CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes.
   January 31, 2012 Special Meeting
   January 31, 2012 Regular Meeting

2. Approval of Special Dispensers Permit for “Mardi Gras” Event at
   Grace O’Malleys Irish Pub at 2331 Sudderth Drive on February 21,
   2012.

3. Approval of Special Dispensers Permit for “St. Patrick’s Day” Event at
   Grace O’Malleys Irish Pub at 2331 Sudderth Drive on March 17, 2012.

4. Approval of Memorandum of Understanding with the New Mexico
   Tourism Department for the Use of Space at the Billy the Kid Byway
   Visitor Center.

5. Approval of First Renewal Agreement with Down Time Services, Inc.
   for Land Lease at the Sierra Blanca Regional Airport.

6. Approval of Amendment to Agreement with Loris & Associates for
   Professional Services for Development of Plans for a River Walk
   Trail for the Village of Ruidoso, Requesting a Time Extension to
   February 21, 2013.

7. Request to Schedule a Public Hearing on March 13, 2012 for
   Ordinance 2012-02, an Ordinance of the Governing Body of the
   Village of Ruidoso, New Mexico Rescinding the Ruidoso-Lincoln
   County Extraterritorial Zoning Authority Ordinance 2004-01.
MAYORAL REPORTS AND PRESENTATIONS.

Presentation by Dr. Clayton Alred on "Economic Impact of ENMU-Ruidoso".

Presentation on the History of the Veterans of Foreign Wars' Voice of Democracy Program.

REPORTS FROM MUNICIPAL OFFICIALS.

VILLAGE MANAGER REPORT.

PUBLIC HEARINGS.

REGULAR ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2012-04, Second Quarter Budget Adjustment for Fiscal Year 2011-2012.

2. Discussion and Possible Action on Purchase of Caterpillar Soil Drum Compactor (Steel Wheel Roller) for the Street Department, in the Amount of $50,007.06.

3. Discussion and Possible Action on Request for Funding for the Boys and Girls Club of Sierra Blanca.

PUBLIC INPUT.

BOARD AND COMMISSION APPOINTMENTS.

CLOSED SESSION.

- 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.
  - Second Modification of Settlement Agreement.

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

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2011-01. 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

To: Mayor Alborn and Councilors

Presenter: Irma Devine, CMC Municipal Clerk

Meeting Date: February 14, 2012

Re: Approval of Council Meeting Minutes.

Item Summary:

Approval of Minutes from Council Meetings:

January 31, 2012 Special Meeting
January 31, 2012 Regular Meeting

<table>
<thead>
<tr>
<th>Fund</th>
<th>N/A</th>
<th>Line Item</th>
<th>N/A</th>
<th>Budgeted Amount</th>
<th>N/A</th>
<th>Available Balance</th>
<th>N/A</th>
</tr>
</thead>
</table>

Item Discussion:

N/A

Recommendations:

Approval of Minutes from Council Meetings:

January 31, 2012 Special Meeting
January 31, 2012 Regular Meeting

AGENDA MEMORANDUMS, ALONG WITH BACK-UP DOCUMENTATION, ARE DUE IN THE VILLAGE CLERK'S OFFICE BY 8:30 A.M. ON WEDNESDAYPRIOR TO THE CORRESPONDING MEETING (PER COUNCIL'S ADOPTED RESOLUTION #2011-02).

THIS AGENDA MEMORANDUM WAS RECEIVED IN THE VILLAGE CLERK'S OFFICE ON: 1/31/12 @ 10:03 A.M. BY: INITIALS

(Revised 1/11/11)
Mayor Pro Tem Rafael “Rifle” Salas called the Special Meeting of the Governing Body of the Village of Ruidoso to order at 2:00 p.m. Councilors Dean, Stoddard, Shaw, Sayers, and Hardeman were recorded present. Mayor Gus Raymond Alborn was recorded absent. Municipal employees present were Debra Lynne Lee, Village Manager; M. Sean Parker, Deputy Manager; Nancy Klingman, Finance Director; Karen Gutierrez, Staff Accountant; and Irma Devine, Village Clerk. Also present was Jeffrey W. McWhorter, CPA Director, with Accounting and Consulting Group, LLP. Village of Ruidoso legal counsel present was Daniel A. Bryant. There were no visitors present.

Mayor Pro Tem Salas stated the purpose of the special meeting was as follows:

CLOSED SESSION:
- Discussion Subject to Exceptions to the Provisions of Subsections A, B, and G of the Open Meetings Act in Which the Village of Ruidoso is or May Become a Participant. §10-15-1.H. Example 31, NMSA 1978; and Section 2.2.2.10-J.(3) NMAC, Audit Rule 2011.

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

Councilor Shaw moved to recess into closed session for:
- Discussion Subject to Exceptions to the Provisions of Subsections A, B, and G of the Open Meetings Act in Which the Village of Ruidoso is or May Become a Participant. §10-15-1.H. Example 31, NMSA 1978; and Section 2.2.2.10-J.(3) NMAC, Audit Rule 2011.

Any action taken as a result of the closed session will be brought back into open session. Councilor Hardeman seconded and the motion carried with a roll call vote of all ayes.

Mayor Pro Tem Salas recessed the special session and convened the closed session at 2:06 p.m.

Present in closed session were members of the Governing Body. Others present included Debra Lynne Lee, M. Sean Parker, Irma Devine, Nancy Klingman, Karen Gutierrez, Daniel A. Bryant, and Jeffrey W. McWhorter.

Mayor Pro Tem Salas adjourned the closed session and reconvened the special session at 2:46 p.m.

Councilor Shaw moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Stoddard seconded and the motion carried with a roll call vote of all ayes.
There being no further business to come before the Governing Body, Mayor Pro Tem Salas adjourned the special meeting at 2:47 p.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved this 14th day of February 2012.

