards 2025

The TopHAT Awards celebrate outstanding marketing campaigns, businesses and individuals that have demonstrated exceptional dedication. We submitted entries in 9 categories, and all were selected as finalists.

Here is a complete list of finalists that were selected as finalists:

- *Backcountry Attitudes – Outstanding Attraction*
- *US Tim Selinski Masters Championship – Best Event*
- *Happy Hiker/Ruidoso Strong – Community Engagement*
- *Dhruv Bhakta – Owner of the Year*
- *Elevate Hotel – Limited Service Hotel of the Year*
- *Still We Rise/VOR – Best Digital Campaign*
- *Ruidoso Real/Stories that Connect – Most Innovative Campaign*
- *Wingfield Heritage House Museum – Best New Attraction*
- *Kerry Gladden – Tourism Professional of the Year*

On November 18, team members from The Agency, Backcountry Attitudes, Dynamic Discs, and Elevate Hotel attended the awards gala where Ruidoso took home the new **Community Resilience** award as well as a **Tourism Professional of the Year** award for Kerry Gladden. In addition, Dhruv Bhakta won the category of **Owner of the Year**.



CO-OP CREATIVE

November 2025



WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Wastewater Collections

Rodded feet-1736
230 feet- Service lines
1506 feet- Main lines
Blockages- 7
Customer-1
VOR-6
Repairs-7
Lines-6
Manhole-1
Dye test-0
Sewer Taps- 0

Meter Readers

Work orders -186
Leaks – 154
Maintenance and prv- 18
Shut offs- 57

Water Crew

Repaired
6 – 6-inch lines
7 – 2-inch lines
5 – ¾ inch lines
Completed 2 new service taps

Inspectors

Worked on Fire Hydrant meter list
Training of new warehouse employee
Locates for 811
Worked with contractor on high loop project

WATER PRODUCTION

Tank and Reservoir Levels/Diversions Flows/Important Items for Water Production

- **Eagle Creek Diversion** – Diverting – **101 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **1600 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **32.1 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation** – **6892.8 – 25.7' (from spillway)**.
- **Grindstone Reservoir** – The level is up **17.0'** from 9/11/25.
- **Grindstone Reservoir** – **691 acre-ft (10/28/25)**
- **Grindstone Reservoir Capacity** – **1639.1 acre-ft (elevation – 6921.6)**
- **Grindstone Reservoir** – **225,163,339 gallons (10/28/25)**
- **Grindstone Lake Temp** – **52.5**
- **Alto/Grindstone Interconnect** – Off

- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan, Fault, and Brown Well.
- **Little D Tank – 24.2' / 32.0' (Overflow)**
- **Country Club Tank – 31.2' / 23' (Overflow)**
- **Kyle Hawk** - Took his Water Supply 3 test on 10/20/25 and only missed it by 3 points, he will retest soon.
- **Grindstone and Alto Crest WTP's** - Gave a tour to 45 High School students on 10/24.

Plant #4

- Grindstone Tank level (3 million) = **47.8' / 51.9' (Overflow)** (10/28/25).
- Raw Water - **573,000 gallons** (10/28/25).
- Water produced - **546,000 gallons** (10/28/25).
- Completed monthly fire extinguisher inspections at plant 4 on 10/25.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 26.5%.
- Generator test (without load) is every Wednesday at 9:00 a.m.
- Generator test (with load) is once a month on the first at 9:00 a.m.
- Working on weed maintenance and plant cleanup.
- Crews painted pipes and floors, worked on safety items, and inhouse cleanup.

Plant #3

- West Alto Tank level (5 million each) = **56.9' / 57.8' (Overflow)** (9/20/25).
- East Alto Tank level (5 million each) = Drained for rehab.
- Water production – **995,000 gallons** (10/28/25).
- Raw water to plant – **947,000 gallons** (10/28/25).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 10/25.
- Eagle Creek flow - **101 gpm**.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 13.5% reduction.
- Working on weed maintenance and cleanup at wells, tanks, and booster stations.
- Crews worked on safety items, painted pipes, organized and cleaned up the inside of the WTP.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 10/25.
- Monitoring PRV's daily and repairing as needed.
- Completed physical PRV checks on all critical PRV's for October 2025.
- Wells are being rotated and shut down when adequate surface water is available.
- Monitoring water level above the well pumps.
- The VFD at Cherokee Well was installed and operational.
- Maintenance Crews are cutting weeds at the storage tanks and at the wells.

Projects

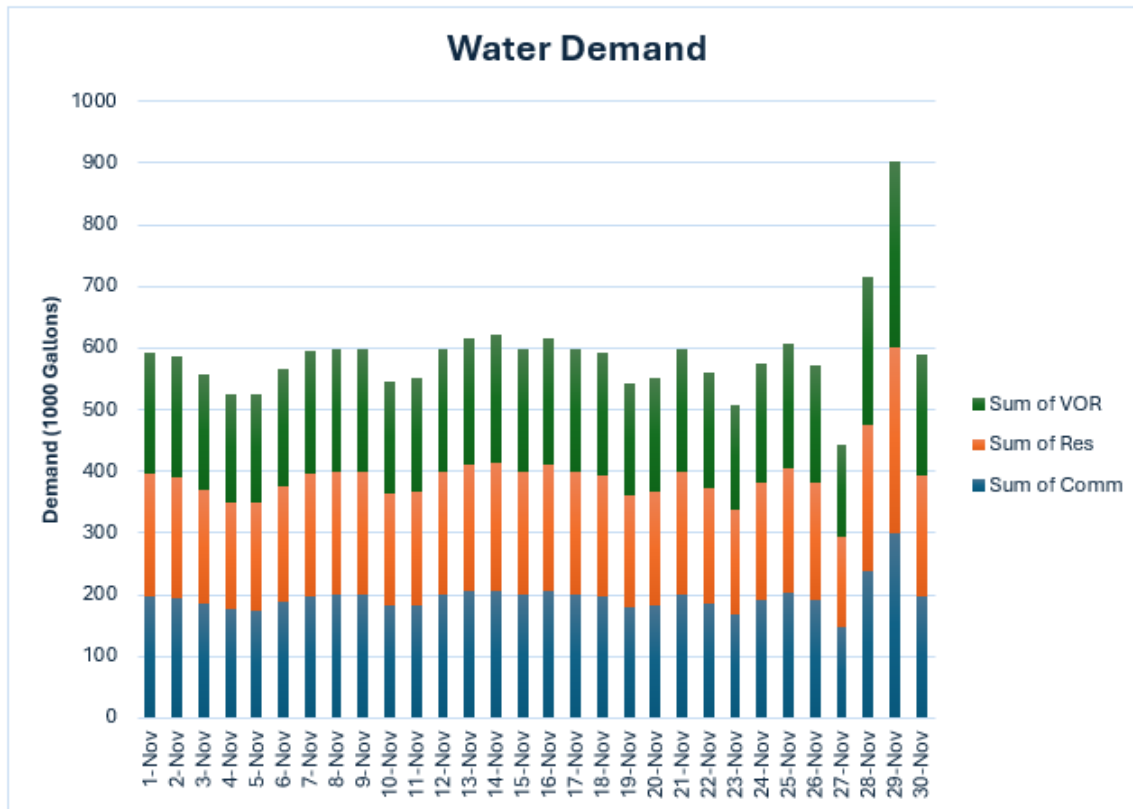
- Tank Rehabilitation Project – D&R Tank will finish applying the outside coating to the East Tank the week of 11/1/25.
- UPD – Mountain Electric is working on restoring the power to the diversion, waiting on PNM.
- UCD - Mountain Electric demoed the wiring and electric box on 10/31/25.
- Tank Rehabilitation Phase 2 – SMA completed the survey and is working on record drawings.

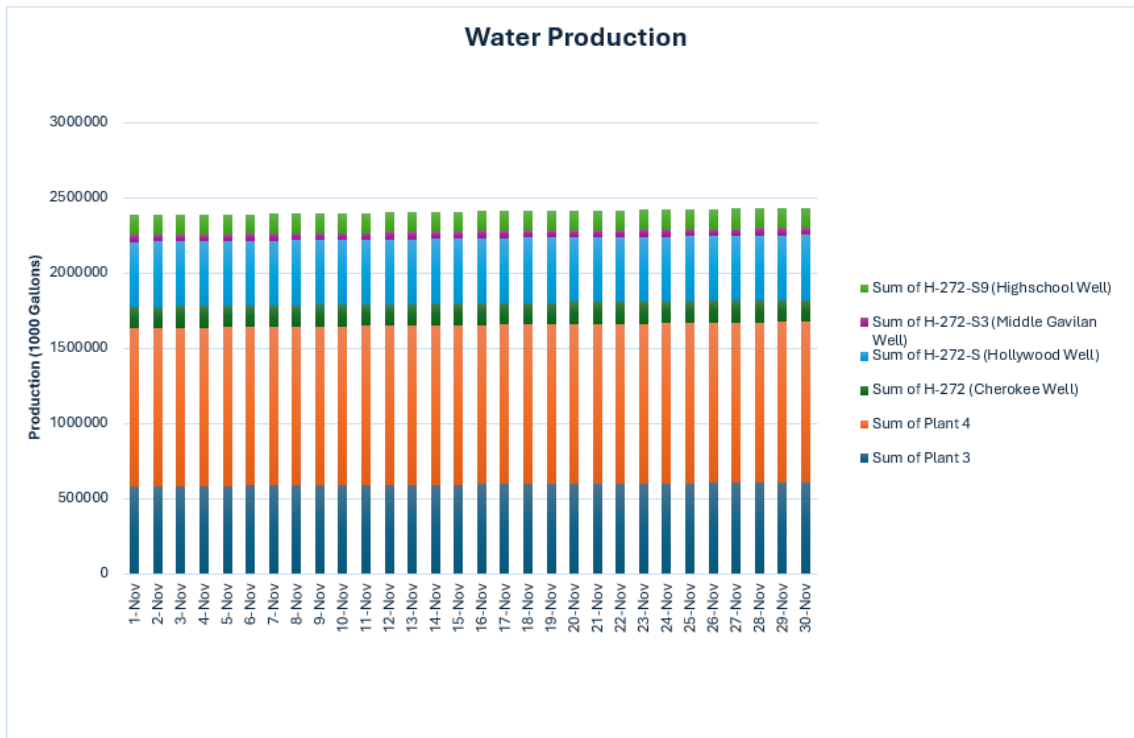
- Alto Lake Dam spillway and routing analysis – Submitted the Task Order No.1 to AECOM for review.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for October.
- Completed October TOC samples for plant 3 & 4.
- Completed October SUVA samples.
- Submitted October MOR to NMED on 9/08/2025.
- Submitted Seepage data to NMOSE- DSB on 9/10/2025.

WATER RESOURCE





WINGFIELD HERITAGE HOUSE MUSEUM

The education curator and Maureen (friend of the museum) visited the second-grade classrooms on November the 7th at SVP and conducted an activity. We held 3 20-minute sessions where we led the students in 20 questions type activity to determine the function of a carpet beater and then demonstrated the use of. We passed out stickers and encouraged attendance to our November 8th program. Second grade teachers expressed a desire for a field trip to the museum, so plans are being made to host an Archeology Day at the Wingfield Park in late April or early May to accommodate 125 students! The education curator has been in contact with Fort Stanton and our local library to co-host the event.

November the 8th featured fire prevention for kids, with an appearance of Smokey Bear and our Ruidoso Fire Department. The kids participated in an obstacle course with wonderful assistance from our firefighters. After completing the course and activities, the children earned their Junior Wildland Fire Ranger badge and a signed certificate. 40 children and their parents were in attendance as well as local fire fighters and the Smokey Ranger District. There has been an expressed interest in making this an annual event.

The education curator has been converting the obstacle course into a gingerbread house for our December 6th event.

The education curator attended the Friends of the Museum meeting November 21st where plans were finalized for our Dec 6th event and discussion of future educational activities.

The Museum is also participating in decorating a Wish Tree at the Spencer Theater. Lynn and Maureen helped the education curator make paper Christmas ornaments for the tree and tags stating the items we would love to have donated. The education curator and Friends of the Museum will be decorating the tree on December the 4th.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Cade Hall, Fire Chief

Meeting Date: December 9, 2025

Re: Update on Fire Department's New Business Inspection Checklist

Item Summary:

Update on Fire Department's New Business Inspection Checklist

Financial Impact:

None

Item Discussion:

Update on Fire Department's New Business Inspection Checklist

Recommendations:

None

ATTACHMENTS:

[New Business Inspection Checklist.pdf](#)



New Business Inspection Checklist

- *The following items are common fire code concerns. Call to schedule a final inspection only after completing, and complying with items on this list.*
- *Please note that the items on this list are some of the common violations and the fire inspector may find violations which are not contained herein.*
- *Each business type has different requirements. It is recommended to speak with a fire inspector to identify any specific requirements for your business classification.*
- ***Fire Inspection is to be the LAST completed inspection on your business application. When you are sure you have met the requirements below and have fully set up your business please call (575) 257-3473 to schedule a fire inspection.***
- *When scheduling your final fire inspection, please try to schedule at least 3 weeks in advance of your projected opening date.*

EXITS

- ❖ Door/aisle is not obstructed.
- ❖ Illuminated exit signs maintained in working order with backup power supply.
- ❖ Proper lock/hardware on exit door.
- ❖ Means of egress shall be kept clear.
- ❖ Stairwell(s) clear of storage
- ❖ Emergency lights are maintained and in working order with backup power supply.
- ❖ Exit doors can be opened from inside without a key, special knowledge, or effort.
- ❖ Doors with panic hardware shall have no other locking devices.
- ❖ A sign over main entrance to read *"This door to remain unlocked during business hours"* if door has a double-keyed deadbolt.

FIRE EXTINGUISHERS

- ❖ Are fire extinguisher(s) present.
- ❖ Is the fire extinguisher(s) inspection current (within 1yr).
- ❖ Fire extinguisher minimum size 2A-10BC.
- ❖ Is the fire extinguisher(s) in a cabinet or mounted on a bracket (**maximum 5'** above floor).
- ❖ Is the fire extinguisher(s) visible and unobstructed.
- ❖ Sign posted above fire extinguisher
- ❖ Is a fire extinguisher available within 75 feet of travel from anywhere in the business.



ELECTRICAL

- ❖ No extension cords shall be used in lieu of permanent wiring.
- ❖ Electrical panels are not overloaded/obstructed.
- ❖ No multi-plug adapters in use other than approved power strips.
- ❖ No spliced or frayed cords/wires.
- ❖ Spacer(s) in electrical panel gap(s) provided.
- ❖ Circuit breakers are labeled.
- ❖ No broken or faulty switches/outlets.
- ❖ Electrical cords no not extend through walls, ceilings, floors, or under door or floor coverings.
- ❖ No exposed wire in conduit.
- ❖ No missing/broken electrical cover plates
- ❖ 30" clearance shall be maintained in front of electrical panel.

HOUSEKEEPING

- ❖ Combustible storage 36" away from the furnace and water heater.
- ❖ Building clear of combustible waste creating a fire hazard.
- ❖ Are electrical, mechanical, and boiler rooms clear of combustible storage.
- ❖ Oily rags stored in listed disposal container.
- ❖ Storage is maintained in a neat and orderly manner to minimize fire spread.
- ❖ Storage 2' from the ceiling in a non-sprinklered building.
- ❖ Storage 18" from sprinkler heads in a sprinklered building.
- ❖ Compressed gas cylinders are properly secured and contents clearly labeled.

FIRE PROTECTION SYSTEMS

- ❖ Is the fire alarm system inspection current (within 1yr).
- ❖ Is the standpipe system inspection current (within 1yr).
- ❖ Is the sprinkler system inspection current (within 1yr).
- ❖ Have all systems been inspected/maintained by a qualified individual approved by the New Mexico State Fire Marshals Office.
- ❖ Are fire sprinkler control valves accessible.
- ❖ Are fire sprinkler systems maintained in an operative condition.
- ❖ Are sprinkler control valves monitored or locked open.
- ❖ Is the Fire Department Connection (FDC) visible and accessible.
- ❖ Is the FDC maintained with plugs/caps.

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 1.

To:

Presenter(s): Yvonne Vigil, Deputy Village Clerk

Meeting Date: December 9, 2025

Re: Public Hearing for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Item Summary:

Public Hearing for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Financial Impact:

None

Item Discussion:

Public Hearing for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Recommendations:

To Approve Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

ATTACHMENTS:

[Riverside Brewing - Liquor License Application.pdf](#)

October 30, 2025

Certified Mail No.: 7021 2720 0001 2204 5067

Village of Ruidoso
Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345
575-258-4343, Ext. 1007
jiniturri@ruidoso-nm.gov

Lic. No. /Appl. No.: BLA-0000012871
Name of Applicant: Riverside Brewing
Doing Business As: Downshift Brewing Company
Proposed Location: 813 Carrizo Canyon Rd., Ruidoso, New Mexico 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A SMALL BREWER LIQUOR LICENSE WITHOUT ON PREMISES CONSUMPTION AND PACKAGE SALES AND NO PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves of the issuance or transfer of the license, it shall notify ABC within thirty (30) days, setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2025.10.30 10:21:35 -06'00'

Trinidad Alderete
Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 469-3172
Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Page 1 (Business Information page) *(must be signed and returned w/notices of publication)*
2. Page 2 (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of the Floor Plan



Alcoholic Beverage Control Division
Small Brewer Intake Application
Application Number: BLA-0000012871



Business Information

Business Information

Business Name: Riverside Brewing
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXXX2-00-8
Business Email: eddie@downshift.beer

Type of Business: Alcohol
FEIN: XX-XXX1273
Business Phone: 5759370382

Contact Person Information

Contact Person Name: Edward Gutierrez
Contact Person Email: eddie@downshift.beer

Contact Person Phone: 5759370382

Business Mailing Address

Mailing Street: 2704 Sudderth Dr
Mailing State: NM
Mailing Country: US

Mailing City: Ruidoso
Mailing Zip Code: 88345

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Small Brewer Intake Application
Application Number: BLA-0000012871



Premises Information

Premises DBA

Premises Doing Business As (DBA): DownShift Brewing Company

Proposed Premises Physical Address

Physical Street: 813 Carrizo Canyon RD

Physical City: Ruidoso

Physical Zip Code: 88345

Physical State: New Mexico

Physical County: Lincoln

Local Option District: Ruidoso

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2

Distance from nearest School

Name of School: Mountain Montessori

School Street: Carrizo Canyon

School City: Ruidoso

School State: New Mexico

School Zip Code: 88345

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: River Crossing Minsitries

Church Street: Sudderth

Church City: Ruidoso

Church State: New Mexico

Church Zip Code: 88345

Church Country: United States

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



July 29, 2025

**CONFIRMATION OF ZONING REGULATIONS:
813 Carrizo Canyon Rd, Ruidoso, New Mexico 88345**

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:

Jasper Riddle/Richard Piedmont

Tenant: Downshift

Subdivision: Hutson-Carrizo

Legal Description: Lot 6, Block 1

Physical Address: 813 Carrizo Canyon Rd., Ruidoso, New Mexico 88345

Zoning Designation:

C-2 Community Commercial District

Property Size: 17,231 sq. ft



**VOR.DBO.Zoning_Districts
ZONING**

-  AR-1 Agricultural Residential District
-  C-1 Neighborhood Commercial District
-  C-2 Community Commercial District
-  C-3 Midtown Commercial District
-  C-4 Heavy Commercial District
-  I-1 Industrial District
-  M-1 Low-Density Mobile Home District
-  M-2 Medium-Density Mobile Home District
-  PUD Planned Unit Development District
-  PUD-C Planned Unit Development Commercial District
-  PUD-M Planned Unit Development Mixed District
-  R-1 Single-Family Residential District
-  R-2 Two-Family Residential District
-  R-3 Multiple-Family Residential District
-  R-4 High-Density Residential District

Confirmation of Zoning District Designation:

The location of the property was not found to be 300 ft of a licensed daycare, school or church establishment.

Sec. 54-70 Nonresidential Districts (b) C-2 Community Commercial District

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities. **The requested use for a brewery is permissive use within the C-2 Community Commercial District:**

A blank cell indicates the use is prohibited within the respective district.

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings ¹	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home ¹⁰	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)

¹ Single family dwellings include site-built homes and multi-section manufactured homes that meet the standards of the New Mexico Manufactured Housing and Zoning Act, NMSA 3-21A-2.A..

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
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	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Hospitality/Lodging																
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Personal and convenience services								P	P	P	C	C		P	P	
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P			P		P	P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)

Table 54.53.1 Allowable Uses

P = Permissive Use T = Temporary Use

C = Conditional Use

A = Accessory Use

Blank means use is not allowed in the district

	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Firewood sales, splitting and storage									C		P	P			P	Sec.54-85(f)(12)
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)

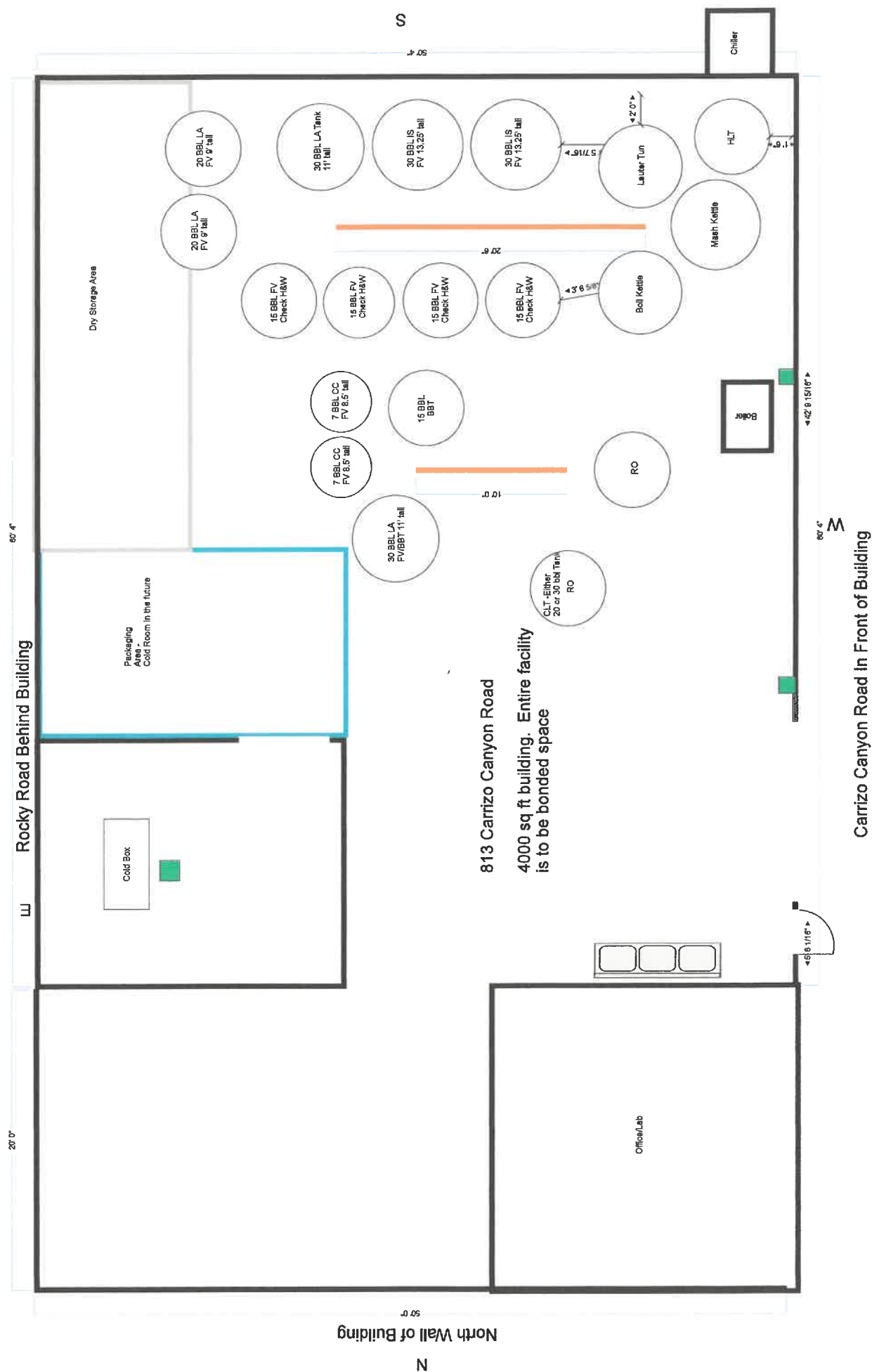
Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
open space																
Entertainment, recreational, health and exercise facility, indoor								P	P	P	P	C		P		
Entertainment, recreational, health and exercise facility, outdoor									C			P		P	P	Sec. 54-85(g)(2)
Shooting range, indoor and outdoor									C		C	C			C	Sec. 54-85(g)(2)
Swimming pool, commercial									C	C	C			C		Sec. 54-85(g)(3)
Utilities/Telecommunication																
Utilities, Major	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Utilities, Minor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless telecommunications	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 54-85(h)(1)
Accessory Uses																
Accessory dwelling unit	A												A	A		Sec. 54-85(i)(1)
Caretaker unit											A	A		A	A	Sec. 54-85(i)(2)
Drive up or drive through service window								A	A		A	A		A	A	Sec. 54-85(i)(3)
Home Occupation	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(4)
Family Child Care Home	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(5)
Outdoor storage, within enclosed yard									A		A	A		A	A	
Electrical Vehicle Charging Station, Commercial or Public			A	A				A	A	A	A	A	A	A	A	Sec. 54-85(i)(6)
Temporary Uses																
Special event								T	T	T	T	T		T	T	Special events permit
Outdoor sales								T		T						Sec. 54-85(j)(1)
Circus, carnival, or similar enterprise								T			T			T		Sec. 54-85(j)(2)

Please be advised that this should not be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie.Warren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator & Planner



AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 2.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: December 9, 2025

Re: Public Hearing for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

Item Summary:

Public Hearing for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties. Changes to Appendix "A" show the Deletion of Court Costs and the Increase of Village of Ruidoso Fines or Penalties by \$36

Financial Impact:

Any fines collected will be accounted for in the Traffic Safety Fees Special Revenue Fund (#298).

Item Discussion:

Public Hearing for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

Recommendations:

To Approve Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

ATTACHMENTS:

[Ordinance 2025-08 - Uniform Traffic Code.pdf](#)

[APPENDIX_A___FEES___FINES_AND_PENALTIES \(1\).pdf](#)

VILLAGE OF RUIDOSO

ORDINANCE 2025-08

AN ORDINANCE AMENDING THE VILLAGE OF RUIDOSO MUNICIPAL CODE OF ORDINANCES CHAPTER 12, UNIFORM TRAFFIC ORDINANCE; AND APPENDIX A—FEES, FINES, AND PENALTIES; ADOPTING BY REFERENCE THE 2025 UNIFORM TRAFFIC CODE AND CHANGES TO APPENDIX A.

WHEREAS, THE Governing Body of the Village of Ruidoso is updating the Uniform Traffic Ordinance, conforming to all updates and changes through July, 2025; and amending the fees, fines and penalties in Appendix A; and

WHEREAS, The Governing Body of the Village of Ruidoso has determined that these amendments are necessary; and

WHEREAS, The Governing Body have conducted a duly advertised public hearing to consider this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Village of Ruidoso that Chapter 12, Uniform Traffic Ordinance is hereby amended by the addition of new text and modification or deletion of existing text as follows:

The ~~strike-out~~ language is to be removed, and the additions to the section are **bold** and underlined.

Sec. 12-1. Adoption by reference:

The 2025 Compilation of the New Mexico Uniform Traffic Ordinance, comprising Sections 12-1-1 through 12-13-6 inclusive, and all changes through July, 2025, are herewith adopted by reference, pursuant to NMSA 1978, Section 3-17-6

~~Sec. 12-1. Adoption by reference; modifications.~~

~~The 2010 Compilation of the New Mexico Uniform Traffic Ordinance, comprising Sections 12-1-1 through 12-13-6 inclusive, and all changes through July 1, 2010, are herewith adopted by reference, pursuant to NMSA 1978, Section 3-17-6 with the following modifications:~~

~~(1) Delete Article II.~~

~~(2) Add a second sentence to 12-3-6 as follows:~~

~~A person 12 years and older shall receive a warning for the first offense and shall receive a citation for a second or subsequent offense.~~

~~(3) Add to 12-6-1.5A:~~

~~The owner or driver of a construction vehicle with a travel speed less than the posted speed limit that needs to be moved more than 1 mile on a collector or arterial street shall contact the police department before proceeding and provide the intended route and time of movement. The police department may instruct the owner or driver to delay departure or take another route.~~

~~(4) Delete 12-6-7.5, 12-6-7.6, 12-6-7.7 and 12-6-7.8.~~

~~(5) Delete 12-6-13.13C and renumber 12-6-13.13D and 12-6-13.13E as 12-6-13.13C and 12-6-13.13D.~~

~~(6) Insert in 12-6-13.14C(4) after the word "is" the word "not".~~

~~(7) Delete 12-8-13 through 12-8-23.~~

~~(8) Delete Article XI.~~

~~(9) 12-1-2.1 Access Aisle. "Access Aisle" means a space designed to allow a person with a significant mobility limitation to safely exit and enter a motor vehicle that is immediately adjacent to a designated parking space for persons with significant mobility limitations and that may be common to two such parking spaces of at least sixty inches in width or, if the parking space is designated for van accessibility, ninety-six inches in width, and clearly marked and maintained with blue striping, and after January 1, 2011 the words "NO PARKING" in capital letters, each of which shall be at least one foot high and at least two inches wide, placed at the rear of the parking space access aisle so as to be close to where an adjacent vehicle's rear tires would be placed (66-1-4.1 NMSA 1978).~~

~~(10) 12-8-5 Riding on Streets and Bicycle Paths.~~

~~A. No change.~~

~~B. No change.~~

~~C. Whenever a usable path for bicycles has been provided adjacent to a street, bicycle riders shall use such path and not use the street.~~

~~(11) 12-6-12.6 Unlawful Use of License; Driving when Privilege to do so has been Suspended or Revoked.~~

~~No person shall:~~

~~A. (1) display or cause or permit to be displayed or have in his possession any canceled, revoked or suspended driver's license or permit;~~

~~(2) lend his driver's license or permit to any other person or knowingly permit the use thereof by another;~~

~~(3) display or represent as one's own any driver's license or permit not issued to him;~~

- ~~(4) fail or refuse to surrender to the court upon its lawful demand any driver's license or permit which has been suspended, revoked or canceled;~~
- ~~(5) permit any unlawful use of driver's license or permit issued to him; (66-5-37 NMSA 1978)~~
- ~~(6) drive a motor vehicle on any public street or highway at a time when his privilege to do so is suspended [or revoked] and who knows or should have known that his license was suspended [or revoked]. Upon conviction, the person shall be punished by imprisonment for not less than four days nor more than ninety days or participation for an equivalent period of time in a certified alternative sentencing program, and there may be imposed in addition a fine of not more than five hundred dollars (\$500.00). When a person pays any or all of the cost of participating in a certified alternative sentencing program, the court may apply that payment as a deduction to any fine imposed by the court. (66-5-39 NMSA 1978) ; [Notwithstanding any other provision of law for suspension or deferment of execution of sentence, if the person's privilege to drive was revoked for driving under the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act, upon conviction under this section, that person shall be punished by imprisonment for not less than seven consecutive days and shall be fined not less than three hundred dollars (\$300.00) or not more than five hundred dollars (\$500.00) and the fine and imprisonment shall not be suspended, deferred or taken under advisement. No other disposition by plea of guilty to any other charge in satisfaction of a charge under this section shall be authorized if the person's privilege to drive was revoked for driving under the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act].~~
- ~~(7) drive a motor vehicle on a highway of this state at a time when the person's privilege to do so is revoked and who knows or should have known that the person's license was revoked is guilty of a misdemeanor and shall be charged with a violation of this section. Upon conviction, the person shall be punished, notwithstanding the provisions of Sec. 31-18-13 NMSA 1978, by imprisonment for not less than four days or more than ninety days or by participation for an equivalent period of time in a certified alternative sentencing program, and there may be imposed in addition a fine of not more than \$500. When a person pays any or all of the cost of participating in a certified alternative sentencing program, the court may apply that payment as a deduction to any fine imposed by the court; and~~
- ~~(8) notwithstanding any other provision of law for suspension or deferment of execution of a sentence, if the person's privilege to drive was revoked for driving under the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act, upon conviction shall be punished by imprisonment for not less than seven consecutive days and shall be fined not less than three hundred~~

~~dollars (\$300) and not more than five hundred dollars (\$500) and the fine and imprisonment shall not be suspended, deferred or taken under advisement. No other disposition by plea of guilty to any other charge in satisfaction of a charge under this section shall be authorized if the person's privilege to drive was revoked for driving under the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act. (66-5-39.1 NMSA 1978)~~

~~B. In addition to any other penalties imposed pursuant to the provisions of this section, when a person is convicted pursuant to the provisions of this section, the motor vehicle the person was driving shall be immobilized by an immobilization device for thirty days, unless immobilization of the motor vehicle poses an imminent danger to the health, safety or employment of the convicted person's immediate family or the family of the owner of the motor vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (66-5-39.1 NMSA 1978)~~

~~(12) 12-12-3 Conduct of Arresting Officer—Notices by Citation. Amended 2013~~

~~A. Except as provided in Section 12-12-5, unless a penalty assessment or warning notice is given, whenever a person is arrested for any violation of this ordinance or other law relating to motor vehicles punishable as a misdemeanor, the arresting officer, using the uniform traffic citation in paper or electronic form, shall complete the information section and prepare a notice to appear in court, specifying the time and place to appear, have the arrested person sign the agreement to appear as specified, give a copy of the citation to the arrested person and release him from custody.~~

~~B. Whenever a person is arrested for violation of a penalty assessment misdemeanor and elects to pay the penalty assessment, the arresting officer, using the uniform traffic citation in paper or electronic form, shall complete the information section and prepare the penalty assessment notice indicating the amount of the penalty assessment, have the arrested person sign the agreement to pay the amount prescribed, give a copy of the citation along with a business reply envelope addressed to the municipal court with jurisdiction and release him from custody. No officer shall accept custody or payment of any penalty assessment. If the arrested person declines to accept a penalty assessment notice, the officer shall issue a notice to appear. (66-8-123 B NMSA 1978)~~

~~C. The arresting officer may issue a warning notice, but shall fill in the information section of the uniform traffic citation in paper or electronic form and give a copy to the arrested person after requiring his signature on the warning notice as an acknowledgment of receipt. No warning notice issued under this section shall be used as evidence of conviction for purposes of suspension or revocation of license under Section 66-5-30 NMSA 1978.~~

- ~~D. In order to secure his release, the arrested person must give his written promise to appear in court, or to pay the penalty assessment prescribed or acknowledge receipt of a warning notice.~~
- ~~E. Any officer violating this section is guilty of misconduct in office and is subject to removal. (66-8-123 NMSA 1978)~~
- ~~F. An electronic traffic citation, prescribed by Sec 12-12-3.1, is an electronic version of the uniform traffic citation. For the purposes of this section, an electronic citation may be completed instead of a uniform traffic citation; provided, however, that where this section requires a copy of a citation to be given to an arrested person, a physical copy of the citation shall be provided whether a uniform traffic citation or an electronic form of the uniform traffic citation was used. An electronic form of the uniform traffic citation may be signed electronically.~~

~~(13) 12-12-3.1 Electronic Uniform Traffic Citation.~~

- ~~A. An electronic version of a uniform traffic citation shall include the same information required to be included in a uniform traffic citation. An electronic version of a uniform traffic citation may be signed electronically and a law enforcement officer may submit or file with a court an electronic version of a uniform traffic citation if prior permission of the department has been secured. Where the law requires a law enforcement officer to provide a copy of a citation to a person cited or arrested, a physical copy of the citation shall be provided regardless of whether a paper uniform traffic citation or an electronic version of a uniform traffic citation was used. (66-8-128 NMSA 1978)~~

~~(14) 12-12-11 Abstract of Traffic Cases—Report on Convictions.~~

- ~~A. Every municipal judge shall keep a record of every traffic complaint, uniform traffic citation and other form of traffic charge filed in the judge's court or its traffic violations bureau and every official action and disposition of the charge by that court. The court shall notify the Department if a defendant fails to appear on a charge of violating the Motor Vehicle Code or other law or ordinance relating to motor vehicles.~~
- ~~B. Within ten days of the later of entry of [judgment and sentence or failure to appear on a charge of violating] a final disposition on a conviction for violation of this ordinance or other law or ordinance relating to motor vehicles or the final decision of any higher court that reviews the matter and from which no appeal or review is successfully taken, every municipal judge, including children's court judges, or the clerk of the court in which the entry of [judgment and sentence or failure to appear] the final disposition occurred shall prepare and forward to the department an abstract of the record containing the name and address of the defendant; the specific section number and common name of the provision of the local law, ordinance or regulation under which the defendant was tried; the~~

~~plea, finding of the court and disposition of the charge, including fine or jail sentence or both [forfeiture of bail or dismissal of the charge]; total costs assessed to the defendant; the date of the hearing; the court's name and address; whether defendant was a first or subsequent offender; and whether the defendant was represented by counsel or waived his right to counsel and, if represented, the name and address of counsel.~~

~~C. The abstract of record prepared and forwarded under Subsection B of this section shall be certified as correct by the person required to prepare it. With the prior approval of the department, the information required in Subsection B of this Section may be transmitted electronically to the department. Report need not be made of any disposition of a charge of illegal parking or standing of a vehicle except when the uniform traffic citation is used.~~

~~D. When the uniform traffic citation is used, the court shall provide the information required in Subsection B of this Section in the manner prescribed by the director. A copy of each penalty assessment processed shall be forwarded to the division within ten (10) days of completion of local processing for posting to the driver's record. With the prior approval of the director, the required information may be submitted to the division by electronic means in lieu of forwarding copies of the penalty assessments.~~

~~E. The willful failure or refusal of any judicial officer to comply with this section is misconduct in office and grounds for removal. (66-8-135 NMSA 1978)~~

PASSED, APPROVED, AND ADOPTED on this 9th day of December, 2025.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

APPENDIX A FEES, FINES AND PENALTIES¹

APPENDIX A FEES, FINES AND PENALTIES²

Municipal Court Fees (Chapters 1 and 12)			
VORMC	NMSA 1978	Description	Fee
1-6(e), 12-12-1.3	35-14-11(1)	Municipal Ordinance Corrections Fee <u>Repealed by NM State Statute</u>	20
12-12-1.3	35-14-11(2)	Municipal Ordinance Judicial Education Fee <u>Repealed by NM State Statute</u>	3
12-12-1.3	35-14-11(3)	Municipal Ordinance Court Automation Fee <u>Repealed by NM State Statute</u>	6
		Municipal Court Fees <u>Repealed by NM State Statute</u>	29
1-6(g)		Traffic Safety <u>Repealed</u>	3
		UTO Fees	32
12-6-12.2	35-14-7	Chemical and other tests	85
12-6-12.2	35-14-7	Prevention of DWI	75
		DWI Fees	192
		Drug	104
Chapter 12. Uniform Traffic Ordinance Fees			
12-6-8.2		Permit Fee for Curb Loading Zone	25 for 22 ft. + 0.25 per ft. over 22
12-6-9.2		Permit Fee for public carrier stops and stands	100 per year in CBD and 25 per year elsewhere
12-6-11.1E		Fee for single trip special permit	15
		New driver test as requested by DMV	10
		Driver test as requested by DMV for person transferring from another state or lapsed license renewal	15
Municipal Code Fines and Penalties			

¹Editor's note(s)—Section 4 of Ord. No. 2010-12, adopted Nov. 9, 2010, retitled Appendix A, Fee Schedule, to read as herein set out.