APPROVED: ____________________________
Rafael "Rifle" Salas, Mayor Pro Tem

ATTEST: ____________________________
Irma Devine, Village Clerk
Mayor Pro Tem Rafael "Rifle" Salas called the regular meeting of the Governing Body, Village of Ruidoso to order at 3:00 p.m. by calling for a moment of silence and the Pledge of Allegiance. Councillors Dean, Stoddard, Shaw, Sayers, and Hardeman were recorded present by roll call. Mayor Gus Raymond Alborn was recorded absent. Municipal employees present were Debra Lynne Lee, Village Manager; M. Sean Parker, Deputy Manager; Irma Devine, Village Clerk; Bertha Randolph, Deputy Clerk; Randall Camp, Utilities Director; Karen Bushnell, Capital Project Administrator; and Joe S. Magill, Chief of Police. Village legal counsel present was Daniel A. Bryant. There were approximately 38 visitors present.

**APPROVAL OF AGENDA:**

Councilor Dean moved to approve the agenda with the amendment to remove consent regular item #6, Request to Schedule a Public Hearing on February 28, 2012 for Ordinance 2012-02, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Chapter 70, Solid Waste; and Appendix A, Fees, Fines and Penalties to Adjust Forestry Fees. Councilor Stoddard seconded and the motion carried with all ayes.

**CONSENT REGULAR ITEMS:**

Councilor Dean moved to approve the consent regular items as followed:

1. Approval of Governing Body Minutes.
   - January 10, 2012 Regular Meeting
   - January 12, 2012 Workshop Meeting

2. Approval of Appointments and Compensation for Precinct Workers for the March 6, 2012 Regular Municipal Election.

3. Approval of Purchase of Two (2) ½ Ton Long Wheel Base 4 X 4 Pickups From Rich Ford for the Regional Wastewater Treatment Plant under Price Agreement #10-000-00-00089 with the State of New Mexico General Services Department.

4. Approval to Authorize Staff to Submit 2012 Grant Application for the New Mexico Off-Highway Vehicle Program for Law Enforcement Agencies to Conduct Off-Highway Vehicle Enforcement and Education on Public Land.

5. Request to Schedule a Public Hearing on February 28, 2012 for Ordinance 2012-01, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 86 Utilities, Specifically Section 86-3, Locations for Payment of Charges; Delinquency Date; Section 86-10, Unlawful Use of Water or Discharge of Waste; Damaging or Tampering With Water or Sewer Facilities; Penalties; Section 86-32, Water Conservation; and Appendix A, Fees, Fines, and Penalties.
6. Request to Schedule a Public Hearing on February 28, 2012 for Ordinance 2012-02; an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Chapter 70, Solid Waste; and Appendix A, Fees, Fines and Penalties to Adjust Forestry Fees.

Councilor Stoddard seconded and the motion carried with all ayes.

**MAYORAL REPORTS AND PRESENTATIONS:**

Mayor Pro Tem Salas stated the following:
- Mayor Alborn and Interim Fire Chief Harlan Vincent were in Santa Fe attending a meeting to discuss the possibility to ban fireworks in times of extreme conditions.
- presented a Special Recognition Award to Amanda Bryant for her Leadership and Community Development throughout her Ruidoso High School Years.
- introduced representative from “Up With People” who provided a history about the group, its community involvement, performances, and its need for host families for approximately 120 individuals from many different countries.

**REPORTS FROM MUNICIPAL OFFICIALS:**

Councilor Sayers reported on her attendance to the fundraiser for disabled skiers and thanked all the businesses who donated items to them.

Councilor Hardeman congratulated the upcoming election candidates for their interest.

Councilor Salas stated the reason consent item #8 was removed was because the Forestry Task Force was going to meet on February 9, 2012 to discuss further progress regarding the draft Ordinance and possibly schedule a joint workshop meeting with Council.

**VILLAGE MANAGER REPORT:**

Presentation by Accounting and Consulting Group, LLP Regarding Fiscal Year 2010-2011 Audit. Debra Lynne Lee stated five audits were completed in two and one-half years. Jeffrey W. McWhorter stated the following: provided special recognition to the Village’s Finance Department for their help in enabling them to complete the audits; in June 2011, the audit was submitted on time, which was definitely considered progress for the Village of Ruidoso; both the Village of Ruidoso and the Regional Wastewater Treatment Plant were audited; met with Finance to discuss any remedial actions necessary or already implemented; met with the Governing Body in closed session to discuss the audit; audit reports were released to the public; the auditors were in agreement that corrective actions had been appropriate and reflected the accountability and transparency of the Village of Ruidoso. Councilor Stoddard commended Ms. Lee for her tenacity in getting the audits completed.

Councilor Stoddard stated the following: a Council representative needed to be part of the presentations for the sewer line relocation project and since he would be out of town, he had asked Councilor Dean to attend; and was pleased to see the efforts by the Sierra Blanca Airport to convert to another fuel and decrease prices.
Councilor Shaw stated the Candidate's Forum was scheduled for Wednesday February 22 at 7:30 at the Ruidoso Convention Center and encouraged everyone to exercise their rights to attend, listen, and ask questions.

Councilor Sayers stated she was pleased to hear the agenda process would change, which could improve inaccuracies. Ms. Lee stated the staff committee was evaluating the process to make changes to allow more time to get the necessary documents and would begin enforcing deadlines.

Ms. Lee highlighted the following: the Internal Revenue Service (IRS) increased the amount paid for mileage and the Village was reviewing the entire travel policy, which would then be presented to Council by Resolution; there were no significant changes in the RFP for the sewer line relocation project; the scoring would be a little different; the proposals would be scored and then the top candidates would be invited to make presentations on which they would be scored independently; Councilor Sayers could attend the presentations as a silent partner; the Convention Center was being utilized more for government training; Interim Fire Chief Vincent would be going to California next week to see the fire trucks and would be photographing the progress to report back to Council; an amendment to Fire Trucks Plus, Inc. agreement would have to be considered by Council; and it was a high priority to get the trucks completed as soon as possible.