Cross reference(s)—Businesses, ch. 26.

²Editor's note(s)—Section 4 of Ord. No. 2010-12, adopted Nov. 9, 2010, retitled Appendix A, Fee Schedule, to read as herein set out; Deposits for water and sewer services and water rates have been included in appendix U to chapter 86.

Cross reference(s)—Businesses, ch. 26.

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

Except for fines or penalties expressly stated in state law or local ordinance, the fine or penalty shown is the usual fine or penalty imposed. Certain fines or penalties also either require or may include time in jail or community service. Where no amount is shown the Judge has discretion to impose a fine or penalty from \$0 to \$500 and/or up to 90 days in jail.

Chapter 12. Uniform Traffic Ordinance				
UTO	MVC NMSA 1978	Common Name	VOR Fine or Penalty	Total with Court Costs
12-3-2	66-7-4	Obedience to Officers		
12-3-6		Use of coaster wagons, roller skates, skateboards or similar devices restricted		
12-4-1	66-7-201	Accidents involving death or personal injury		
12-4-2	66-7-202	Accidents involving damage to vehicle		
12-4-3	66-7-203	Duty to give information and render aid		
12-4-4	66-7-204	Duty upon striking unattended vehicle		
12-4-5	66-7-205	Duty upon striking fixtures or other property upon a street		
12-4-6	66-7-206	Immediate notice of accidents		
12-4-7	66-7-207	Written reports of accidents		
12-4-8	66-7-212	Garages, dealers and wreckers of vehicles to report		
12-4-9		False reports		
12-5-3	66-7-104	Obedience to required traffic control device	24-60	56
12-5-6	66-7-105	Lights and their application to vehicles and pedestrians	24-60	56
12-5-7	66-7-106	Pedestrian control signals	24-60	56
12-5-8	66-7-107	Flashing signals	24-60	56
12-5-9		Lane direction control signals	24-60	56
12-5-10	66-7-108	Display of unauthorized signs, signals or markings	100-136	132
12-5-11	66-7-190	Interference with official traffic control devices or railroad signals	100-136	132
12-6-1.1		Basic rule (too fast for conditions)	30-66	62
12-6-1.2	66-7-301	Speed limits		
		Up to and including ten miles an hour over the speed limit	24-60	56
		Up to and including ten miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	48-84	80
		Eleven up to and including fifteen miles an hour over the speed limit	42-78	74
		Eleven up to and including fifteen miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	84-120	116
		Sixteen up to and including twenty miles an hour over the speed limit	84-120	116
		Sixteen up to and including twenty miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	168-204	200
		Twenty-one up to and including twenty-five miles an hour over the speed limit	126-162	158

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

		Twenty-one up to and including twenty-five miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	252 <u>288</u>	284
		Twenty-six up to and including thirty miles an hour over the speed limit	156 <u>192</u>	188
		Twenty-six up to and including thirty miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	312 <u>348</u>	344
		Thirty-one up to and including thirty-five miles an hour over the speed limit	186 <u>222</u>	218
		Thirty-one up to and including thirty-five miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	372 <u>408</u>	404
		More than thirty-five miles an hour over the speed limit	246 <u>282</u>	278
		More than thirty-five miles an hour over the speed limit, safety or construction zone <u>or school zone</u>	492 <u>528</u>	524
12-6-1.5	66-7-305	Minimum speed regulation	36 <u>72</u>	68
12-6-1.7	66-7-306	Special speed limitations	36 <u>72</u>	68
12-6-2.1	66-7-308	Drive on right side of street - exceptions	36 <u>72</u>	68
12-6-2.2	66-7-309	Passing vehicles proceeding in opposite direction (yield half of street)	36 <u>72</u>	68
12-6-2.3	66-7-310	Overtaking a vehicle on the left (safe pass and overtaken move right)	36 <u>72</u>	68
12-6-2.4	66-7-312	Limitations on overtaking on the left (oncoming traffic)	36 <u>72</u>	68
12-6-2.5	66-7-313	Further limitations on driving left of center of street (crest of hill, etc.)	36 <u>72</u>	68
12-6-2.6	66-7-311	When overtaking on the right is permitted	36 <u>72</u>	68
12-6-2.7	66-7-315	No passing zones and restrictions on passing	36 <u>72</u>	68
12-6-2.9		Obedience to signs designating one-way streets and alleys	36 <u>72</u>	68
12-6-2.10	66-7-316	Rotary traffic islands	36 <u>72</u>	68
12-6-2.11		Restricted direction of movement on streets during certain periods	36 <u>72</u>	68
12-6-2.12	66-7-317	Driving on streets laned for traffic	36 <u>72</u>	68
12-6-2.13	66-7-318	Following too closely	36 <u>72</u>	68
12-6-2.14	66-7-319	Driving on divided streets	36 <u>72</u>	68
12-6-4.1	66-7-328	Vehicle approaching or entering intersection	36 <u>72</u>	68
12-6-4.2	66-7-329	Vehicles turning left at intersection	36 <u>72</u>	68
12-6-4.3C	66-7-330	Vehicle entering stop or yield intersection	36 <u>72</u>	68
12-6-4.3E	66-7-345	Stop at intersection with yield sign	36 <u>72</u>	68
12-6-5.1	66-7-322	Required position and method of turning at intersection	36 <u>72</u>	68
12-6-5.4		Obedience to no turn sign	36 <u>72</u>	68
12-6-5.5		Limitations on turning around (U-turn prohibited in business district)	36 <u>72</u>	68
12-6-5.6	66-7-323	Turning on curve or crest of grade prohibited (U-turn)	36 <u>72</u>	68
12-6-5.7	66-7-324	Starting parked vehicle	36 <u>72</u>	68
12-6-5.8	66-7-325	Turning and stopping movements and required signals	36 <u>72</u>	68
12-6-5.9	66-7-326	Signals by hand and arm or signal device	36 <u>72</u>	68
12-6-5.10	66-7-327	Method of giving hand and arm signals	36 <u>72</u>	68

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-6-6.1	66-7-351	Stopping, standing or parking prohibited in specified places	24 <u>60</u>	24
12-6-6.2	66-7-352	Additional parking regulations	24 <u>60</u>	24
12-6-6.3	66-3-852	Stopped or parked vehicles not to interfere with other traffic	24 <u>60</u>	24
12-6-6.4		Parking in alleys	24	24
12-6-6.5		All night parking prohibited	24 <u>60</u>	24
12-6-6.6		Parking for certain purposes prohibited	24 <u>60</u>	24
12-6-6.7		Parking adjacent to schools prohibited	24 <u>60</u>	24
12-6-6.8		Parking prohibited on narrow streets	24 <u>60</u>	24
12-6-6.9		Standing or parking on one-way streets	24	24
12-6-6.10		Standing or parking on divided streets	24	24
12-6-6.11		No stopping, standing or parking near hazardous or congested places	24 <u>60</u>	24
12-6-6.12		Stopping, standing or parking restricted or prohibited on certain streets	24	24
12-6-6.13	66-7-352	Angle parking and permits for loading or unloading at an angle to the curb	24	24
12-6-6.14	66-7-349	Stopping, standing or parking outside business or residence district	24 <u>60</u>	24
12-6-7.1	66-7-331, 66-7-346	Emerging from alley, building, driveway or private road	24 <u>60</u>	56
12-6-7.2		Stop when traffic obstructed	30 <u>66</u>	62
12-6-7.3A	66-7-347	Stopping for school bus	126 <u>162</u>	158
12-6-7.3D	66-7-348	Failure to turn off school bus flashing warning signal light	24 <u>60</u>	56
12-6-7.4A, 4B	66-7-332	Failure to yield, oncoming emergency vehicle	66 <u>102</u>	98
12-6-7.4C	66-7-332.1	Failure to yield, oncoming non-emergency vehicle	42 <u>78</u>	74
12-6-8.3		Stopping, standing or parking in passenger curb loading zones	24	24
12-6-8.4		Stopping, standing or parking in freight curb loading zones	24	24
12-6-9.3		Stopping, standing or parking of buses and taxicabs regulated	24	24
12-6-9.4		Restricted use of bus or taxicab stands	24	24
12-6-11.1	66-7-413	No permit or violation of permit for excessive size or weight	66	98
12-6-11.2	66-3-887	Slow-moving vehicle identification	36 <u>72</u>	68
12-6-11.3	66-7-314	Escort to be furnished for movement of hazardous vehicles	36 <u>72</u>	68
12-6-12.1	66-8-102, 66-8-104 66-8-112	Operating a motor vehicle under the influence of intoxicating liquor or drugs; chemical testing; officer to file statement; immediate license revocation		
12-6-12.2	66-5-504, 66-8-102, 66-8-10466- 8-112	Operating a motor vehicle under the influence of intoxicating liquor or drugs; penalties; sentencing; fees		
12-6-12.3	66-8-113	Reckless driving (1st, 25 to 100 and/or 5 to 90 days; 2nd or subsequent, 50 to 300 and/or 10 to 90 days)		
12-6-12.4	66-8-114	Careless driving		

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-6-12.5	66-5-2	Operators and chauffeurs must be licensed		
12-6-12.6	66-5-37, 66-5-39	Unlawful use of license; driving when privilege to do so has been suspended or revoked (multiple prescribed penalties)		
12-6-12.7		Fleeing or attempting to elude a police officer		
12-6-12.8	66-7-353	Unattended motor vehicle	36-72	68
12-6-12.9	66-7-354	Limitations on backing	36-72	68
12-6-12.10	66-7-357	Obstruction to driver's view or driving mechanism	36-72	68
12-6-12.11	66-7-358	Restrictions on use of television in motor vehicles	36-72	68
12-6-12.12	66-7-360	Coasting prohibited	36-72	68
12-6-12.13	66-7-361	Following fire apparatus prohibited	138-174	170
12-6-12.14	66-7-362	Crossing fire hose	138-174	170
12-6-12.15	66-7-361	Driving though safety zones prohibited	36-36	68
12-6-12.16		Vehicles shall be driven only on streets, private roads or driveways	60-96	92
12-6-12.17		Driving on sidewalk and private property	42-78	74
12-6-12.18		Prohibited activities while driving	30	62
12-6-12.19	66-8-115	Racing on streets	200-236	232
12-6-12.20		Processions	50	82
12-6-12.21	28-7-4	Driver to take precautions approaching the blind	100-136	132
12-6-12.22	66-8-121	Offenses by persons owning or controlling vehicles	36	68
12-6-12.23A	66-5-40	Permitting unlicensed minor to drive	36-72	68
12-6-12.23B	66-5-41	Permitting unauthorized person to drive	36-72	68
12-6-12.24	66-8-120	Parties to unlawful acts		
12-6-13.1		Offenses relating to driving under the influence	66	98
12-6-13.2		Unlawful riding	30-66	62
12-6-13.3		Unhitched trailer on street	24-60	56
12-6-13.4	66-3-506	Moving or molesting unattended vehicle		
12-6-13.5 A—C	66-7-364	Destructive or injurious material on roadway	366-402	398
12-6-13.5 D, E	66-7-407	Failure to secure load	126-162	158
12-6-13.6		Trains and buses not to obstruct streets	30	62
12-6-13.7		Boarding or alighting from vehicle	30-66	62
12-6-13.8	66-7-367	Improper opening of doors	30-66	62
12-6-13.9	66-7-366	Occupied moving house trailer	30-66	62
12-6-13.10	66-7-363	Animals on street	30	62
12-6-13.11	66-7-359	Driving on mountain streets	30-66	62
12-6-13.12	66-7-369	Child passenger restraint; penalty; enforcement	80-116	112
12-6-13.13	66-7-372	Mandatory use of seatbelts	50-86	82
12-6-13.14	66-8-139	Consumption or possession of alcoholic beverages in open containers in a motor vehicle prohibited - exceptions (first offense)	50-86	82
12-6-13.14	66-8-139	Consumption or possession of alcoholic beverages in open containers in a motor vehicle prohibited - exceptions (second or subsequent offense adds loss of license)		

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-6-13.15	30-8-4	Littering	100 <u>300</u>	132
12-6-14.1	66-7-333	Pedestrian obedience to traffic control devices and traffic regulations	30 <u>66</u>	62
12-6-14.2	66-7-334	Pedestrian's right-of-way in crosswalks	30 <u>66</u>	62
12-6-14.3	66-7-338	Pedestrians to use right half of crosswalk	30 <u>66</u>	62
12-6-14.4	66-7-335	Crossing at other than crosswalks	30 <u>66</u>	62
12-6-14.5	66-7-339	Pedestrians on streets	30 <u>66</u>	62
12-6-14.6	66-7-340	Pedestrians soliciting rides or business	30 <u>66</u>	62
12-6-14.8	66-7-337	Drivers to exercise due care	50 <u>86</u>	82
12-6-16	66-3-1102	Electric personal assistive mobility device (1st, warning; 2nd, 10; 3rd, 10 plus up to 30- day impound)		
12-6-16.1	66-3-887, 66-7-405	Neighborhood electric cars	24 <u>60</u>	56
12-7-2		Operating motorcycles on streets laned for traffic	30 <u>66</u>	62
12-7-3		Clinging to other vehicles	30	62
12-7-4	66-7-355	Riding on motorcycles	30 <u>66</u>	62
12-7-5	66-7-355	Eye-protective devices or windshields	30 <u>66</u>	62
12-7-6	66-7-356	Mandatory use of protective helmet	30 <u>66</u>	62
12-7-7		Footrests and handlebars	30	62
12-7-8		Motorcycle maneuverability	30	62
12-7-9.1	66-3-1003	Off-highway motor vehicles - registration; plate requirement	30 <u>66</u>	62
12-7-9.2	66-3-1011	Operation of off-highway motor vehicles on streets or highways prohibited - prohibited areas	30 <u>66</u>	62
12-7-9.3	66-3-1012	Driving off-highway motor vehicles adjacent to streets	30 <u>66</u>	62
12-7-9.4	66-3-1013	Operation of off-highway motor vehicles on private lands	30 <u>66</u>	62
12-7-9.5.1.1	66-3-1014	Accidents and accident reports		
12-7-9.7	66-3-1005	Exemptions		
12-7-9.8		Off-highway motor vehicle safety permit; requirements, issuance		
12-7-9.9		Operation and equipment - safety requirements		
12-7-9.10	66-3-1020	Penalties		
	Class 1 violations		10	42
	Class 2 violations		50	82
	Class 3 violations		100	132
	Class 4 violations		200	232
	Second, third and subsequent within 3 years increases penalty one level			
12-7-10	66-3-1101	Mopeds - standards - operator requirements - application of motor vehicle code		
12-8-3	66-3-703	Riding bicycles	18 <u>54</u>	50
12-8-4	66-3-704	Clinging to vehicles	18 <u>54</u>	50
12-8-5	66-3-705	Riding on streets and bicycle paths	18 <u>54</u>	50
12-8-6	66-3-706	Carrying articles	18 <u>54</u>	50
12-8-7	66-3-707	Lamps and other equipment on bicycles	18 <u>54</u>	50
12-8-8		Obedience to traffic control devices	18	50

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-8-9		Parking	18	18
12-8-10		Speed	18	50
12-8-11		Emerging from alley, driveway, private road or building	18	50
12-8-12		Riding on sidewalks	18	50
12-8-13		License required	18	50
12-8-20		Rental agencies	24	56
12-8-21		Dealers	24	56
12-9-3		Parking meter spaces	18	18
12-9-4		Parking time limits	18	50
12-9-5		Deposit of coins	18	50
12-9-6		Use of slugs prohibited	18	50
12-9-7		Tampering with meter	24	56
12-9-8		Presumption of unlawful parking	18	18
12-9-9	66-7-352.5	Parking in designated disabled parking spaces (250 to 500)	250-500	
12-10-1.1	66-3-801	Prohibited acts (unsafe vehicle)	18-54	50
12-10-1.2	66-3-901	Vehicles to be in safe condition	30-66	62
12-10-1.3	66-3-802	When lighted lamps are required	18-54	50
12-10-1.4	66-3-803	Visibility distance and mounted height of lamps	18-54	50
12-10-1.5	66-3-804	Head lamps on motor vehicles	18-54	50
12-10-1.6		Dimming of lights	18-54	50
12-10-1.7	66-3-805	Tail lamps	18-54	50
12-10-1.8	66-3-806	Vehicles to be equipped with reflectors	18-54	50
12-10-1.9	66-3-807	Stop lamps, signal lamps and signal devices	18-54	50
12-10-1.10	66-3-844	Mufflers - prevention of noise - emission control devices	18-54	50
12-10-1.11	66-3-824	Lamp or flag on projecting load	18-54	50
12-10-1.12	66-3-846	Windshield must be unobstructed and equipped with wipers; windows must be transparent; exceptions	18-54	50
12-10-1.12A	66-3-846	Sun screening material on windshields and windows; requirements; violation; penalty (up to 75)	18-54	50
12-10-1.13		Prohibiting lugs	18	50
12-10-1.14		Permission to use emergency equipment on other than official vehicles	50	82
12-10-1.15	66-3-847	Prohibiting metal tires and dragging load	50-86	82
12-10-1.16	66-3-840	Brakes	18-54	50
12-10-1.17	66-3-843	Horns and warning devices	18-54	50
12-10-1.18	66-3-845	Mirrors	18-54	50
12-10-1.20	66-3-809	Additional equipment required	18-54	50
12-10-1.21	66-3-810	Color of clearance lamps, side marker lamps and reflectors	18-54	50
12-10-1.22	66-3-811	Lamps and reflectors - truck tractors and road tractors	18-54	50
12-10-1.23	66-3-812	Lamps and reflectors - large semi-trailers, full trailers and house trailers	18-54	50
12-10-1.24	66-3-813	Lamps and reflectors - small semi-trailers, house trailers and trailers	18-54	50
12-10-1.25	66-3-814	Lamps and reflectors - pole trailers	18-54	50