Ms. Lee stated hotels did not pay a premium rate for water, a public hearing regarding water conservation would be coming up in the near future, and they were working on a marketing communication plan to encourage water conservation. Randall Camp stated the following: hotels were surveyed on water conservation; currently, they had tent notices, door hangers, cards, and other types of communication for the guests; were pleased with the efforts; and staff would distribute more information to nightly rentals and smaller hotels.

Councilor Hardeman recommended Cost of Living Adjustments (COLAs) be discussed. Ms. Lee stated the budget workshop meeting was scheduled for Tuesday February 21, 2012.

Ms. Lee stated the following: a committee was organizing a Ribbon Cutting Ceremony for the Regional Wastewater Treatment Plant for Wednesday February 29, 2012 at 10:00 a.m.; and the State and Federal wage rate issue would be presented to the Joint Use Board by change order for approval.

PUBLIC HEARINGS:

There were no Public Hearings.

REGULAR ITEMS:

Discussion and Possible Action on Adoption of Resolution 2012-03, a Resolution of the Governing Body of the Village of Ruidoso, New Mexico Adopting a Grant Management Policy and Procedure Manual. Karen Bushnell stated the following: the policy was a requirement for Federal grants and affected those grants only; would be used as part of internal controls; and would clear up some of the audit findings.

Daniel A. Bryant stated he reviewed the policy and cautioned staff to make sure to understand how the matches worked in each grant and what would happen if and when the
grant ceased. Ms. Lee recommended approval of the policy and suggested any amendments and or changes to the policy be brought back to Council for approval.

Councilor Hardeman moved to adopt Resolution 2012-03, a Resolution of the Governing Body of the Village of Ruidoso, New Mexico Adopting a Grant Management Policy and Procedure Manual with any amendments to be brought back to Council for approval. Councilor Stoddard seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action to Authorize Staff to Submit a Capital Outlay Request for the Construction of a Raw Water Line to Deliver Water from Wells to the Alto Water Treatment Plant. Debra Lynne Lee stated the following: the Village was mandated to relocate a water line away from the Dam and must construct a new raw water line to deliver water from wells to the Alto Water Treatment Plant; the Village budgeted $600,000.00 for the project, but it was estimated to cost $1,100,000.00; Hubert Quintana, with the SNMEDD Council of Government advised the Village that capital outlay funding might be available for "shovel ready" projects; and as a result, the Village requested $500,000.00 from the New Mexico Legislature to assist with the important project and it was ready to go to bid.

Randall Camp stated the following: the pipeline was buried in the Dam in 1970 and was considered bad practice and therefore had to be relocated to the western end; the flow would be reversed to pump into a bypass line; were in the permitting process; the line sizes would be upsized; there was not a hard fast deadline as long as some progress was being made; should be completed by Spring; the design was provided by Wilson & Company in 2009; and it was a very sensitive issue. Councilor Hardeman stated he was encouraged to hear there might be some capital outlay money and recommended the Village moved forward.

Councilor Hardeman moved to Authorize Staff to Submit a Capital Outlay Request for the Construction of a Raw Water Line to Deliver Water from Wells to the Alto Water Treatment Plant. Councilor Shaw seconded and the motion carried with all ayes.

Discussion and Possible Action on Agreement with URS Corporation for Engineering Services for Alternatives Analysis for the Rehabilitation of Alto Lake Dam, Lincoln County OSE File D-180 Dam Design, in an Amount Not to Exceed $250,000.00. Randall Camp stated the following: staff recommended approval of the Agreement with URS; options for Alto Dam would be evaluated; and recommendations regarding the best options would be presented to Council. Daniel A. Bryant stated he reviewed the agreement and it was all legal.

After brief discussion, Ms. Lee stated the additional services beyond the scope of the agreement could be presented to Council. Councilor Salas stated, regardless of the amount, Council should be made aware of those services and/or additional costs. Mr. Bryant stated the Village was bound by financial policies to bring back anything material in nature for Council approval.

Councilor Dean moved to approve Agreement with URS Corporation for Engineering Services for Alternatives Analysis for the Rehabilitation of Alto Lake Dam, Lincoln County OSE File D-180 Dam Design, in an Amount Not to Exceed $250,000.00. Councilor Stoddard seconded and the motion carried with all ayes.
Discussion and Possible Action on Agreement with HydroGeologic Services, Inc. for Professional Services for On Call Well Pump and Motor and Well Maintenance Services. Mr. Bryant stated the agreement was legally compliant.

Councilor Stoddard moved to approve Agreement with HydroGeologic Services, Inc. for Professional Services for On Call Well Pump and Motor and Well Maintenance Services. Councilor Dean seconded and the motion carried with all ayes.

Discussion and Possible Action on Award of RFP 2012-008P to K.D. Huey Corporation and Alpha Southwest for Professional Services for Alternate On Call Well Pump and Motor Repair and Well Maintenance Services. Randall Camp stated the following: the Village needed more than one responder on call; it was critical to get Wells back on line as soon as possible; if the RFP was awarded, the Village would have three responders; and having water in the pipes was the Village's priority.

Councilor Sayers moved to Award RFP 2012-008P to K.D. Huey Corporation and Alpha Southwest for Professional Services for Alternate On Call Well Pump and Motor Repair and Well Maintenance Services. Councilor Dean seconded and the motion carried with all ayes.

PUBLIC INPUT:

There was no Public Input.

BOARD AND COMMISSION APPOINTMENTS:

There were no Board and Commission Appointments.

Bertha Randolph was excused from the regular session at 4:08 p.m.

CLOSED SESSION:

Councilor Stoddard moved to recess into closed session for:
- 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.
  > Litigation Report from the Village of Ruidoso Attorney.

Any action taken as a result of the closed session will be brought back into open session. Councilor Dean seconded and the motion carried with a roll call vote of all ayes.