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-10-1.26	66-3-815	Lamps and reflectors - combinations in driveway - towaway operations	18-54	50
12-10-1.27	66-3-816	Mounting of reflectors, clearance lamps and side marker lamps	18-54	50
12-10-1.28	66-3-817	Clearance lamps to indicate extreme width, height and length	18-54	50
12-10-1.29	66-3-818	Side marker lamps combined with clearance lamps	18-54	50
12-10-1.30	66-3-819	Combination tail and stop lamps	18-54	50
12-10-1.31	66-3-820	Lighting devices to be electric	18-54	50
12-10-1.32	66-3-821	Requirements for headlamps and auxiliary road-lighting lamps	18-54	50
12-10-1.33	66-3-822	Requirements for clearance, side marker and other lamps	18-54	50
12-10-1.35	66-3-825	Lamps on parked vehicles	18-54	50
12-10-1.36	66-3-826	Lamps on other vehicles and equipment	18-54	50
12-10-1.37	66-3-827	Spot lamps and auxiliary lamps	18-54	50
12-10-1.38	66-3-829	Additional lighting equipment	18-54	50
12-10-1.39	66-3-830	Multiple-beam road-lighting equipment	18-54	50
12-10-1.40	66-3-831	Use of multiple-beam road-lighting equipment (failure to dim)	18-54	50
12-10-1.41	66-3-832	Single-beam road-lighting equipment	18-54	50
12-10-1.42	66-3-833	Alternate road-lighting equipment	18-54	50
12-10-1.43	66-3-834	Number of driving lamps required or permitted	18-54	50
12-10-1.44	66-3-835	Special restrictions on lamps	18-54	50
12-10-1.45	66-3-836	Lights on snow-removal equipment	18-54	50
12-10-1.46B	66-3-851	Unattended vehicles	18-54	50
12-10-1.47	66-3-852	Stopped vehicle not to interfere with other traffic	18-54	50
12-10-1.48	66-3-853	Emergency signals - disabled vehicle	18-54	50
12-10-1.49	66-3-854	Non-emergency signals - stopped or parked vehicle	18-54	50
12-10-1.50	66-3-855	Emergency signals - flame producing	18-54	50
12-10-1.51	66-3-856	Emergency signals - dangerous cargo	18-54	50
12-10-2	66-3-858, 66-3-873	Transporting or handling explosives or dangerous articles		
12-10-3.1		Restrictions on use of streets by certain vehicles	24-60	56
12-10-3.2	66-7-405	Minimum vehicle size	24-60	56
12-10-3.3	66-7-403	Projecting loads on passenger vehicles	24-60	56
12-10-3.4	66-7-406	Special projecting load limits	24-60	56
12-10-3.5	66-7-408	Trailers and towed vehicles	24-60	56
12-10-3.6	66-7-402	Width of vehicles	24-60	56
12-10-3.7	66-7-404	Height and length of vehicles and loads	24-60	56
12-10-4	66-3-17, 66-3-18	Display of current registration plate		
12-10-5	66-3-13	Evidence of registration to be signed and exhibited on demand		
12-10-6	66-5-205	Mandatory financial responsibility		
12-12-7	66-8-126	Failure to obey notice to appear		

- CODE OF ORDINANCES
APPENDIX A FEES, FINES AND PENALTIES

12-12-181		Penalties for towed, relocated and stored vehicle (50 plus 10 per day)		
12-12-21	66-7-401 66-7-416	Liability for damage		

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Eric Queller, Emergency Manager
Levi Beaty, Public Works Director

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Village of Ruidoso Snow and Ice Removal Plan.

Item Summary:

Discussion and Possible Action on Village of Ruidoso Snow and Ice Removal Plan.

Financial Impact:

None

Item Discussion:

Village of Ruidoso Snow and Ice Removal Plan.

Recommendations:

To Approve Village of Ruidoso Snow and Ice Removal Plan.

ATTACHMENTS:

[Snow and Ice Removal Plan 12-2025.pdf](#)

[Council Presentation for Snow and Ice Plan 12-2025.pdf](#)



ESF 3
PUBLIC WORKS &
ENGINEERING



SNOW AND ICE REMOVAL

VILLAGE OF RUIDOSO
EMERGENCY OPERATIONS PLAN



VILLAGE OF RUIDOSO
FY 2025-2027

Snow and Ice Removal Plan 2025-27



RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY
1	Nov 12, 2024	Phone Number Edit	EQ
2	Nov 6, 2025	Phone and Personal Edits	EQ

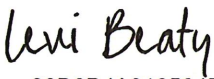
Snow and Ice Removal Plan 2025-27



APPROVAL AND IMPLEMENTATION

VILLAGE OF RUIDOSO, NEW MEXICO

Snow and Ice Removal Plan

Signed by:	Date
	
32D9B4A918524DA...	12/5/2025
DocuSigned by:	Date
	
9B5D84F95A954E4...	12/5/2025
DocuSigned by:	Date
	
E3B89F5FAE0F4B4...	12/5/2025
Parks & Rec Director	Date
Signed by:	Date
	
64F9794B4B1F4D3...	12/5/2025
Police Chief	Date

Snow and Ice Removal Plan 2025-27



Mayor Lynn Crawford

Date

Councilor Rafael Salas

Date

Councilor Greg Cory

Date

Councilor Joseph Eby

Date

Councilor Susan Lutterman

Date

Councilor Gary Jackson

Date

Snow and Ice Removal Plan 2025-27



CONTENTS

APPROVAL AND IMPLEMENTATION.....	3
OPERATIONS	7
PRIORITY ROUTES.....	8
FIRST PRIORITY	9
SECOND PRIORITY	9
THIRD PRIORITY	9
PLOWING PROCESS	10
RESPONSIBILITIES.....	11
Village Manager and Deputy Village Manager.....	11
Public Works Director & Streets Manager	11
Ruidoso Police Department (RPD) & Central Dispatch	12
Ruidoso Fire Department (RFD).....	13
Sierra Blanca Regional Airport (SBRA)	13
Parks & Recreation Department	13
Emergency Manager.....	13
Public Information Officer (PIO).....	13
EQUIPMENT & MATERIAL.....	14
APPENDIX A: PHONE LIST.....	14
APPENDIX B: SNOW AND ICE REMOVAL MAP	15

Snow and Ice Removal Plan 2025-27

**Snow & Ice Removal Plan - Village of Ruidoso****2025-27**

The *purpose* of the Snow and Ice Removal Plan is to provide coordination and support to activation of, and response to, incidents of winter storm(s) that result in impacts to the Village of Ruidoso (VOR). The plan will provide detailed content for responsible departments, departmental equipment, communications, activation processes and overall operations.

The *primary objectives* of the Snow and Ice Removal Plan are to:

- Provide the VOR with the ability to keep Village roads, sidewalks, walking trails, and river trails open, clear, and safe.
- Ensure the continuance of essential services following major inclement weather situations by clearing accumulated snowfall.
- Provide a uniform plan, or level of service, to be followed during emergency snow and ice storms.

Snow and Ice Removal Plan 2025-27

**INITIAL ACTIONS**

The VOR staff will work together to determine the support required for anticipated winter storm incidents and snow removal operations, details are described throughout this plan. The plan implementation shall be directed by the Streets Manager, under the supervision of the Public Works Director.

Upon notice of a storm cell approaching, the Public Works Director, the Streets Manager, and the Emergency Manager will begin monitoring weather reports and current weather conditions to determine when crews and equipment may be needed to prepare for a winter storm response.

OPERATIONS

The highest-ranked Ruidoso Police Department (RPD) Officer on shift shall be the designated employee to initiate notice of roadway snow accumulation(s) or an incoming winter storm. Per [Figure 1: Process of Notification](#), the RPD's highest-ranked Officer on shift will notify Dispatch of impacts to travel and hazardous road conditions, including location. Dispatch will make direct phone call notifications in order, only moving to the next contact if the previous individual does not answer:

1. Streets Manager
If no answer → proceed to
2. Public Works Director
If no answer → proceed to
3. Assistant Public Works Director
If no answer → proceed to
4. Village Manager

As soon as the Streets Manager receives notification from Dispatch, they will immediately inform, via text message, the Village Manager, the Deputy Village Manager, the Public Works Director, and the Emergency Manager of the situation. Information to be shared may include, but is not limited to, the number of personnel being called out, the equipment being mobilized, and all other necessary information. Details may vary from storm to storm.

Snow and Ice Removal Plan 2025-27



PRIORITY ROUTES

Roadways will be cleared through a priority route(s) process established as such:

1. State Highways (Sudderth and Mechem) as agreed/designated by the New Mexico Department of Transportation (NMDOT).
 - a. The Streets Manager will keep in communication with NMDOT and the VOR Emergency Manager, should the impacts exceed the VOR staff capacity, and the need for State support arises.
2. Arterial and collector streets, including the airport runway and apron, at the discretion of the Airport Manager.
3. Ruidoso Municipal School Bus route, see attached *school bus route snow plowing* PDF, which correlates with the first, second, and third priority lists on the following page.
4. VOR neighborhood Streets and parking lots owned by the VOR.
5. Additional routes as designated by the Streets Manager.

Snow and Ice Removal Plan 2025-27



FIRST PRIORITY

Snow Removal	Salt/Sand Routes
First Priority	
Sudderth Drive	Sudderth/traffic lights
Mechem Drive	Upper Canyon Bridges
Paradise Canyon Road	Mechem Drive to Ski Run Road
Hull Road	White Mountain Drive
Gavilan Canyon Road	Hull Road
Cree Meadows Drive	Warrior Drive
Country Club Drive	Cree Meadows Drive
Eagle Drive	Sudderth
White Mountain Drive	Evergreen Road
Grindstone Canyon Road	Paradise Canyon Road
Carrizo Canyon Road	Country Club Drive
Warrior Drive	Homestead Acres/Gavilan
El Paso Road	Chase Street
Center Street	Skylane Drive
Reese Drive	Eagle Drive
Mescalero Trail	Center Street
Main Road	Grindstone Canyon Road
	Carrizo Canyon Road

SECOND PRIORITY

Second Priority		
Snow Removal		Salt/Sand Routes
Porr Avenue	Rim Road	Main Road
Cliff Drive	Warwick Drive	Brady Canyon Road
Virginia Canyon	Crown Drive	K Street
Brady Canyon Road	Camelot Drive	Keyes Drive
Ebarb Drive	Excalibur Road	Mescalero Trail
Perk Canyon Drive	Hart Avenue	Pinecliff Area
Flume Canyon Drive	Snowcap Drive	Crown Drive to apartments
First Street	McBride Drive	Wingfield Street
Grove Drive	Timberline Road	Fifth Street
Fir Drive	Canyon Drive	"D" Street
Shady Lane	L.L. Davis Drive	
Rio Arriba Road	College Drive	
Mockingbird Lane	Wingfield Street	
University Drive	D Street	
Starlight Road	Fifth Street	

THIRD PRIORITY

Third Priority	
All other residential streets	
Parking Lots	
Village Hall & Library	
Police Station including sally port front & back	
Main Fire Station on Sudderth	
Upper Canyon Fire Station on Main Road	
Fire Station #2 on White Mountain Drive	
Wingfield complex including Annex, Water Shop & Purchasing Warehouse	
Senior Center & School House Park	
Wingfield Street at Center Street	
Center Street at Texas Street	
Rio Street behind Mountain Arts	
Rio Street at Eagle (old fire station)	

Snow and Ice Removal Plan 2025-27



PLOWING PROCESS

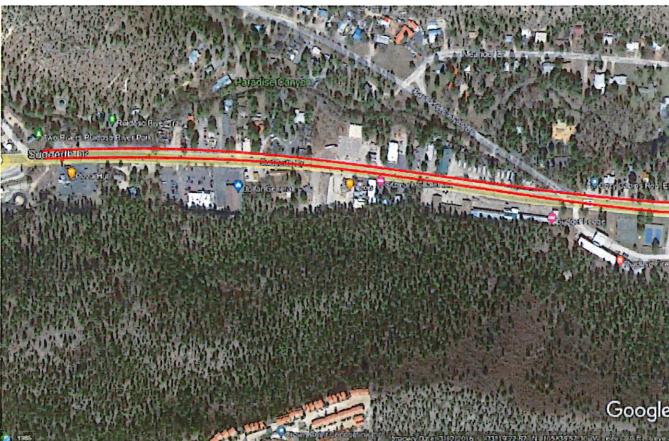
Following initial notification(s) and activation(s) for snow removal, the crew will proceed with the following process to clear snow from the main traveling vessels within the Village:



From Hickory and Sudderth Dr. to the circle at Upper Canyon, all snow will be plowed to the center of the road.



From Hickory to Carrizo Canyon Road, all snow will be plowed to the South side of the road.



From Carrizo Canyon on Sudderth Dr. to HWY 70, East bound lane will be plowed to the center of the road, West bound lane will be plowed to the North side of road.

All other roadways will be plowed to each side of the roads.

Snow and Ice Removal Plan 2025-27



RESPONSIBILITIES

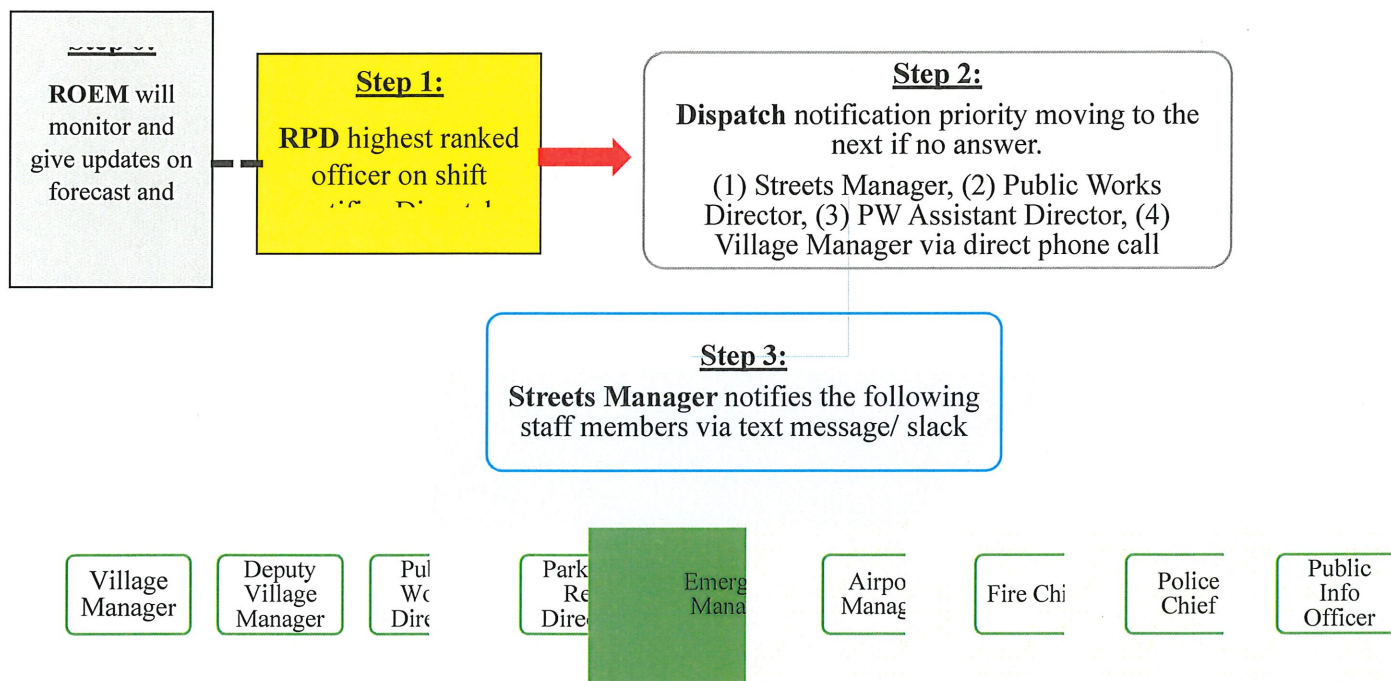
The following content outlines the responsibility of each involved department or individual:

Village Manager and Deputy Village Manager

- Communicate as necessary with all Elected Officials.

Public Works Director, Assistant Director & Streets Manager

- Monitor weather reports and current weather conditions.
- Prepare to assign day and night shift emergency operations for snow removal within the Village:
 - If snow removal assignments are initiated during normal business working hours, the on-duty staff will be assigned to operational areas by the direction of the Streets Manager.
 - If snow removal assignments are initiated after normal business working hours, the crews will be called out by the Streets Manager, following notification from RPD highest ranked officer on shift and the Dispatch Center, see [Figure 1: Process of Notification](#)



Snow and Ice Removal Plan 2025-27



Public Works Director, Assistant Director, & Streets Manager Responsibilities
continued:

- Provide direction for salt & sand spreading, in addition to snow plowing.
- Provide all crew members with adequate response times to ensure the safe arrival of crew members on-site, and to allow for time to warm up equipment appropriately, prior to use. Emergency housing of crew members may be utilized at the direction of the Public Works Director.
- Supervise and monitor all callouts and details of personnel on both day and night shift assignments, throughout the duration of a winter storm incident.
- The Public Works Director will coordinate communications with the Parks & Facilities Director to ensure communication of an activated response.
- Coordinate communications with Ruidoso Municipal School District, Ruidoso School Buses, and the VOR Public Information Officer (PIO).
- The Public Works Director will maintain a list of private contractors to provide additional resources of trucks and/or loaders to assist with snow removal from the main VOR plowing routes.
 - The trigger point utilized to call in contractors is based on the center of Sudderth Dr. snow accumulations. If snow remains for more than one day, the Public Works Director will contact private contractors for additional snow removal support.
 - To enhance internal operations, without immediately utilizing private

Figure 1: Process of Notification

contractors, snow removal crews will follow the **FLOWING PROCESS** on page 5 of this plan.

Ruidoso Police Department (RPD) & Central Dispatch

- Monitor current weather and road conditions.
- Highest ranked RPD Officer on shift, must notify Dispatch upon initial recognition of snow accumulation and impacts to travel and hazardous road conditions, including location, to initiate notification to the Streets Manager.
- Dispatch will make direct phone call notifications in order, only moving to the next contact if the previous individual does not answer:
 1. Streets Manager
If no answer → proceed to
 2. Public Works Director
If no answer → proceed to
 3. Assistant Public Works Director
If no answer → proceed to
 4. Village Manager

Snow and Ice Removal Plan 2025-27

**Ruidoso Fire Department (RFD)**

- Monitor current weather conditions and notify dispatch of impacts in each emergency response district.
- Notify Dispatch upon initial recognition of snow accumulation and impacts to travel and hazardous road conditions, including location, to initiate notification to the Streets Manager.
- During major winter weather events set aside four (4) beds for snow removal crews to use.

Sierra Blanca Regional Airport (SBRA)

- Monitor current weather conditions.
- The Airport Manager, under the supervision of the Deputy Village Manager, will inform the Streets Manager of the airport's snow removal needs.
- No chains or salt can be used at the airport; snow removal can only be implemented through means of trucks with plows only.

Parks & Recreation Department

- Monitor current weather conditions.
- Provide sidewalk and outdoor stairway clearing to Village Hall and the Public Library.
- Provide snow removal support to areas within midtown, public facilities, parks, and trails.
- Provide additional assistance to public parking lots.
- During major winter weather events set up the Ruidoso Community Center as a rehab area for snow removal crews.