Mayor Pro Tem Salas recessed the regular session at 4:08 and convened the closed session at 4:13 p.m.

Present in closed session were members of the Governing Body. Others present included Debra Lynne Lee, M. Sean Parker, Irma Devine, and Daniel A. Bryant.

Mayor Pro Tem Salas adjourned the closed session and reconvened the regular session at 4:42 p.m.
Councilor Shaw moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Stoddard seconded and the motion carried with a roll call vote of all ayes.

**ADJOURNMENT:**

There being no further business to come before the Governing Body, Mayor Pro Tem Salas adjourned the regular meeting at 4:43 p.m.

**MINUTES ARE DRAFT UNTIL APPROVED ON:**

Passed and approved this 14th day of February, 2012.

**APPROVED:**

________________________
Rafael "Rifle" Salas, Mayor Pro Tem

**ATTEST:**

__________________________
Irma Devine, Village Clerk
AGENDA MEMORANDUM
Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Irma Devine, CMC
Village Clerk

Meeting Date: February 14, 2012

Re: Approval of Special Dispensers Permit for Mardi Gras Event at 2331 Sudderth Drive on February 21, 2012.

Item Summary:
Gace O'Malley's Irish Pub is the licensed establishment and event sponsor that is applying for the Special Dispensers Permit, which will be used at the Mardi Gras Event at 2331 Sudderth Drive on February 21, 2012. All insurance, deposits and Special Event application shall be in place for the event.

<table>
<thead>
<tr>
<th>Fund:</th>
<th>N/A</th>
<th>Line Item:</th>
<th>N/A</th>
<th>Budgeted Amount:</th>
<th>N/A</th>
<th>Available Balance:</th>
<th>N/A</th>
</tr>
</thead>
</table>

Item Discussion:
Parks and Recreation Department is working with the event coordinator at Grace O'Malley's Irish Pub to ensure all special event applications, deposits, etc. are complied with as required by Village of Ruidoso Ordinance.

Recommendations:
Council approval is recommended contingent upon all regulations of the Special Event application are met and all insurances are in place for the event.

(Revised 1/11/11)
SPECIAL DISPENSER PERMIT APPLICATION (60-6A-12)

Per day: X $50.00 Public Celebration
$25.00 Private Event (Catered) (all fees are non refundable)
A copy of all approved permits will be sent to the Special Investigations Division of the Department of Public Safety. They will notify you directly if they need additional information.

LICENSE HOLDER INFORMATION
Business Name (DBA) Grace O'Malley's Irish Pub
Owner Name Tír na Nog
Liquor License # 28019
Local Option District ______________________

EVENT INFORMATION
Description of Event Mardi Gras
Date(s) of Event 2/21/2012
Begin Time 10:00am
End Time 9:00pm
Physical Address of Event 2331 Sudderth Dr.
Number of Persons expected 400
Number of Security personnel to be at this function 5
Security Contact Name Alicia Lomeli
Telephone # 575-630-0219 or 575-937-5965

SPONSOR INFORMATION
Sponsor of Event Grace O'Malley's Irish Pub
Contact Name Alicia Lomeli
Signature __________________________
Telephone # 575-630-0219

BUILDING OWNER APPROVAL
Owner Name Shari Yates Smith
Signature __________________________
Telephone # 575-630-0219

LICENSE HOLDER & SERVER CERTIFICATION: I, Shari Yates Smith (Licensee) hereby certify that this event is within the same local option district as the dispenser's license, that event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is granted from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees that the information in this application is true and correct.

ITE: List of servers including name, server permit # and server expiration date must be attached to permit application.

PTE: Ensure that any statements or representations herein are found to be false, the director may refuse to issue additional permits.

License Name (print) Shari Yates Smith
Signature (Licensee Only) __________________________
Date 2/2/12

PROFITS DERIVED FROM THE SALE OF LIQUOR WILL GO ONLY TO THE LICENSEE. ONLY THE OWNER OR AUTHORIZED PERSON UNDER THIS LICENSE MAY SIGN THE PERMIT.

Affidavit
Said event is to be held on the premises of Grace O'Malley's Irish Pub located at 2331 Sudderth Dr., Ruidoso, NM 88345 on 2/21/2012 at 10:00am. The event is expected to have 400 people in attendance.

Shari Yates Smith
Signed and Sworn before me this 2nd day of February, 2012 Notary Public
Carol Ten Eyck
Exp. 4/19/15

LOCAL GOVERNING BODY APPROVAL
Name __________________________
Title __________________________
Date __________________________
Signature __________________________
Phone __________________________
Fax __________________________

COHOL & GAMING DIVISION USE ONLY
Approved by: __________________________
Date __________________________

Permit Number __________________________

Attachments: 1) Floor plan 2) Fees (listed on top of page) 3) Server information list
SPECIAL DISPENSER PERMIT APPLICATION INSTRUCTIONS – PLEASE READ CAREFULLY

✓ Only the holder of a New Mexico Dispenser’s license may apply for and be issued a Special Dispenser Permit (SDP). All applications must be filled out completely and the licensee’s signature must be notarized. Incomplete applications may be returned to the licensee. A list of all servers who will be serving alcoholic beverages for this function must be submitted prior to AGD granting approval for any SDP.

✓ If security is deemed to be insufficient and based upon the number of attendees, AGD may disapprove the application.

✓ A detailed floor plan (8 ½ x 11) must be submitted showing exactly where the event is to be held. Floor plan must show location of bars, serving areas, entrances, exits and enclosed or barricaded serving areas must also be clearly marked. The floor plan must also include the total square footage for the proposed service area.

✓ The dispenser’s license being used must be located in the same local option district where the event will be held. The local governing body of the local option district must grant approval for the issuance of the permit. The local governing body includes city council, county clerk, mayor, etc.

✓ A Public Celebration is defined as any state or county fair, fiesta, cultural or artistic performance or professional athletic competition of a seasonal nature or activities held on an intermittent basis. When making application for a Public Celebration, provide detailed information on the public celebration.

✓ Only the employees who are licensed servers, of the holder of the New Mexico dispenser’s liquor license who is issued a Special Dispenser Permit may sell, dispense, or serve the alcoholic beverages.

✓ The local governing body where the event is to be held must have authorized Sunday Sales and the holder of the dispenser’s license must have a valid Sunday Sales Permit issued by the Alcohol & Gaming Division or must have a special concession issued from the local governing body pursuant to Section 60-6A-12(E) NMSA, 1978.

✓ The approval Special Dispenser Permit and all required posters must be conspicuously posted at the approved location as outlined by the floor plan.

✓ All applications must be submitted as early as possible to ensure timely processing. Merely submitting an application does not constitute approval. If the licensee does not have the approved permit, sale, service and delivery of alcoholic beverages are not permitted.

✓ Ensure that required attachments are submitted: 1) Floor plan 2) Fees (listed on top of page) 3) Server information list

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THIS APPLICATION MUST BE RECEIVED BY THIS DIVISION AT LEAST 10 DAYS PRIOR TO THE EVENT:

Office Location: Alcohol & Gaming Division
2550 Cerrillos Rd.
Santa Fe, NM 87505

Mailing Address: Alcohol & Gaming Division
PO Box 25101
Santa Fe, NM 87504-5101

Revised 4/09

ALCOHOL & GAMING DIVISION
**SPECIAL EVENT APPLICATION**

Apply minimum of 30 days in advance of event.
Parade and events with Alcohol require application a minimum of 90 days in advance of event.
For assistance with application please visit Parks & Recreation Department located at 801 Resort Drive or Call Office: (575) 257-5030 Fax: (575) 257-3897
Mail Application and fees to: Special Events Office, c/o Parks & Recreation, 313 Cree Meadows Dr., Ruidoso, NM 88345

* $100/Day Event Fee for Commercial Businesses; ** $50/Day for Not-for-Profit Event

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**EVENT INFORMATION:**

<table>
<thead>
<tr>
<th>DATE(S) OF EVENT: 2/21/12</th>
<th># of Days: 1 (Not to exceed 5 consecutive days)</th>
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<tbody>
<tr>
<td>LOCATION OF EVENT: 2331 Sudderth Dr. Ruidoso NM 88345</td>
<td></td>
</tr>
<tr>
<td>TIMES OF EVENT: FROM: 10:00AM TO: 9:00PM</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED # OF ATTENDEES:</td>
<td></td>
</tr>
</tbody>
</table>

**NAME OF EVENT:** MARDI GRAS

**NAME OF EVENT COORDINATOR:** Alicia Lomey

**EMAIL:** alicia.lomey@rocketmail.com **DAY PHONE:** 630-0219 **OTHER PHONE:** 937-5945

**NAME OF ORGANIZATION:** Grace O'Malley's

**ADDRESS:** 2331 Sudderth Dr.

**CITY:** Ruidoso **STATE:** NM **ZIP:** 88345

**CHECK EACH LINE BELOW AND RETURN REQUIRED FORMS & FEES:**

<table>
<thead>
<tr>
<th>Required</th>
<th>RETURN FORMS/PERMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Signed Special Event Application</td>
<td>SIGNED APPLICATION</td>
</tr>
<tr>
<td>- Copy of Non-Profit Corporate Report with #</td>
<td>COPY OF NON PROFIT</td>
</tr>
<tr>
<td>- Completed &amp; Notarized Hold Harmless Agreement (Return Attachment in this packet)</td>
<td>HOLD HARMLESS FORM</td>
</tr>
<tr>
<td>- Liability Insurance of $1,000,000 naming Village of Ruidoso as Additional Insured</td>
<td>COPY LIABILITY INS.</td>
</tr>
<tr>
<td>- Business Licenses &amp; NM CRS # See Vendor List (Return Attachment in this packet)</td>
<td>VENDOR LIST</td>
</tr>
<tr>
<td>- Completed Event Site Map (Return Attachment in this packet)</td>
<td>EVENT SITE MAP</td>
</tr>
<tr>
<td>- Completed &amp; Signed Owner's Affidavit Form (Return Attachment in this packet)</td>
<td>OWNER'S AFFIDAVIT</td>
</tr>
<tr>
<td>- Event Road Map for Parade/Procession</td>
<td>ROAD MAP</td>
</tr>
<tr>
<td>- Signed Permit from NM DOT for Road Closure when using Sudderth or Mechem</td>
<td>NM DOT ROAD FORM</td>
</tr>
<tr>
<td>- Additional fee For Solid Waste Pick Up and/or Receptacles</td>
<td>SOLID WASTE DEPT FEES</td>
</tr>
<tr>
<td>- Ensure Temporary Food Permits for all Food Vendors at Event</td>
<td>TEMP. FOOD PERMIT</td>
</tr>
<tr>
<td>- Banner will be used</td>
<td>TEMP. BANNER PERMIT</td>
</tr>
<tr>
<td>- Amplified sound shall be required at event</td>
<td>NOISE PERMIT</td>
</tr>
<tr>
<td>- Alcoholic Beverages will be served/sold (Security &amp; Fencing will be required)</td>
<td>NM PICNIC PERMIT</td>
</tr>
</tbody>
</table>

**Fee Paid when permit received Receipt #**

---

**Return Forms/Permits:**

**Signed Application**

**Copy of Non-Profit**

**HOLD HARMLESS FORM**

**Copy Liability Ins.**

**Vendor List**

**Event Site Map**

**Owner's Affidavit**

**Road Map**

**NM DOT Road Form**

**Solid Waste Dept Fees**

**Temp. Food Permit**

**Temp. Banner Permit**

**Noise Permit**

**NM Picnic Permit**

---

**Mail Application and fees to:** Special Events Office, c/o Parks & Recreation, 313 Cree Meadows Dr., Ruidoso, NM 88345
REQUIRED EVENT APPLICATION FEES (101-46211)