Emergency Management

- Monitor weather reports and current weather conditions. Conduct Weather Coordination Calls as needed.
- Work in coordination with the Public Works Director & Streets Manager during an operational period.
- Prepare to activate and coordinate the Emergency Operations Center (EOC), should an elevated response and additional resources be needed.
- EOC activation will include a designated call center phone line for the public to utilize during a large-scale winter storm event.
- Coordinate with the Village Manager and administration, for EOC activations and for coordination of potential emergency declarations.
- Coordinate communications with the PIO as necessary.

Public Information Officer (PIO)

- Work in coordination with the VOR staff during an operational period to issue public notices.
- Support EOC operations as necessary during an EOC activation.

EQUIPMENT & MATERIAL

As a combined equipment list, the VOR has the following equipment within organizational departments:

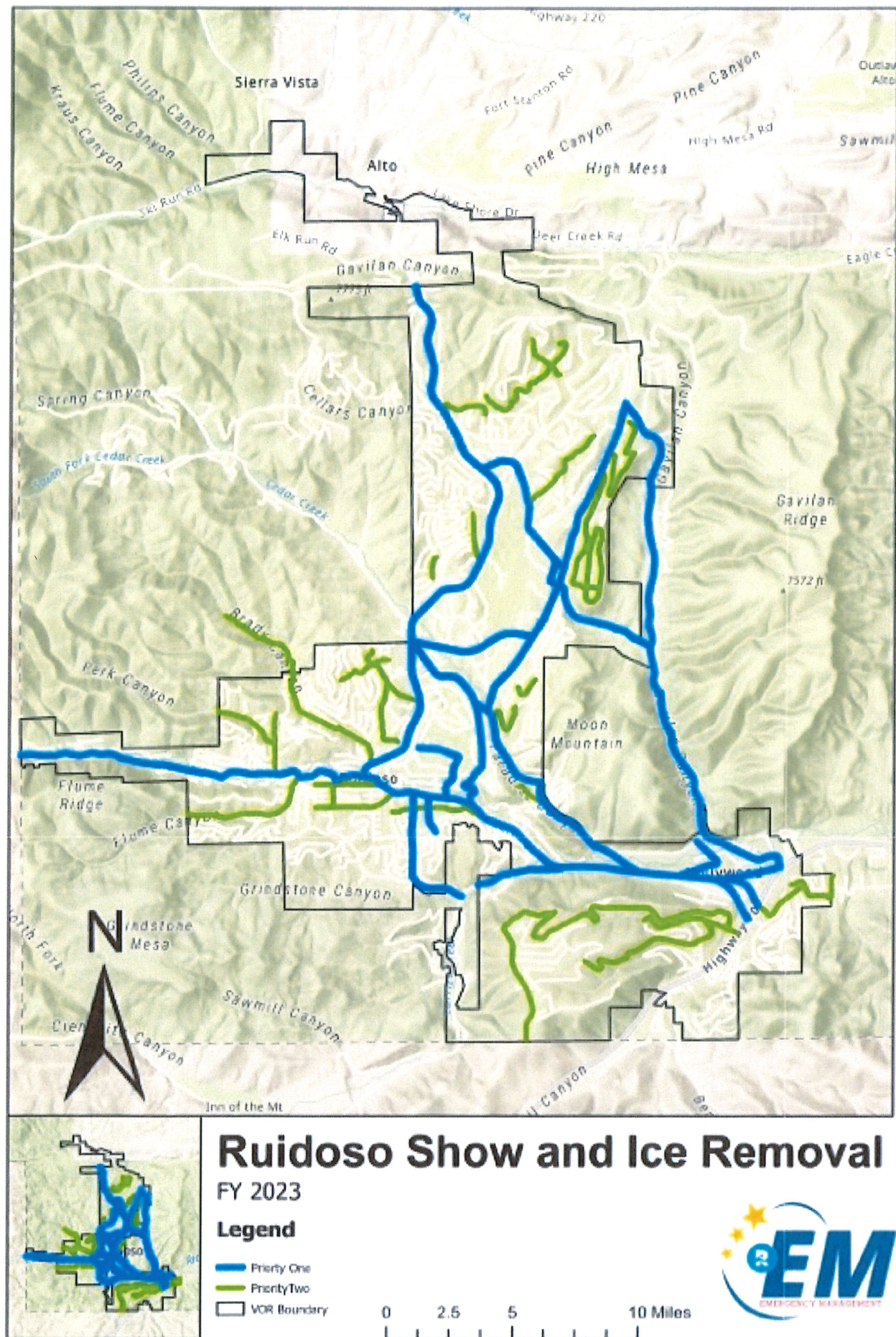
- 4 Dump Trucks with plows and salters
- 1 Duramax with snowplow
- 4 Pickups with plows and salters
- 10 Pickups with plows only
- 2 Motor Graders
- 3 snow blowers
- 1 broom
- 1 4-Wheeler

As a combined materials list, the VOR additionally has the following materials within Village departments:

- Approximately 200 tons of salt for 18 to 20 degrees
 - The Streets Department is waiting on an additional 500 tons to be delivered.
- 100 tons of ice slicer to melt down to 0 degrees provided by NMDOT
 - Streets Manager does have a State price agreement with Desert Mountain Corporation for 150 tons at \$18,000 if needed.

APPENDIX A: PHONE LIST

Name	Position	24/7 Phone Number
Levi Beaty	Public Works Director	575-937-0544
Josh Long	Assistant Public Works Director	575-973-3824
Mark Coker	Streets Manager	575-973-7765
Ryan Blanchard	Street Supervisor	575-973-1860
On-call phone	Streets Department	575-973-2981
Matthew Baird	Parks & Rec Director	575-973-0525
David Tetreault	Assistant Parks & Rec Director	575-973-3930
Steve Minner	Police Chief	575-973-4639
Jason Janopoulos	Deputy Police Chief	575-315-5989
Cade Hall	Fire Chief	575-973-1696
Austin Meuli	Assistant Fire Chief	575-973-1696
Eric Queller	Emergency Manager	575-973-8963
Kerry Gladden	Public Information Officer	575-937-2664
Lee Baker	Airport Manager	575-973-5737





VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT



Snow and Ice Removal Plan Review

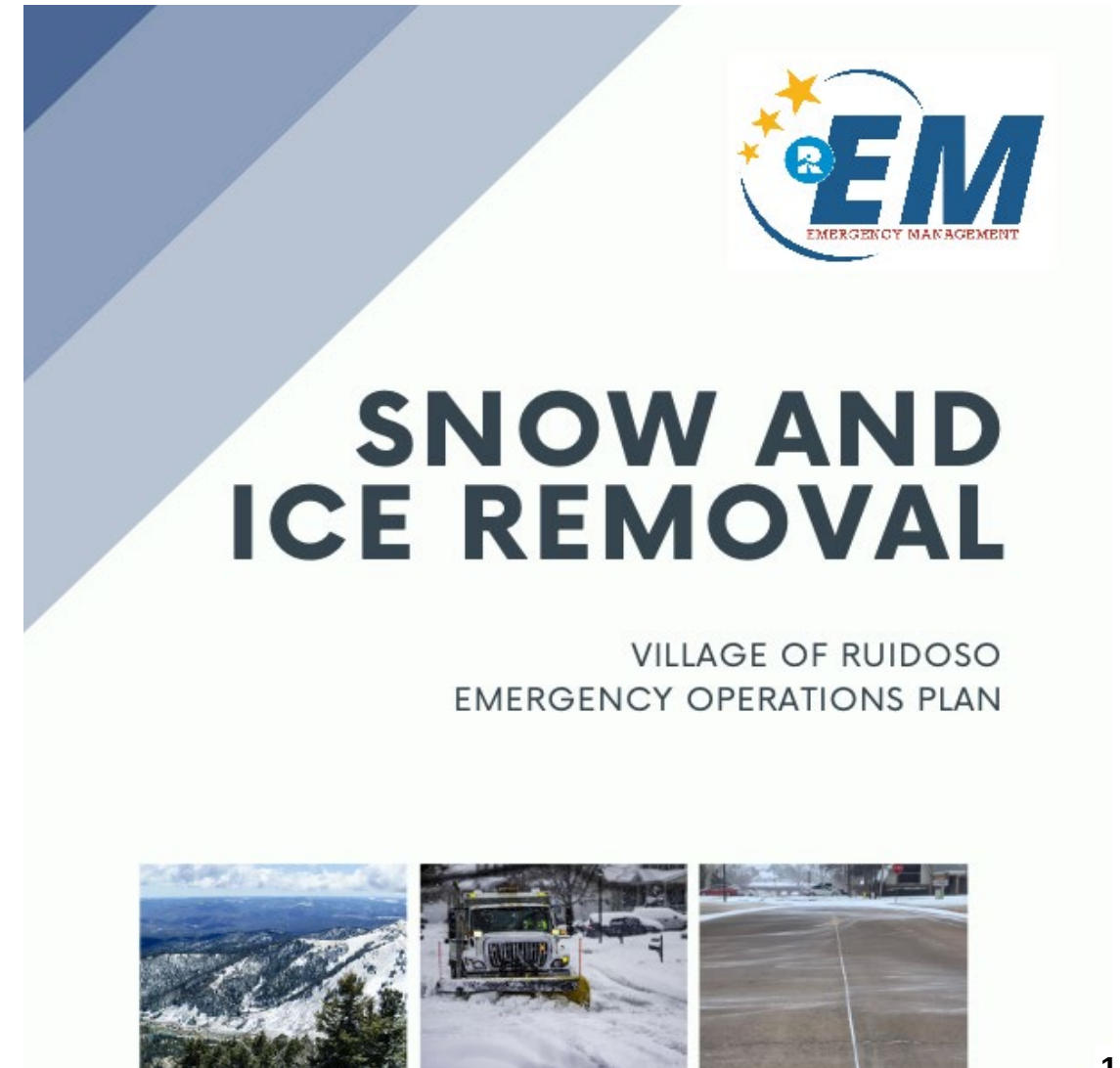
Eric Queller, Emergency Manager
Levi Beaty, Public Works Director

Overview



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

- Operations
- Priority Routes
 - First Priority
 - Second Priority
 - Third Priority
- Plowing Process
- Responsibilities
- Equipment & Materials



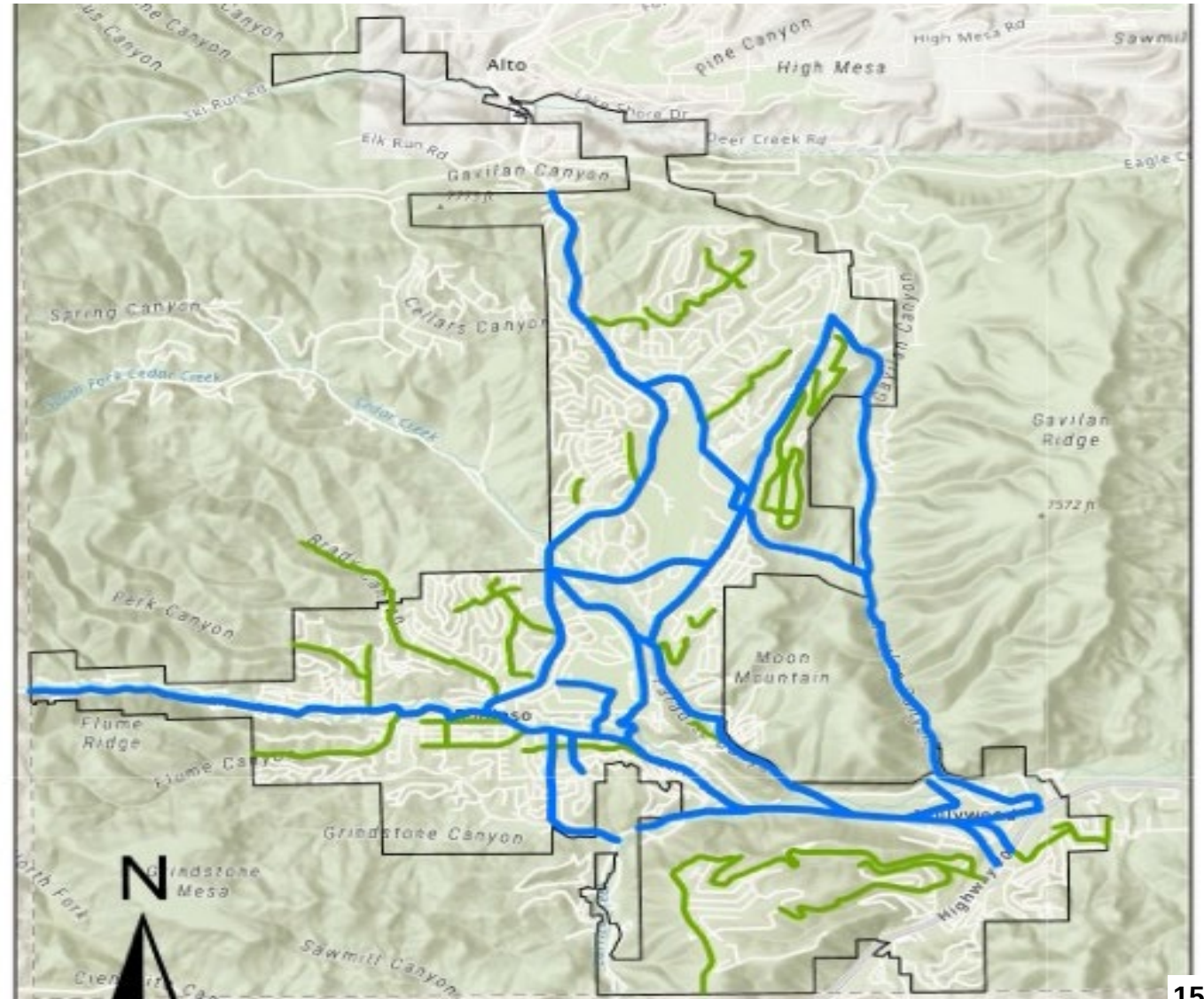


VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Priority Routes

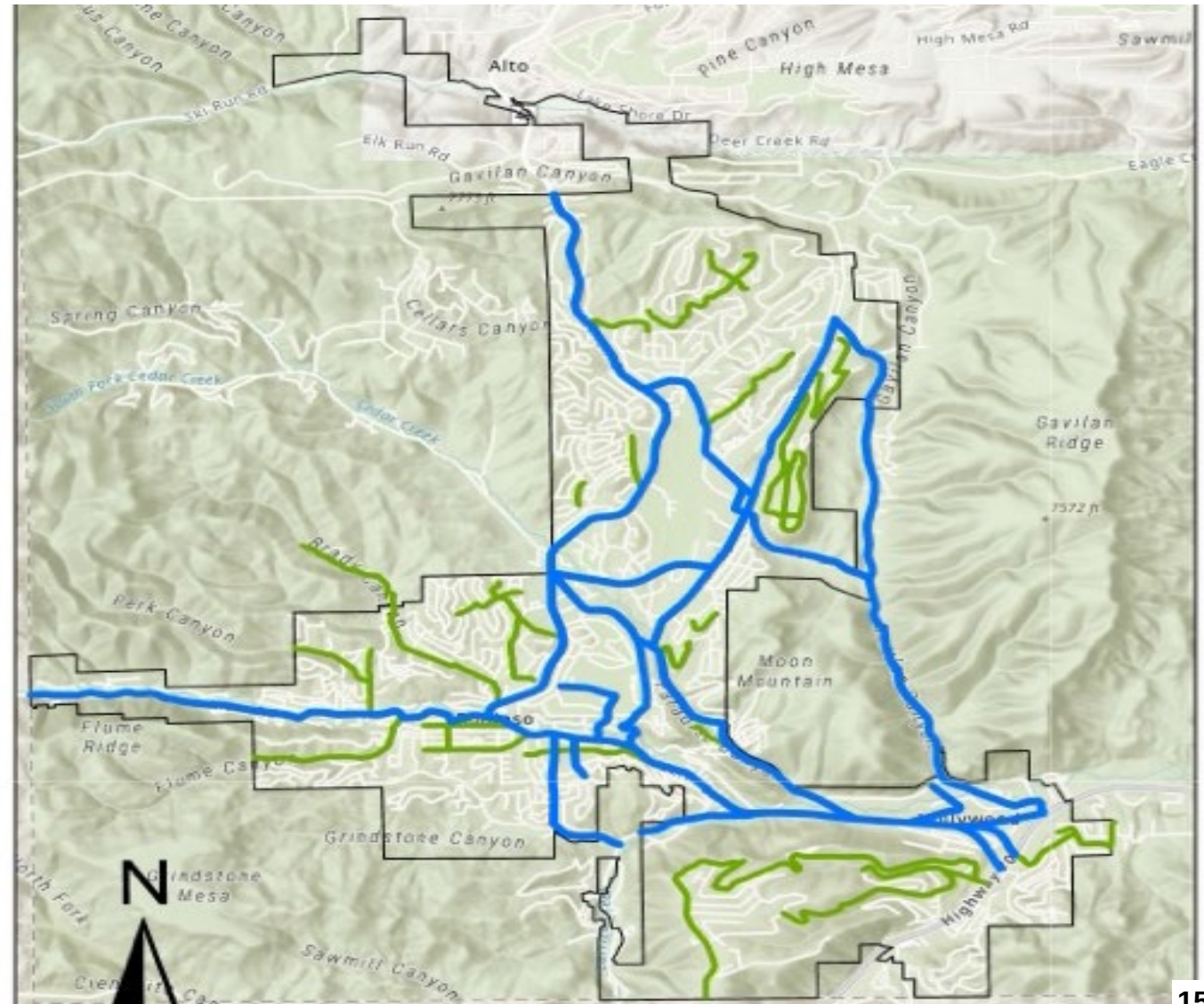
First Priority

- Sudderth Drive
- Meacham Drive
- Paradise Canyon Road
- Hull Road
- Gavilan Canyon Road
- Cree Meadows
- Country Club Drive
- Eagle Drive
- White Mountain Drive
- Grindstone Canyon Road
- Carrizo Canyon Road
- Warrior Drive
- El Paso Road
- Center Street
- Reese Drive
- Mescalero Trail
- Main Road