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<thead>
<tr>
<th>Application Fee</th>
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<tr>
<td>Traffic Safety Equipment/NMDOT</td>
<td>$300 per event</td>
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OTHER DEPARTMENT FEES

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**Weekday other equipment delivery/setup/breakdown | $ 25.00 per hr. per staff |
**Weekend other equipment delivery/setup/breakdown | $ 35.00 per hr. per staff |

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I UNDERSTAND AS THE APPLICANT I AM RESPONSIBLE FOR ENSURING THAT MY BUSINESS/ORGANIZATION COMPLIES WITH ALL RELEVANT LOCAL, STATE, AND FEDERAL REGULATIONS AND THAT ALL REQUIREMENTS LISTED ABOVE HAVE OR WILL BE MET. APPLICANT ENSURES THAT ALL VENDORS WILL HAVE A RUIDOSO BUSINESS LICENSE WITH THE EXCEPTION OF EVENTS HELD ON VILLAGE PROPERTY WHERE ONLY NM CRS NUMBERS ARE REQUIRED. APPLICANT HEREBY AFFIRMS THAT, TO THE BEST OF THEIR KNOWLEDGE, THE STATEMENTS AND INFORMATION ON THIS APPLICATION ARE TRUE AND CORRECT. ISSUANCE OF A PERMIT DOES NOT IMPLY THAT ALL SUCH REQUIREMENTS HAVE BEEN MET.

SIGNATURE OF APPLICANT: ___________________________ DATE: 2/1/12

Rev. 11/22/11 DJA
VILLAGE OF RUIDOSO
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Name of Organization) Grace O'Malley's Irish Pub
acting through its authorized agent, Tir na Nog - Gregory J. Wren, GM and/or
Alicia Lomeli, BOH Manager

(Agents Name and Title)
agrees to defend, protect, indemnify, and hold the Village of Ruidoso, New Mexico, a municipal
corporation, harmless from any personal injury or property damage suffered by the

(Name of Organization) Grace O'Malley's Irish Pub
its members and participants, the Village, or by third parties resulting from the

(Name of event) Mardi Gras
to be held on the following date(s) Tuesday, February 21

from: 10:00 AM to: 10:00 PM (time) at the following location,

2331 Sudderth Dr. (location), additionally agrees to obtain liability
insurance covering the event and naming the Village of Ruidoso as additional insured in the policy
amount of at least one million dollars ($1,000,000) per event.

Signature of Authorized Agent: [Signature]

Notary Seal

COUNTY OF LINCOLN
STATE OF NEW MEXICO
SUBSCRIBED AND SWORN to before me this 2nd day of February
, 2012.

Signature of Notary Public

My Commission Expires: 4/19/15

VOR OFFICE USE ONLY: SIGNATURES BELOW WILL BE OBTAINED BY SPECIAL EVENT OFFICE

PLANNING DIRECTOR: Shawn Fort
SOLID WASTE DIRECTOR: Jeff Kaplan
ROADS/STREET: JR Baumann
FIRE CHIEF: Harlan Vincent
POLICE CHIEF: Joe Magill
CODE ENFORCEMENT: Eisenberg/Simpson
SPECIAL EVENT OFFICE: Debbie Jo Almager
VILLAGE CLERK: Irma Devine
SPECIAL EVENT PRIVATE PROPERTY

OWNER’S AFFIDAVIT

We, I Shari Yates Smith, being duly sworn, deposite and say that (I am) (we are) the owner(s) of property located at 2331 Sudderth Dr., Ruidoso, legally described as Grace O’Malley’s Irish Pub, for which (I am) (we are) granting permission for conducting a special event: Mardi Gras, on date(s) 2/21/12.

as applied for through the Village of Ruidoso, New Mexico.

Owner’s Signature: Shari Yates Smith

Address: P.O. Box 842

Capitan, NM 88316

Day Phone: 575-937-9642

NOTARY SEAL

Official Seal
CAROL TENEYCK
Notary Public
State of New Mexico
My Commission Expires April 19, 2015

COUNTY OF LINCOLN
STATE OF NEW MEXICO

Subscribed and sworn to before me this 2nd day of February, 2012.

Notary Public

My Commission Expires: 4/19/15
DATE OF REQUEST: 2/1/12

NAME OF CONTACT: Alicia Lomeli
DAY PHONE #: 430-0219

NAME OF BUSINESS: Grace O'Malley’s
VOR BUSINESS LICENSE #: 5804

MAILING ADDRESS: 2331 Sudderth Dr.
Ruidoso, NM 88345

E-MAIL ADDRESS: alicia.lomeli@rocketmail.com

LOCATION OF EVENT: 2331 Sudderth Dr.

DATE OF EVENT: 2/21/12

TIME OF EVENT: 10 AM - 9 PM

Applicant must ensure that the noise level remain at reasonable level so as not to be a nuisance to people inside their residences or place of business and must seize at 9:00 p.m. weekdays (Sunday-Thursday) and 10:00 p.m. (Friday & Saturday) on the day of the event.

ALCOHOL: Yes No
If yes, applicant must adhere to VOR Ordinance Sec. 10-9. Security personnel required where alcoholic beverages may be consumed.

PLEASE DESCRIBE SPECIAL EFFORTS TO MINIMIZE ADVERSE EFFECTS UPON THE COMMUNITY OR THE SURROUNDING NEIGHBORHOOD:

Applicant’s Signature: ____________________ Date: 2/1/12

This permit shall serve as your authorization to have amplified noise as designated in the Village of Ruidoso Ordinance Sec. 38-31.

Reviewed by Code Enforcement: ____________________ Date ____________
(Chris Eisenberg or Bobby Simpson, Code Enforcement Officer)

Reviewed by Special Event Office: ____________________ Date ____________
(Debbie Jo Almager, Director of Parks, Rec. & Economics Activities)

Reviewed by Village Clerk: ____________________ Date ____________
(Irma Devine, Village Clerk)

Copies to: 1) Code Enforcement 2) Police Department 3) Special Events Office
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Irma Devine, CMC

Meeting Date: February 14, 2012

Re: Approval of Special Dispensers Permit for St. Patrick's Day Event at 2331 Sudderth Drive on March 17, 2012.

Item Summary:

Gace O'Malley's Irish Pub is the licensed establishment and event sponsor that is applying for the Special Dispensers Permit, which will be used at the St. Patrick's Day Event at 2331 Sudderth Drive on March 17, 2012. All insurance, deposits and Special Event application shall be in place for the event.

<table>
<thead>
<tr>
<th>Fund</th>
<th>N/A</th>
<th>Line Item</th>
<th>N/A</th>
<th>Budgeted Amount</th>
<th>N/A</th>
<th>Available Balance</th>
<th>N/A</th>
</tr>
</thead>
</table>

Item Discussion:

Parks and Recreation Department is working with the event coordinator at Grace O'Malley's Irish Pub to ensure all special event applications, deposits, etc. are complied with as required by Village of Ruidoso Ordinance.

Recommendations:

Council approval is recommended contingent upon all regulations of the Special Event application are met and all insurances are in place for the event.

(Revised 1/11/11)
SPECIAL DISPENSER PERMIT APPLICATION (60-6A-12)

Per day: $50.00 Public Celebration
$25.00 Private Event (Catered) (all fees are non refundable)

A copy of all approved permits will be sent to the Special Investigations Division of the Department of Public Safety. They will notify you directly if they need additional information.

Business Name (DBA) Grace O'Malley's Irish Pub
Address 2331 Sudderth Dr., Ruidoso, NM 88345

License Holder Information
Owner Name Tír na Nog
Liquor License # 28019
Local Option District

Event Information
Date(s) of Event 3/17/2012
Begin Time 10:00am End Time 10:00pm
Number of Persons expected 400
Number of Security personnel to be at this function 5

Contact Name Alicia Lomeli
Telephone # 575-630-0219 Fax #

Sponsor Information
Event Grace O'Malley's Irish Pub
Contact Name Alicia Lomeli
Signature

Building Owner Approval
Signature Telephone # 575-630-0219 Date

License Holder & Server Certification:
I, Shari Yates Smith (Licensee) hereby certify that this event is within the same local option

AND Holder & Server Certification: I, Shari Yates Smith (Licensee) hereby certify that this event is within the same local option

riect as the dispenser’s license, that event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is

ined from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my

loyees and that ALL the information in this application is true and correct.

TE: List of servers including name, server permit # and server expiration date must be attached to permit application.

nsee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Sponsor Information
Sponsor Name (print) Shari Yates Smith
Signature (Licensee Only) Shari Yates Smith Date 2/2/12

Profits derived from the sale of liquor will go only to the licensee. Only the owner or authorized person under this license may sign the permit. (Seal)

Notary Information
Notary Public
Exp. 4/19/15

Local Governing Body Approval

Local & Gaming Division Use Only

Attachments: 1) Floor plan 2) Fees (listed on top of page) 3) Server information list
SPECIAL DISPENSER PERMIT APPLICATION INSTRUCTIONS – PLEASE READ CAREFULLY

✓ Only the holder of a New Mexico Dispenser’s license may apply for and be issued a Special Dispenser Permit (SDP). All applications must be filled out completely and the licensee’s signature must be notarized. Incomplete applications may be returned to the licensee. A list of all servers who will be serving alcoholic beverages for this function must be submitted prior to AGD granting approval for any SDP.

✓ If security is deemed to be insufficient and based upon the number of attendees, AGD may disapprove the application.

✓ A detailed floor plan (8½ x 11) must be submitted showing exactly where the event is to be held. Floor plan must show location of bars, serving areas, entrances, exits and enclosed or barricaded serving areas must also be clearly marked. The floor plan must also include the total square footage for the proposed service area.

✓ The dispenser’s license being used must be located in the same local option district where the event will be held. The local governing body of the local option district must grant approval for the issuance of the permit. The local governing body includes city council, county clerk, mayor, etc.

✓ A Public Celebration is defined as any state or county fair, fiesta, cultural or artistic performance or professional athletic competition of a seasonal nature or activities held on an intermittent basis. When making application for a Public Celebration, provide detailed information on the public celebration.

✓ Only the employees who are licensed servers, of the holder of the New Mexico dispenser’s liquor license who is issued a Special Dispenser Permit may sell, serve, or serve the alcoholic beverages.

✓ The local governing body where the event is to be held must have authorized Sunday Sales and the holder of the dispenser’s license must have a valid Sunday Sales Permit issued by the Alcohol & Gaming Division or must have a special concession issued from the local governing body pursuant to Section 60-6A-12(E) NMSA, 1978.

✓ The approval Special Dispenser Permit and all required posters must be conspicuously posted at the approved location as outlined by the floor plan.

✓ All applications must be submitted as early as possible to ensure timely processing. Merely submitting an application does not constitute approval. If the licensee does not have the approved permit, sale, service and delivery of alcoholic beverages are not permitted.

✓ Ensure that required attachments are submitted: 1) Floor plan 2) Fees (listed on top of page) 3) Server information list

THIS APPLICATION MUST BE RECEIVED BY THIS DIVISION AT LEAST 10 DAYS PRIOR TO THE EVENT:

Office Location: Alcohol & Gaming Division
2550 Cerrillos Rd.
Santa Fe, NM 87505

Mailing Address: Alcohol & Gaming Division
PO Box 25101
Santa Fe, NM 87504-5101

Revised 4/09

ALCOHOL & GAMING DIVISION
SPECIAL EVENT APPLICATION

Apply minimum of 30 days in advance of event.

Parade and events with Alcohol require application a minimum of 90 days in advance of event.