Second Priority

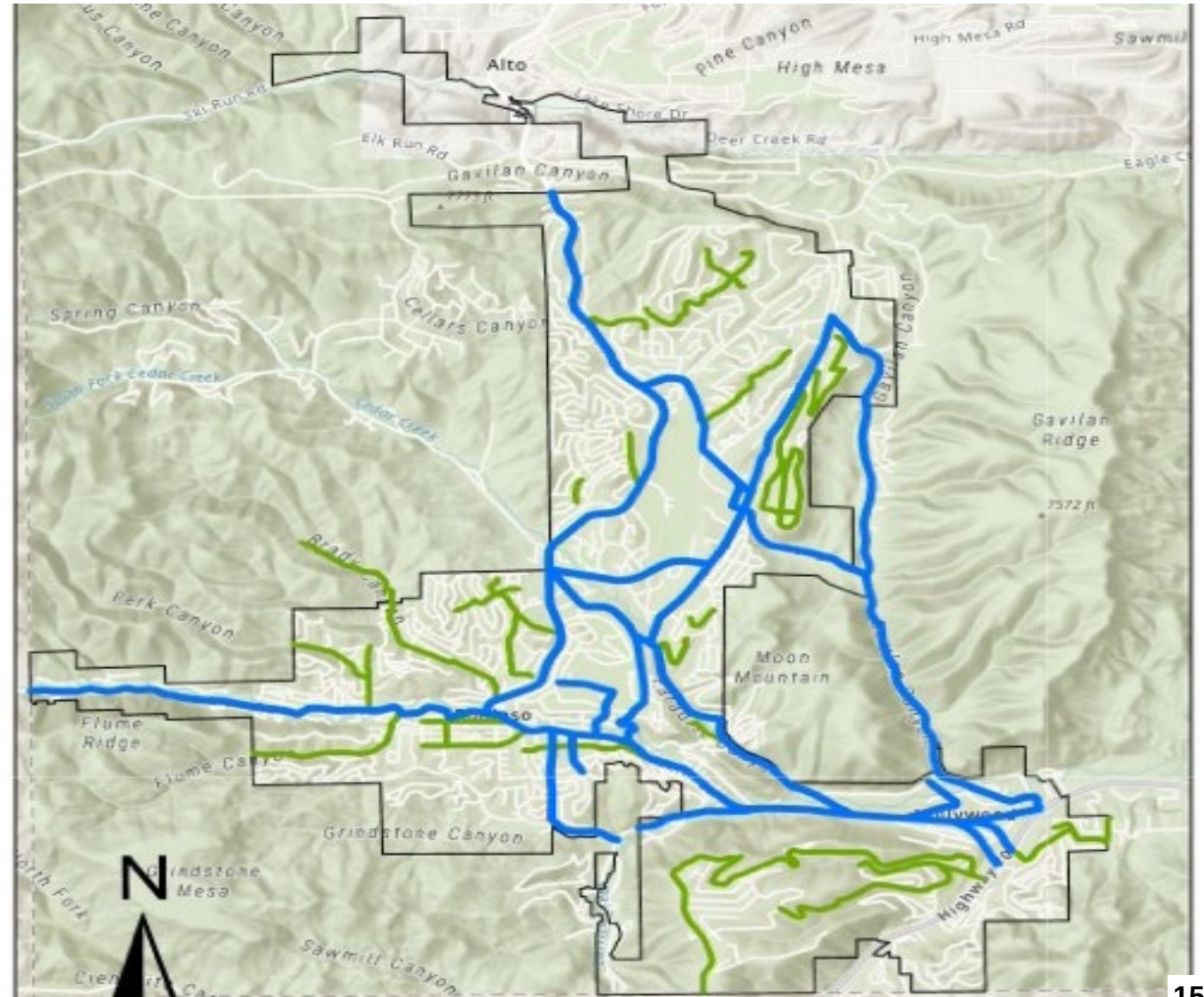
- Poor Avenue
- Cliff Drive
- Virginia Canyon
- Brady Canyon Road
- Ebarb Drive
- Perk Canyon Drive
- First Street
- Grove Drive
- Fir Drive
- Shady Lane
- Rio Arriba Road
- Mockingbird Drive
- University Drive
- Starlight Drive
- Rim Road
- Warwick Drive
- Crown Drive
- Crown Drive
- Camelot Drive
- Excalibur Road
- Hart Avenue
- Snowcap Drive
- McBride Drive
- Timberline Road
- Canyon Drive
- L.L. Davis Drive
- Collage Drive Winfield Street
- D Street
- Firth Street



Third Priority

- Village Hall & Library.
- Police Station, Including Sally Port front and back.
- Main Fire Station on Sudderth.
- Upper Canyon Fire Station on Main Road.
- Fire Station Two on White Mountain Drive.
- Senior Center & School House Park
- Center Street at Texas Street.
- Rio Street behind Mountain Arts
- Rio Street at Eagle (old fire station)

*Not listed on map.

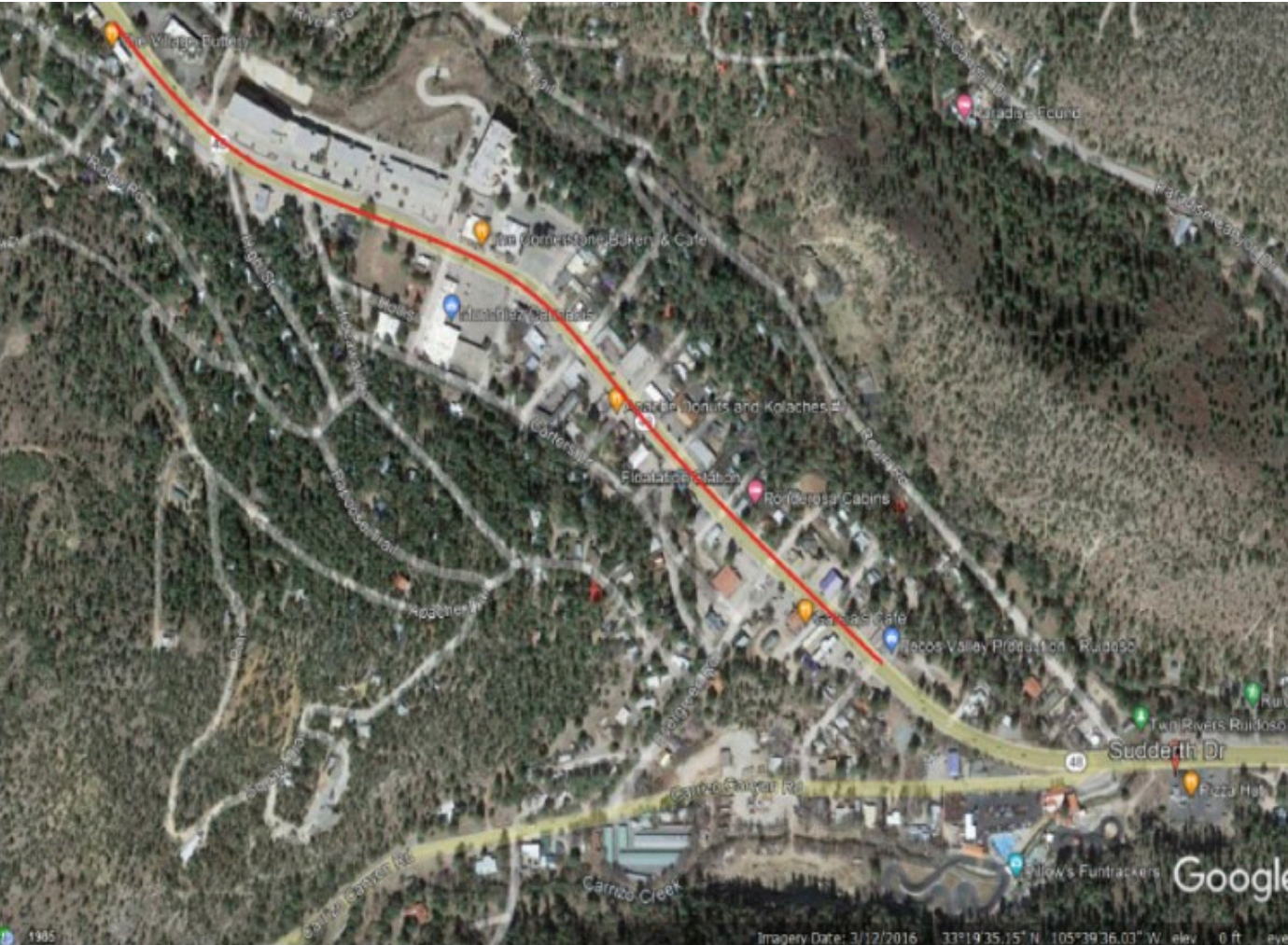




VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Blowing Process

100



From Hickory and Sudderth Dr to the circle at Upper Canyon, all snow will be plowed to the center of the road.

Plowing Process



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

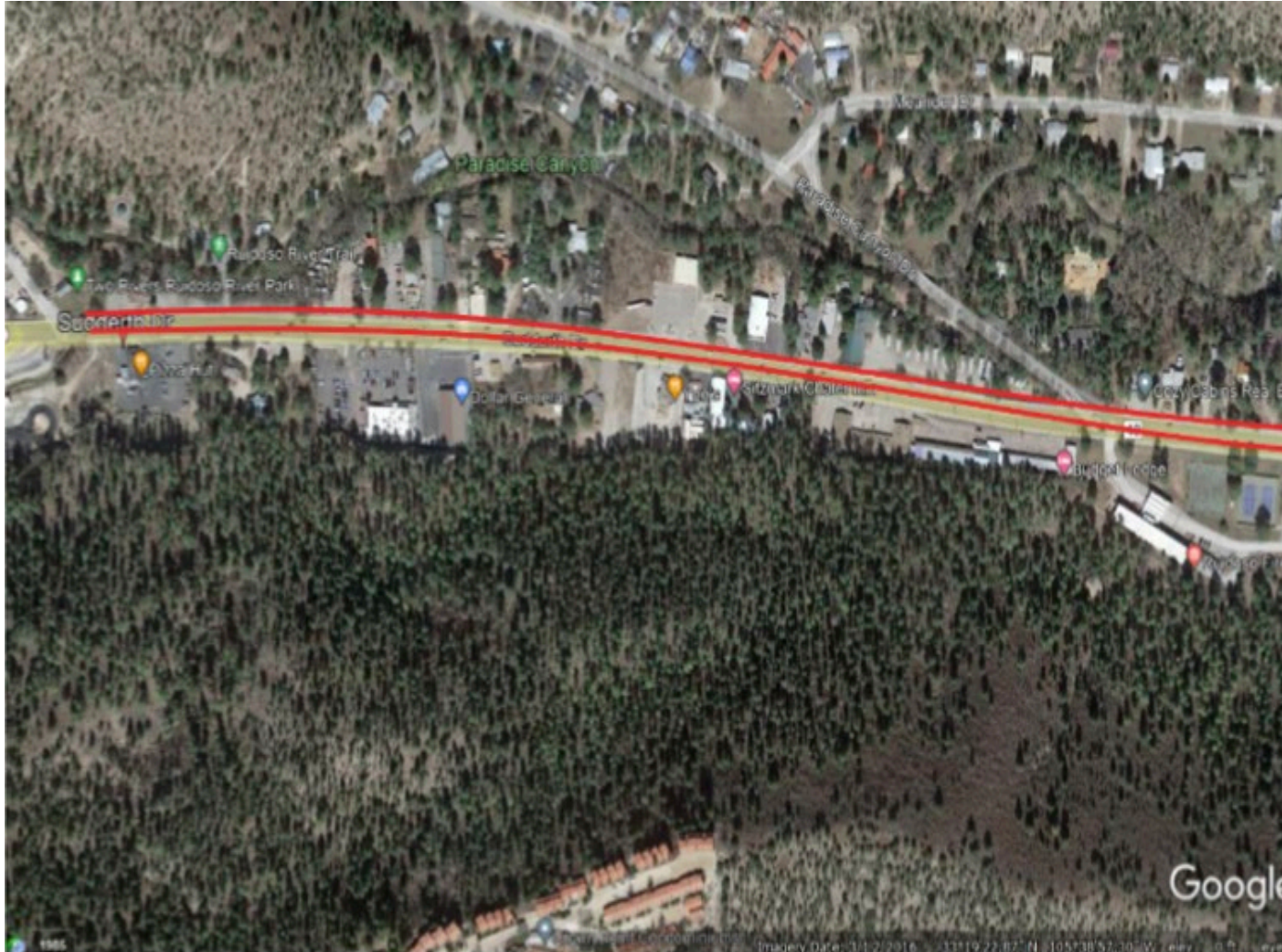


From Hickory to Carrizo Canyon Road, all snow will be plowed to the South side of the road.

Plowing Process



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT



From Carrizo Canyon on Sudderth Dr. to HWY 70, East bound lane will be plowed to the center of the road, West bound lanes will be plowed to the North side of the road.

*All other roads will be plowed to each side of the road.



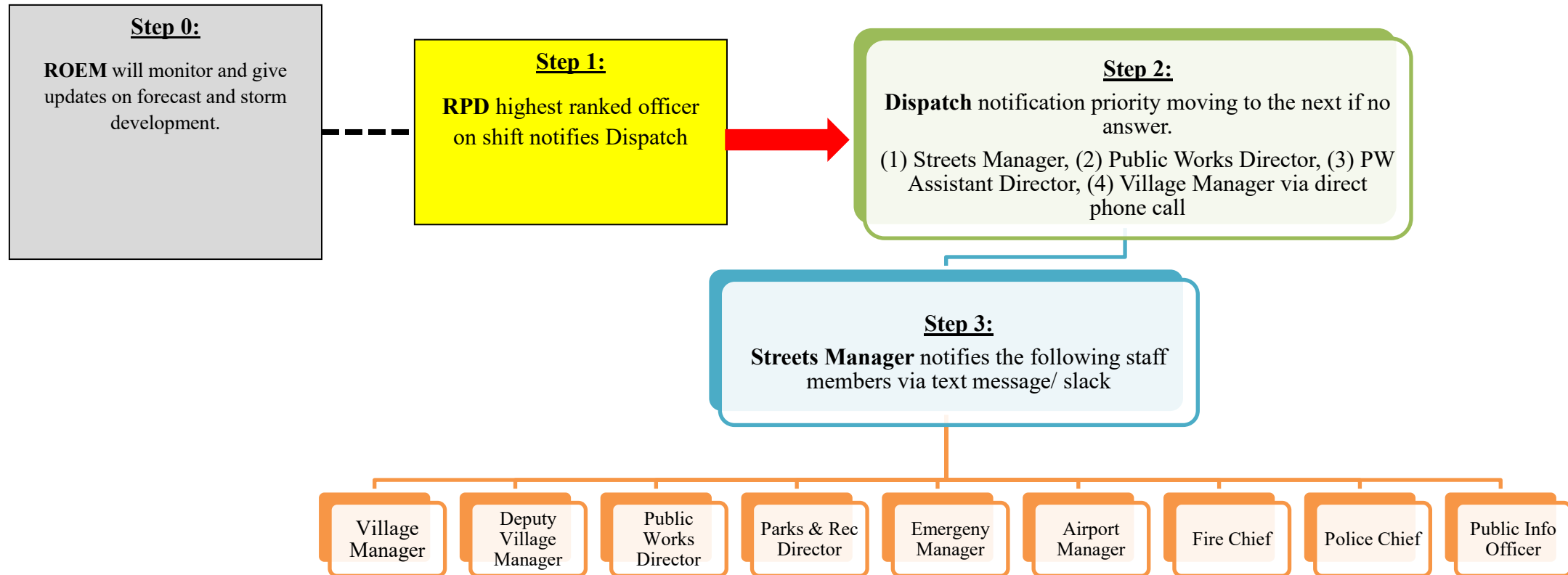
VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Responsibilities

Responsibilities



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT





VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Equipment

As a combined equipment list, the VOR has the following equipment within organizational departments:

- 4 - Dump Trucks with Plows and salters
- 1 - Duramax with snowplow
- 4 - Pickups with plow and salters
- 10 - Pickups with plows only
- 2 - Motor Graders
- 3 - Snow Blowers
- 1 - Broom
- 1 - 4-Wheeler



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Safety Time

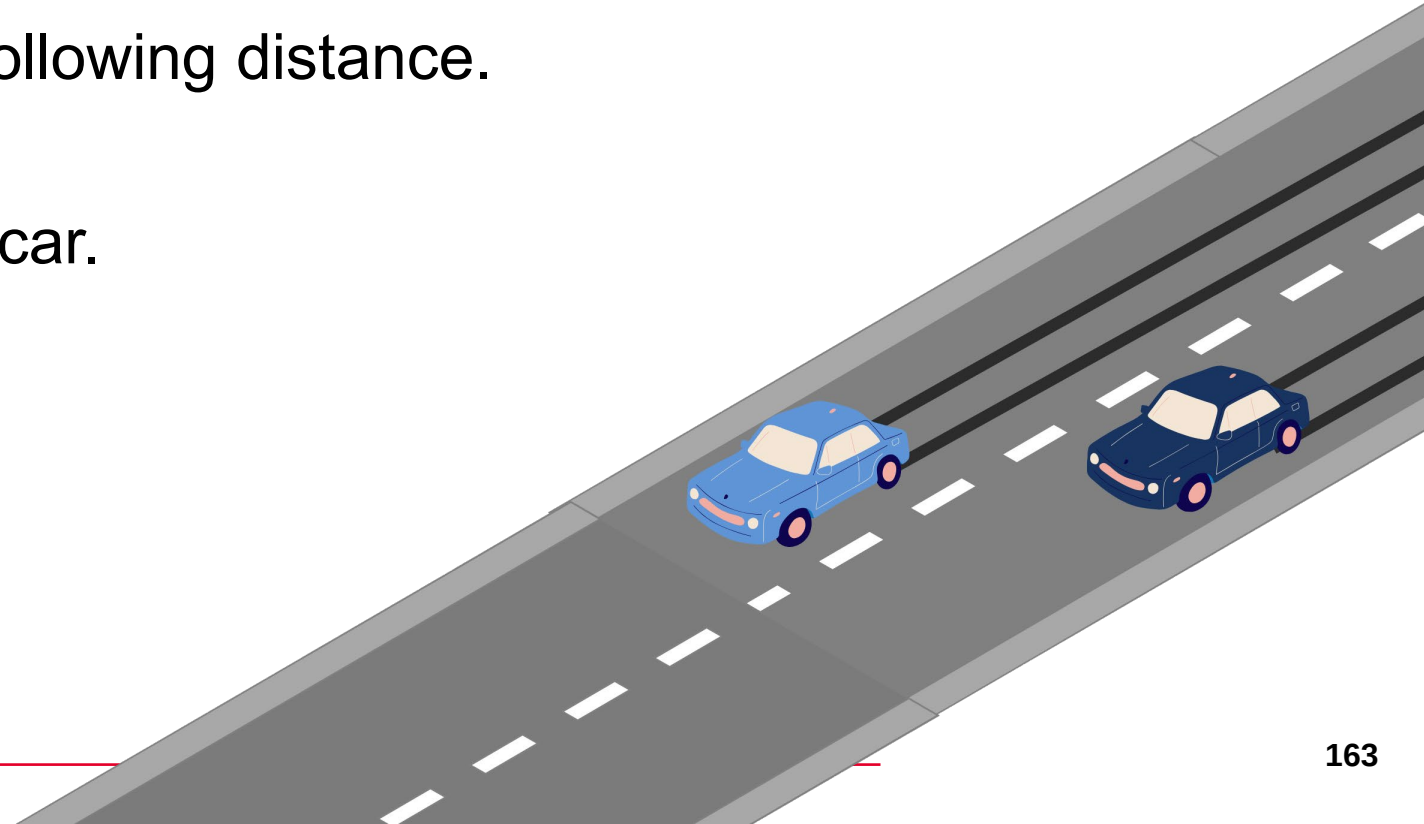
Driving in Winter Weather



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

First, try to delay your travel. If you can't, then please:

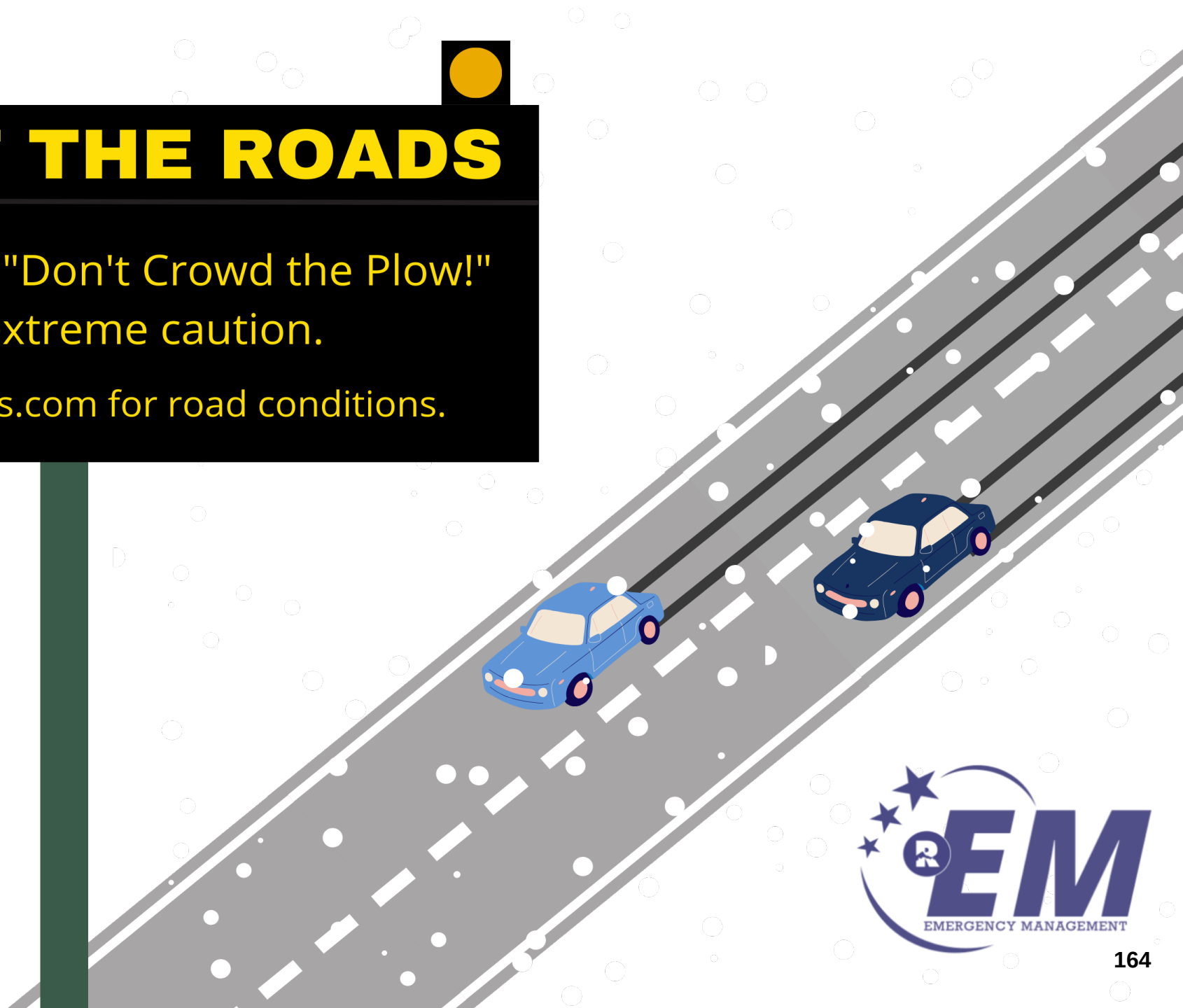
- Know before you go by checking NMroads.com.
- Give yourself more time.
- Slow down and increase your following distance.
- Avoid using cruise control.
- Keep an emergency kit in your car.



STAY OFF THE ROADS

If you must drive, "Don't Crowd the Plow!"
and use extreme caution.

Visit www.nmroads.com for road conditions.





VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

Questions?



VILLAGE OF RUIDOSO, NEW MEXICO
OFFICE OF EMERGENCY MANAGEMENT

**Thank you for your support in building a
disaster-resilient community!**

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 2.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Resurfacing on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles in the Amount of \$1,999,997.98 Including NMGRT.

Item Summary:

Discussion and Possible Action on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Resurfacing on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles in the Amount of \$1,999,997.98 Including NMGRT.

Financial Impact:

The project will be paid out of the NMDOT grant received in the amount of \$2,000,000, which is budgeted in the General Capital Outlay Fund Capital Projects line item (320-302-53006).

Item Discussion:

The Village of Ruidoso was awarded New Mexico Department of Transportation Project Funds. The project scope includes: repaving, patching, and permanent striping on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles.

The State Share is \$1,900,000.00 and the Village Share is \$100,000.

Recommendations:

To Approve Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Resurfacing on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles in the Amount of \$1,999,997.98 Including NMGRT.

ATTACHMENTS:

[LP20072 Village of Ruidoso_EXECUTED-D20860-1.pdf](#)

[Estimate ton mile Village of Ruidoso Three Combined Roads 11-19-2025.pdf](#)

Contract No.	D20860
Vendor No.	0000054454
Control No.	HW2LP20072

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Ruidoso** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Village of Ruidoso Roadway Maintenance Project-To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. Utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.** (Project or CN LP20072). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Million Dollars and No Cents **(\$2,000,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2026 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$1,900,000.00	\$100,000.00	\$2,000,000.00
Total Transportation Project Funds			\$2,000,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2028**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
 - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
 - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
 - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
 - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
 - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
 - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
 - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
 - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2c, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: ^{DocuSigned by:} Mallory Manzanares Date: 10/14/25
83F307B82C81449
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: ^{Signed by:} Samuel Roybal Date: 10/09/25
57B9FC4FE09B404
Assistant General Counsel

Village of Ruidoso
By: [Signature] Date: 10/7/25

Title: Lynn D. Crawford- Mayor

Attest: [Signature]

Title: Jini S. Turri - Village Clerk

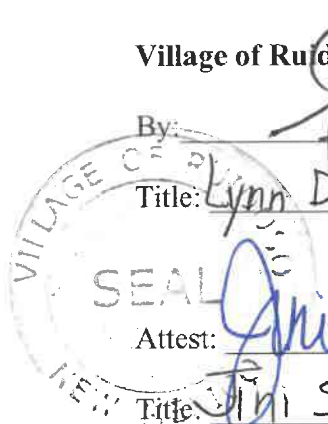


EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20072

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP20072**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20 _____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Village of Ruidoso

By: _____ Date: _____
 Title: _____ Date: _____

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
Village of Ruidoso

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

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

- a. New Mexico Department of Transportation’s share shall be 95% or \$1,900,000.00
- and
- b. **Village of Ruidoso**’s proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,000,000.00.

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

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 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 Cooperative Agreement for Project Control Number **LP20072** with the New Mexico Department of Transportation for the TPF Program for year 2026 for Village of Ruidoso Roadway Maintenance Project-To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. Utility cover adjustments, traffic control, construction observation & testing on-Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process. within the control of the **Village of Ruidoso** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ <u>(PRINTED NAME, POSITION)</u>	_____ DATE
_____ <u>(PRINTED NAME, POSITION)</u>	_____ DATE

VILLAGE OF RUIDOSO

RESOLUTION 2025-32

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

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

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00

and

- b. **Village of Ruidoso's** proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

The **Village of Ruidoso** shall pay all costs, which exceed the total amount of \$2,000,000.00

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

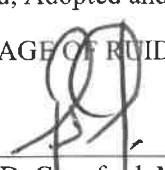
That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028, 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 Cooperative Agreement for Project Control Number **HW2LP20072** with the New Mexico Department of Transportation for the TPF Program year 2025 on Village of Ruidoso Maintenance Project; to complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., & White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process, and/or Micro Surfacing process.

Passed, Adopted and Approved this 7th Day of October 2025

VILLAGE OF RUIDOSO, NEW MEXICO


Lynn D. Crawford, Mayor

(SEAL)

SEAL

ATTEST:


Jim Turri, Village Clerk

CUTLER REPAVING, INC. - WORKSHEET ESTIMATE**Price agreement # 30-80500-23-17018**

DATE 11/22/2025
PROJECT 3 combined roads (Cree Meadows Drive, Meander Drive, White Mountain Meadows)
CUSTOMER Village of Ruidoso
CONTACT Ronald Sena
Description 1.5 Inch Milling 2 Inch Repaving

Item No.	Description	Unit	Price	Quantity	Cost
76	Trucking Three axle dump	Ton/Mile	\$0.70	359,640	\$251,748.00
5	Repaving with C&G	SY	\$4.36	59,724	\$260,396.64
11	Milling	SY/IN	\$1.86	119,448	\$222,173.28
15	Re-establish Permanent Centerline	LF	\$0.41	86,592	\$35,502.72
18	Rural traffic Control	Hour	\$275.00	257	\$70,675.00
13	Temporary Striping	LF	\$1.35	2,570	\$3,469.50
14	Temporary Tabs	Each	\$1.20	917	\$1,100.40
19	Flagging urban and rural	Hour	\$45.00	504	\$22,680.00
20	Sequential Arrow	Hour	\$30.00	488	\$14,640.00
22	Pilot Car	Hour	\$65.00	257	\$16,705.00
69	Asphalt Binder 70-22	ton	\$1,020.00	401	\$409,020.00
77	Hydrated Lime	ton	\$210.00	67	\$14,070.00
113	Hot Mix Asphalt SP-IV	ton	\$70.50	6,660	\$469,530.00
78	Polymer Emulsion	Ton	\$1,045.00	24	\$25,080.00
29	Mobilization	Miles	\$175.00	182	\$31,850.00
TOTAL					\$1,848,640.54
Ruidoso GRT			8.1875%		\$151,357.44

TOTAL

\$1,999,997.98

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 3.

To:

Presenter(s): Ronald Sena, Village Manager
Randy Koehn, Water Production Manager

Meeting Date: December 9, 2025

Re: Discussion and Possible Action Adoption of Resolution 2025-42, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$237,500, including a Loan in the Amount of \$23,750 for the Purpose of Financing the Costs of the Design of the Alto Lake Dam Spillway and Flood Routing Analysis and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Item Summary:

Discussion and Possible Action Adoption of Resolution 2025-42, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$237,500, including a Loan in the Amount of \$23,750 for the Purpose of Financing the Costs of the Design of the Alto Lake Dam Spillway and Flood Routing Analysis and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Financial Impact:

Upon closing of the loan, the funds will be deposited into the SGRT Special Revenue Fund (#202) for use in the Alto Lake Dam Spillway project. The Village match is already budgeted in the fund in the Capital Outlay Projects line item (202-211-53006 Project #SG26005).

Item Discussion:

Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$237,500, including a Loan in the Amount of \$23,750 for the Purpose of Financing the Costs of the Design of the Alto Lake Dam Spillway and Flood Routing Analysis.

Recommendations:

To Approve Adoption of Resolution 2025-42, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$237,500, including a Loan in the Amount of \$23,750 for the Purpose of Financing the Costs of the Design of the Alto Lake Dam Spillway and Flood Routing Analysis and Solely in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

ATTACHMENTS:

[Resolution 2025-42.pdf](#)

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. 2025-42**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE VILLAGE OF RUIDOSO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$237,500, INCLUDING A LOAN IN THE AMOUNT OF \$23,750 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN OF THE ALTO LAKE DAM SPILLWAY AND FLOOD ROUTING ANALYSES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE’S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$12,500.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Village of Ruidoso in Lincoln County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$213,750.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$23,750.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$237,500.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$213,750 and borrowing the Loan Amount of \$23,750 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$213,750 and the Loan shall be in the amount of \$23,750. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Village Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2025-42, duly adopted and approved by the Village Council of Village of Ruidoso on December 9, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Village Clerk at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the Resolution is:

**VILLAGE OF RUIDOSO, LINCOLN, NEW MEXICO
RESOLUTION NO. 2025-42**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE VILLAGE OF RUIDOSO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$237,500, INCLUDING A LOAN IN THE AMOUNT OF \$23,750 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN OF THE ALTO LAKE DAM SPILLWAY AND FLOOD ROUTING ANALYSES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF DECEMBER, 2025.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Remainder of page intentionally left blank.]

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF LINCOLN

)

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held at Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, on December 9, 2025 at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. 2025-42 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee’s open meetings Resolution No. 2025-01, adopted and approved on December 10, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Village of Ruidoso, New Mexico the Loan/Grant Agreement for Project No. WPF-6606.

NEW MEXICO FINANCE AUTHORITY

By Marquita D. Russel, Chief Executive Officer

7571544

\$237,500
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6606

STATE OF NEW MEXICO	)	GENERAL AND NO
	) ss.	LITIGATION CERTIFICATE
COUNTY OF LINCOLN	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Village Clerk for the Village of Ruidoso (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 2025-42 adopted by the Governing Body of the Borrower/Grantee on December 9, 2025 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and municipality under the laws of the State of New Mexico.

2. From at least May 22, 2025 to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Mayor:	Lynn D. Crawford
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Mayor Pro Tem	Rafael Salas
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Village Commissioners:	Greg Cory Joseph Eby Susan Lutterman Darren Hooker Gary Jackson
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Village Clerk:	Jini S. Turri
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3. Based on data collected during the 2020 Census, the population of the Village of Ruidoso, New Mexico is at least 75% English speaking.

4. Notice of adoption of the Resolution was published in English in the *Ruidoso News*, a newspaper qualified to publish legal notices that is of general circulation in Lincoln County.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority (“NMFA”), as authorized by the Resolution.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the Village Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on December 10, 2024 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the

Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2025-01 which resolution was effective on December 9, 2025 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

15. The Mayor and the Village Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. The Borrower/Grantee's Ordinance No. 82-10 with an effective date of January 1, 1983 which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. This Certificate is for the benefit of the NMFA.

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 23rd day of January, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

[SEAL]

By _____
Lynn Crawford, Mayor

By _____
Jini S. Turri, Village Clerk

3767632_2

\$237,500
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6606

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Village of Ruidoso (the “Borrower/Grantee”), a municipality in the County of Lincoln and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee has the requisite access needed for the design and survey of the proposed facilities to be performed with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the “Project”), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments or will obtain prior to disbursement of any portion of the Loan/Grant Amount for construction.
4. Exceptions: The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1(u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, right of way permits on the real property on which the Project will be conducted. The Borrower/Grantee has agreed to provide the additional documentation required by paragraphs 1, 2 and 3 of this Right of Way Certificate to the undersigned prior to closing of any subsequent Water Project Fund projects involving a construction phase of the Project.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Village of Ruidoso as of this 23rd day of January, 2026.

Zach Cook, Esq.,
Attorney for the Village of Ruidoso
1703 Sudderth Drive, #424
Ruidoso, New Mexico 88345

3767639

\$237,500

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

January 23, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

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

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated **January 23, 2026**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the “Borrower/Grantee”).

W I T N E S S E T H:

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

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended; and

WHEREAS, , the Borrower/Grantee has by the Tax Ordinance imposed a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

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

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

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

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$23,750 from the Lender/Grantor and to accept a grant in the amount of \$213,750 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 9, 2024 and January 21, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$12,500.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated September 9, 2024 and the New Mexico Water Trust Board Readiness Application dated January 21, 2025 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$213,750.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$23,750.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$237,500.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means the Borrower/Grantee Resolution No. 2025-42, adopted by the Governing Body on December 9, 2025 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the

Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee

shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the product or system designed during its Useful Life; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be conducted and completed, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property. The Borrower/Grantee shall exercise its power of eminent domain, if needed to comply with this paragraph 2.1 (t) and Section 4.1(b).

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project will be conducted and completed; provided that if such written assurance has not been provided prior to the Closing Date, the Borrower/Grantee shall provide written assurance signed by an attorney that the Borrower/Grantee has the power of eminent domain and has initiated the exercise of such power for the purpose of acquiring proper title to, easements, rights of way permits on the real property on which the Project will be conducted and completed; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for

payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE
BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “B” of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no

later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the

Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Project shall be designed to have a structural and material design life of the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other

than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2026, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX

INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to

become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

- (a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;
- (b) Terminate this Agreement;
- (c) Cease disbursing any further amounts from the Project Account;
- (d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;
- (f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or
- (g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;
- (h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or
- (i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a

written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Village of Ruidoso
Attn.: Finance Director
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be

executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 22, 2025 and by the NMFA's Board of Directors on May 22, 2025, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

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

By _____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

EXHIBIT "A"

TERM SHEET

**\$237,500 WATER PROJECT FUND LOAN/GRANT TO THE
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO**

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of the design of the Alto Lake Dam Spillway and flood routing analyses, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$213,750
Loan Amount:	\$23,750
Pledged Revenues:	Revenues received by the Borrower/Grantee, being revenues of one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 82-10 with an effective date of January 1, 1983, enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.
Outstanding Senior Obligations for Pledged Revenues:	Series 2012 Supplemental Municipal Gross Receipts Refunding Revenue Bonds
Outstanding Parity Obligations:	NMFA Loan Nos. WPF-5685, WPF-5981, WPF-6308, WPF-6309; WPF-6605
Authorizing Legislation:	Borrower/Grantee Resolution No. 2025-42, adopted December 9, 2025
Additional Funding Amount:	\$12,500
Closing Date:	January 23, 2026

A-1

Loan/Grant Agreement
Village of Ruidoso, Loan/Grant No. WPF-6606

Project Account Amount: \$237,500

Expense Account Deposit: \$0.00

Administrative Fee: 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the Village Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the Village Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

EXHIBIT “B”

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

EXHIBIT "C"

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

RE: \$237,500 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6606 Closing Date: January 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

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

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

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

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

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

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____
TOTAL REQUIRED MATCH: \$12,500

V. VERIFICATION AND AUTHORIZATION

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

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

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

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"

**WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: Village of Ruidoso	Project Number: WPF-6606
Contact Name: Title: Email Address:	Project Name: Alto Lake Dam Spillway Flood Routing Analyses Project Type: Design
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$237,500 Current Balance: \$ _____ Loan 10% Grant 90% Match \$12,500 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

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

D-1

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$237,500 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6606

Closing Date: January 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

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

Borrower/Grantee, hereby certify as follows:

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

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

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

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

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

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

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

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____

Its _____

E-1

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-01 adopted by the Borrower/Grantee on December 10, 2024
2. Resolution No. 2025-42, adopted on December 9, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Ruidoso News*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

\$237,500
VILLAGE OF RUIDOSO, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6606

Closing Date: January 23, 2026

TRANSCRIPT OF PROCEEDINGS
INDEX

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8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA
9. NMFA Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Village of Ruidoso, New Mexico
New Mexico Finance Authority
Zach Cook, Attorney at Law
Sutin, Thayer & Browne A Professional Corporation

6961903

TRANSCRIPT OF PROCEEDINGS

WATER PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**VILLAGE OF RUIDOSO,
Lincoln County, New Mexico
as Borrower/Grantee.**

**Closing Date: January 23, 2026
Loan/Grant Amount: \$237,500
Project No. WPF-6606**

[BORROWER'S COUNSEL LETTERHEAD]

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: Village of Ruidoso, Lincoln County, New Mexico
\$237,500 Loan/Grant No. WPF-6606

Ladies and Gentlemen:

I am an attorney representing the Village of Ruidoso (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 2025-42 adopted by the Governing Body of the Borrower/Grantee on December 9, 2025 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The Village of Ruidoso Water Project Fund Application dated September 9, 2024 and January 21, 2025, the New Mexico Water Trust Board Approval dated April 22, 2025, and the NMFA Board Approval dated May 22, 2025 for Loan/Grant No. WPF-6606 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on December 9, 2025 and on January 23, 2026.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, Village Council, and Village Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the

operation of the Project; (d) cost estimates for the Project; (e) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (f) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (g) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (h) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (i) all necessary approvals for the Project from federal, State or local authorities; and (j) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 82-12 with an effective date of January 1, 1983, which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended ("Tax Ordinance").
- (9)

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to conduct and complete the Project and to construct the project to be designed as the primary component of the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee’s adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way

materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount,] or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1 (u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, rights of way permits on the real property on which the Project will be designed, constructed or located. The Borrower/Grantee has agreed to provide the documentation required by this paragraph prior to submission of a requisition for funding of the Project.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 23rd day of January, 2026.

Zach Cook, Esq.,
Attorney for the Village of Ruidoso
1703 Sudderth Drive, #424
Ruidoso, New Mexico 88345

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 4.

To:

Presenter(s): Ronald Sena, Village Manager
Levi Beaty, Public Works Director

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-43, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$1,125,000, Including a Loan in the Amount of \$112,500 for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Leaking and Undersized Waterlines and Soley in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-43, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$1,125,000, Including a Loan in the Amount of \$112,500 for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Leaking and Undersized Waterlines and Soley in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

Financial Impact:

Upon closing of the loan, the funds will be deposited into the SGRT Special Revenue Fund (#202) for use in the Wingfield Homestead project. The Village match is already budgeted in the fund in the Capital Outlay Projects line item (202-211-53006 Project #SG26004).

Item Discussion:

Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$1,125,000, Including a Loan in the Amount of \$112,500 for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Leaking and Undersized Waterlines.

Recommendations:

To Approve Adoption of Resolution 2025-43, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority and the Village of Ruidoso in the Total Amount of \$1,125,000, Including a Loan in the Amount of \$112,500 for the Purpose of Financing the Costs of Designing and Constructing the Replacement of Leaking and Undersized Waterlines and Soley in the Manner Described in the Loan/Grant Agreement, Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee from the Revenues of the One Percent (1%) Increment of the Supplemental Municipal Gross Receipts Tax Imposed by Village of Ruidoso Ordinance No 82-10, Ratifying Actions Hereto Taken, Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement.

ATTACHMENTS:

[Resolution 2025-43.pdf](#)

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. 2025-43

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE VILLAGE OF RUIDOSO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$1,125,000, INCLUDING A LOAN IN THE AMOUNT OF \$112,500 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING THE REPLACEMENT OF LEAKING AND UNDERSIZED WATERLINES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$125,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Village of Ruidoso in Lincoln County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$1,012,500.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$112,500.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$1,125,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the one percent (1%) of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$1,012,500 and borrowing the Loan Amount of \$112,500 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$1,012,500 and the Loan shall be in the amount of \$112,500. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into

account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan

Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Village Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2025-43, duly adopted and approved by the Village Council of Village of Ruidoso on December 9, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Village Clerk at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the Resolution is:

**VILLAGE OF RUIDOSO, LINCOLN, NEW MEXICO
RESOLUTION NO. 2025-43**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE VILLAGE OF RUIDOSO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$1,125,000, INCLUDING A LOAN IN THE AMOUNT OF \$112,500 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING THE REPLACEMENT OF LEAKING AND UNDERSIZED WATERLINES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE FROM THE REVENUES OF THE ONE PERCENT (1%) INCREMENT OF THE SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE BORROWER/GRANTEE'S TAX ORDINANCE NO. 82-10 WITH AN EFFECTIVE DATE OF JANUARY 1, 1983; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF DECEMBER, 2025.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Remainder of page intentionally left blank.]

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF LINCOLN

)

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, on December 9, 2025 at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. 2025-43 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-01, adopted and approved on December 10, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

STATE OF NEW MEXICO)
) ss. GENERAL AND NO
COUNTY OF LINCOLN) LITIGATION CERTIFICATE

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 2025-43 adopted by the Governing Body of the Borrower/Grantee on December 9, 2025 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

- | | |
|------------------------|---|
| Mayor: | Lynn D. Crawford |
| Mayor Pro Tem | Rafael Salas |
| Village Commissioners: | Greg Cory
Joseph Eby
Susan Lutterman
Darren Hooker
Gary Jackson |
| Village Clerk: | Jini S. Turri |

- 265

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the Village Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on December 10, 2024 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the

Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2025-01 which resolution was effective on December 9, 2025 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

15. The Mayor and the Village Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. The Borrower/Grantee's Ordinance No. 82-10 with an effective date of January 1, 1983 which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

17. This Certificate is for the benefit of the NMFA.

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 23rd day of January, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

[SEAL]

By _____
Lynn Crawford, Mayor

By _____
Jini S. Turri, Village Clerk

3767632_2

\$1,125,000
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6605

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Village of Ruidoso (the “Borrower/Grantee”), a municipality in the County of Lincoln and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the “Project”), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments or will obtain prior to disbursement of any portion of the Loan/Grant Amount for construction.
4. Exceptions: The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1(u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, right of way permits on the real property on which the Project will be conducted. The Borrower/Grantee has agreed to provide the additional documentation required by paragraphs 1, 2 and 3 of this Right of Way Certificate to the undersigned prior to closing of any subsequent Water Project Fund projects involving a construction phase of the Project.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Village of Ruidoso as of this 23rd day of January, 2026.

Zach Cook, Esq.,
Attorney for the Village of Ruidoso
1703 Sudderth Drive, #424
Ruidoso, New Mexico 88345

3767639

\$1,125,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

January 23, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

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

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated **January 23, 2026**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the “Borrower/Grantee”).

W I T N E S S E T H:

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

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended; and

WHEREAS, the Borrower/Grantee has by the Tax Ordinance imposed a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

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

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

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

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$112,500 from the Lender/Grantor and to accept a grant in the amount of \$1,012,500 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated August 22, 2024 and January 15, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$125,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated August 22, 2024 and the New Mexico Water Trust Board Readiness Application dated January 15, 2025 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director and Village Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized Village Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,012,500.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project including the Additional Funding Amount, and shall not equal more than \$112,500.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,125,000.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax imposed on gross receipts of any person engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet, which tax is enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means the Borrower/Grantee Resolution No. 2025-43, adopted by the Governing Body on December 9, 2025 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 82-10 passed and approved by the Borrower/Grantee pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended, on July 6, 1982, which imposes a one percent (1%) increment of Supplemental Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1983.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the

Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee

shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property. The Borrower/Grantee shall exercise its power of eminent domain, if needed to comply with this paragraph 2.1 (t) and Section 4.1(b).

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE
BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “B” of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven

(in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI

LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan

Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning

after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at

all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2026, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of

actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit “E” attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New

Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to

repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an “Event of Default” under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it

shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Village of Ruidoso
Attn.: Finance Director
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road

Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 22, 2025 and by the NMFA's Board of Directors on May 22, 2025, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

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

By _____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

EXHIBIT “A”

TERM SHEET

**\$1,125,000 WATER PROJECT FUND LOAN/GRANT TO THE
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO**

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and constructing the replacement of leaking and undersized waterlines, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$1,012,500
Loan Amount:	\$112,500
Pledged Revenues:	Revenues received by the Borrower/Grantee under the Tax Ordinance, being revenues of one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 82-10 with an effective date of January 1, 1983, enforceable under NMSA 1978, Sections 7-19-10 through 7-19-18, as amended.
Outstanding Senior Obligations for Pledged Revenues:	Series 2012 Supplemental Municipal Gross Receipts Refunding Revenue Bonds
Outstanding Parity Obligations:	NMFA Loan Nos. WPF-5685, WPF-5981, WPF-6308, WPF-6309, and WPF-6606
Authorizing Legislation:	Borrower/Grantee Resolution No. 2025-43, adopted December 9, 2025
Additional Funding Amount:	\$125,000
Closing Date:	January 23, 2026
	A-1
Loan/Grant Agreement	
Village of Ruidoso, Loan/Grant No. WPF-6605	

Project Account Amount: \$1,125,000

Expense Account Deposit: \$0.00

Administrative Fee: 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the Village Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the Village Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

EXHIBIT “B”

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

EXHIBIT "C"

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

RE: \$1,125,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6605 Closing Date: January 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

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

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

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

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

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

Purpose of Payment _____

Eligible Item Category _____

C-1

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

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

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____
TOTAL REQUIRED MATCH: \$125,000

V. VERIFICATION AND AUTHORIZATION

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

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

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

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"

**WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: Village of Ruidoso	Project Number: WPF-6605
Contact Name: Title: Email Address:	Project Name: Wingfield Homestead 2 nd Additional Waterline replacement Project Type: Design/Construction
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$1,125,000 Current Balance: \$ _____ Loan 10% Grant 90% Match \$125,000 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

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

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$1,125,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6605

Closing Date: January 23, 2026

TO: NEW MEXICO FINANCE AUTHORITY

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

Borrower/Grantee, hereby certify as follows:

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

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

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

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

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

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

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

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____

Its _____

E-1

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-01 adopted by the Borrower/Grantee on December 10, 2024
2. Resolution No. 2025-43 adopted on December 9, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Ruidoso News*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

\$1,125,000
VILLAGE OF RUIDOSO, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6605

Closing Date: January 23, 2026

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 2025-01 adopted by the Borrower/Grantee on December 10, 2024
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7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA
9. NMFA Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Village of Ruidoso, New Mexico
New Mexico Finance Authority
Zach Cook, Attorney at Law
Sutin, Thayer & Browne A Professional Corporation

6961903

TRANSCRIPT OF PROCEEDINGS

WATER PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**VILLAGE OF RUIDOSO,
Lincoln County, New Mexico
as Borrower/Grantee.**

**Closing Date: January 23, 2026
Loan/Grant Amount: \$1,125,000
Project No. WPF-6605**

[BORROWER'S COUNSEL LETTERHEAD]

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: Village of Ruidoso, Lincoln County, New Mexico
\$1,125,000 Loan/Grant No. WPF-6605

Ladies and Gentlemen:

I am an attorney representing the Village of Ruidoso (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 2025-43 adopted by the Governing Body of the Borrower/Grantee on December 9, 2025 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The Village of Ruidoso Water Project Fund Application dated August 22, 2024 and January 15, 2025, the New Mexico Water Trust Board Approval dated April 22, 2025, and the NMFA Board Approval dated May 22, 2025 for Loan/Grant No. WPF-6605 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on December 9, 2025 and on January 23, 2026.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, Village Council, and Village Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the

operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) The Borrower/Grantee's Ordinance No. 82-12 with an effective date of January 1, 1983, which imposes the one percent (1%) increment of the Supplemental Municipal Gross Receipts Tax pursuant to NMSA 1978, Sections 7-19-10 through 7-19-18, as amended ("Tax Ordinance").
- (9)

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the revenues of the Tax Ordinance of the Borrower/Grantee, as described in the Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee’s adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way

materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount,] or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1 (u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, rights of way permits on the real property on which the Project will be designed, constructed or located. The Borrower/Grantee has agreed to provide the documentation required by this paragraph prior to submission of a requisition for funding of the Project.
- R. The Tax Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 23rd day of January, 2026.

Zach Cook, Esq.,
Attorney for the Village of Ruidoso
1703 Sudderth Drive, #424
Ruidoso, New Mexico 88345

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Village of Ruidoso, New Mexico the Loan/Grant Agreement for Project No. WPF-6605.

NEW MEXICO FINANCE AUTHORITY

By Marquita D. Russel, Chief Executive Officer

3785015_2

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: December 9, 2025

Re: Discussion and Possible Action Ratification of Amended Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority Under the Colonias Infrastructure Fund.

Item Summary:

Discussion and Possible Action Ratification of Amended Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority Under the Colonias Infrastructure Fund.

Financial Impact:

*

Item Discussion:

Resolution 2025-39 was adopted and approved by the Governing Body at their Regular Meeting on November 10, 2025. The Resolution incorrectly named the Colonias Infrastructure project as "the Chloride Flats North Water Storage Tank in the form of interior and exterior renovations which include new interior and exterior coatings and foundation repairs", a project not applicable to the Village of Ruidoso. The Amended and Ratified Resolution 2025-39, correctly names the project as "the Design, bid and Construction of the Ruidoso Street and Drainage Improvement Project, which will address roadway and storm drainage deficiencies within the village".

Recommendations:

To Approve Ratification of Amended Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority Under the Colonias Infrastructure Fund.

ATTACHMENTS:

[Original Resolution 2025-39.pdf](#)

[Amended and Ratified Resolution 2025-39.pdf](#)

**VILLAGE OF RUIDOSO
RESOLUTION 2025-39**

**A RESOLUTION SUPPORTING AN APPLICATION TO NEW MEXICO FINANCE
AUTHORITY UNDER THE COLONIAS INFRASTRUCTURE FUND**

WHEREAS, the Village of Ruidoso was designated a Colonia on October 14, 2025; and

WHEREAS, the Village of Ruidoso is in need of Water System Improvements to the Chloride Flats North Water Storage Tank in the form of interior and exterior renovations which will include new interior and exterior coatings and foundation repairs; and

WHEREAS, the improvements to the Chloride Flats North Water Storage Tank will assure that the Village continues to meet federal and state guidelines for public water systems; and

WHEREAS, the proposed project will benefit low-income individuals and families, local residents and public services within the Village of Ruidoso; and

WHEREAS, the Village of Ruidoso assures and certifies that it will comply with the regulations, policies, guidelines, loan and match requirements and any requirements with respect to the acceptance and use of the Colonias Infrastructure Program; and

WHEREAS, it is the majority opinion of the Governing Body in and for the Village of Ruidoso that the proposed grant will be in the best interest of the residents of the community.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO that it endorses and supports an application for the 2025 Colonias Infrastructure Fund funding cycle; and that:

1. The Mayor of the Village of Ruidoso or his designee is hereby directed to prepare and submit an application on behalf of the Village of Ruidoso for funding assistance from the New Mexico Finance Authority Colonias Infrastructure Fund for Water System Improvements to construct the Chloride Flats North Tank Interior and Exterior Renovations.
2. That the Village of Ruidoso Governing Body directs and designates Ronald L. Sena, Village Manager, as the authorized representative to act in all matter in connection with this application and to do all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED, AND APPROVED on this 10th day of November, 2025.

By: _____

Lynn D Crawford, Mayor

(SEAL) _____

Attest: _____

Jini S. Turri, Village Clerk

**VILLAGE OF RUIDOSO
RATIFICATION OF
AMENDED RESOLUTION
NO. 2025-39**

**SUPPORTING AN APPLICATION TO THE NEW MEXICO FINANCE AUTHORITY
UNDER THE COLONIAS INFRASTRUCTURE FUND**

WHEREAS, the Village of Ruidoso, located in Lincoln County, New Mexico, seeks to improve essential public infrastructure in response to damages caused by flooding and other natural disasters; and

WHEREAS, the Village of Ruidoso intends to pursue funding through the Colonias Infrastructure Fund (CIF).to support the design, bid, and construction of the Ruidoso Street and Drainage Improvement Project, which will address roadway and storm drainage deficiencies within the Village; and

WHEREAS, the proposed project will benefit residents, businesses, and public services within the Village of Ruidoso by improving safety, access, and resilience of local transportation and drainage systems; and

WHEREAS, the Village of Ruidoso assures and certifies that it will comply with all regulations, policies, guidelines, and requirements applicable to the acceptance and use of Colonias Infrastructure funding; and

WHEREAS, it is the majority opinion of the governing body of the Village of Ruidoso that the proposed application will be in the best interest of the residents of the community;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Ruidoso that it hereby endorses and supports an application for Fiscal Year 2025 Colonias Infrastructure Funding; and

The Village Council directs the Village Manager, Ronald Sena, to prepare and submit an application on behalf of the Village of Ruidoso for funding assistance from the New Mexico Finance Authority Colonias Infrastructure Fund for the Ruidoso Street and Drainage Improvement Project. The Village Manager is designated to act in all matters in connection with this application and to do all acts necessary to carry out the intent of this Resolution.

....-PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Ruidoso at its regular meeting held on November 10, 2025.

SEAL

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 6.

To:

Presenter(s):

Meeting Date: December 9, 2025

Re: Discussion and Possible Action on Ratification of Amended Resolution 2025-40, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation.

Item Summary:

Discussion and Possible Action on Ratification of Amended Resolution 2025-40, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation.

Financial Impact:

The project will be budgeted in the General Capital Project Fund (#320).

Item Discussion:

Resolution 2025-40 was adopted and approved by the Governing Body at their Regular Meeting on November 10, 2025. The Resolution incorrectly showed the total cost of the project to be \$377,965 with the Dept. of Transportations share of 75% to be: \$283,474 and the Village's proportional match of 25% to be: \$94,491. The Resolution also showed the incorrect Cooperative Agreement Control Number. The Amended and Ratified Resolution 2025-40 correctly shows the total cost of the project to be \$334,365; the Dept. of Transportations share to be \$250,774; the Village's match to be \$83,591 and the correct Agreement Control Number to be HW2L200653.

Recommendations:

To Approve Ratification of Amended Resolution 2025-40, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation.

ATTACHMENTS:

[Original Resolution 2025-40.pdf](#)

[Amended and Ratified Resolution 2025-40.pdf](#)

RESOLUTION 2025-40

Village of Ruidoso

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$377,965.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$283,474.00

and

b. Village of Ruidoso's proportional matching share shall be 25% or \$94,491.00

TOTAL PROJECT COST IS \$377,965.00

Village of Ruidoso shall pay all costs, which exceed the total amount of \$377,965.00

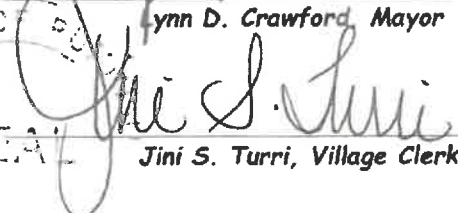
Now therefore, be it resolved in official session that Village of Ruidoso determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2026**, 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 Cooperative Agreement Control Number HW2L200654 with the New Mexico Department of Transportation for LGRF Project for year **2025** to drainage improvements, pavement improvements/rehabilitation, and miscellaneous within the control of the Village of Ruidoso in Lincoln County, New Mexico.


Lynn D. Crawford, Mayor


Jini S. Turri, Village Clerk

11/10/25
DATE

11/10/2025
DATE

RATIFICATION OF AMENDED RESOLUTION 2025-40

Village of Ruidoso

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$334,365.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$250,774.00
and
- b. Village of Ruidoso's proportional matching share shall be 25% or \$83,591.00

TOTAL PROJECT COST is \$334,365.00

Village of Ruidoso shall pay all costs, which exceed the total amount of \$334,365.00.

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

That the project for this Cooperative agreement is adopted and has a priority standing.

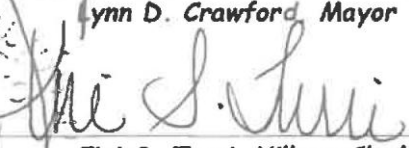
The agreement terminates on December 31, 2026, and the Village of Ruidoso incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Village of Ruidoso to enter into Cooperative Agreement Control Number HW2L200653 with the New Mexico Department of Transportation for LGRF Project for year 2025 to drainage improvements, pavement improvements/rehabilitation, and

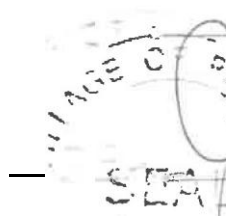
miscellaneous within the control of the Village of Ruidoso in Lincoln County, New Mexico.



Lynn D. Crawford Mayor



Jini S. Turri, Village Clerk



Date: 11/10/2025

Date: 11/10/2025