For assistance with application please visit Parks & Recreation Department located at 801 Resort Drive or Call Office: (575) 257-5030 Fax: (575) 257-3897

Mail Application and fees to: Special Events Office, c/o Parks & Recreation, 313 Cree Meadows Dr., Ruidoso, NM 88345

*$100/Day Event Fee for Commercial Businesses; **$50/Event for Not-for-Profit Event

EVENT INFORMATION:

<table>
<thead>
<tr>
<th>DATE(S) OF EVENT:</th>
<th>3/17/12</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Days:</td>
<td>1</td>
</tr>
<tr>
<td>(Not to exceed 5 consecutive days)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>LOCATION OF EVENT:</th>
<th>3331 Sudderth Dr.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TIMES OF EVENT- FROM:</th>
<th>10 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO:</td>
<td>10 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ESTIMATED # OF ATTENDEES:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF EVENT:</th>
<th>St. Patrick's Day</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PROVIDE DETAILED DESCRIPTION OF EVENT:</th>
</tr>
</thead>
</table>

NAME OF EVENT COORDINATOR: Alicia Lomeli

EMAIL: alicia.lomeli@rocketmail.com

DAY PHONE: 630-0219

OTHER PHONE: 937-5965

NAME OF ORGANIZATION: Grace O'Malley's Irish Pub

ADDRESS: 3331 Sudderth Dr.

CITY: Ruidoso

STATE: NM

ZIP: 88345

CHECK EACH LINE BELOW AND RETURN REQUIRED FORMS & FEES:

<table>
<thead>
<tr>
<th>Required – Signed Special Event Application</th>
<th>SIGNED APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required – Copy of Non-Profit Corporate Report with #</td>
<td>COPY OF NON PROF</td>
</tr>
<tr>
<td>Required – Completed &amp; Notarized Hold Harmless Agreement (Return Attachment in this packet)</td>
<td>HOLD HARMLESS FORM</td>
</tr>
<tr>
<td>Required - Liability insurance of $1,000,000 naming Village of Ruidoso as Additional Insured</td>
<td>COPY LIABILITY INS.</td>
</tr>
<tr>
<td>Required – Business Licenses &amp; NM CRS # See Vendor List (Return Attachment in this packet)</td>
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<td>Required – Completed &amp; Signed Owner's Affidavit Form (Return Attachment in this packet)</td>
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<tr>
<td>Required – Event Road Map for Parade/Procession</td>
<td>ROAD MAP</td>
</tr>
<tr>
<td>Required – Signed Permit from NM DOT for Road Closure when using Sudderth or Mechem</td>
<td>NM DOT ROAD FORM</td>
</tr>
<tr>
<td>Required – Additional fee For Solid Waste Pick Up and/or Receptacles</td>
<td>SOLID WASTE DEPT FEES</td>
</tr>
<tr>
<td>Required – Ensure Temporary Food Permits for all Food Vendors at Event</td>
<td>TEMP. FOOD PERMIT</td>
</tr>
<tr>
<td>Yes ___ No – Banner will be used</td>
<td>TEMP. BANNER PERMIT</td>
</tr>
<tr>
<td>Yes ___ No – Amplified sound shall be required at event</td>
<td>NOISE PERMIT</td>
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<tr>
<td>Yes ___ No – Alcoholic Beverages will be served/sold (Security &amp; Fencing will be required)</td>
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SIGNATURE OF APPLICANT: __________________________ DATE: 2/1/12

Rev. 11/22/11 DJA
VILLAGE OF RUIDOSO
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Name of Organization) Grace O'Malley's Irish Pub
acting through its authorized agent, Tir-na-Nog - Gregory S. Wren, GM and/or
Alicia Lomen, B.O.H. Manager (Agents Name and Title)

agrees to defend, protect, indemnify, and hold the Village of Ruidoso, New Mexico, a municipal
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(Name of Organization) Grace O'Malley's Irish Pub
its members and participants, the Village, or by third parties resulting from the
(Name of event) St. Patrick's Day
to be held on the following date(s) Saturday, March 17

from: 10:00 AM to: 10:00 PM (time) at the following location,

1331 Sudderth Dr. (location), additionally agrees to obtain liability
insurance covering the event and naming the Village of Ruidoso as additional insured in the policy
amount of at least one million dollars ($1,000,000) per event.

Signature of Authorized Agent: [Signature]

Notary Seal

COUNTY OF LINCOLN
STATE OF NEW MEXICO

SUBSCRIBED AND SWORN to before me this 2nd day of February

Signature of Notary Public: [Signature]

My Commission Expires: 4/19/2015
SPECIAL EVENT PRIVATE PROPERTY

OWNER'S AFFIDAVIT

We, I Shari Yates Smith being duly sworn, depose and say that (I am) (we are) the owner(s) of property located at 3331 Sudderth Dr., Ruidoso, NM, legally described as Grace O'Malley's Irish Pub, for which (I am) (we are) granting permission for conducting a special event: St. Patrick's Day, on date(s) 3/17/12.

as applied for through the Village of Ruidoso, New Mexico.

Owner's Signature: Shari Yates Smith

Address: F.O. Box 842
Capitan, NM 88316

Day Phone: 575-937-9642

NOTARY SEAL

ss.

COUNTY OF LINCOLN
STATE OF NEW MEXICO

Subscribed and sworn to before me this 2nd day of February, 2012.

Notary Public

My Commission Expires: 4/19/15
Village of Ruidoso
OUTDOOR NOISE PERMIT APPLICATION
FOR AMPLIFIED SOUND

DATE OF REQUEST: 2/1/12

NAME OF CONTACT: Alicia Lomeli
DAY PHONE #: 630-0219

NAME OF BUSINESS: Grace O'Malley's
VOR BUSINESS LICENSE # 5804

MAILING ADDRESS: 2331 Sudderth Dr.
Ruidoso, NM 88345

E-MAIL ADDRESS: aliciaalomeli@rocketmail.com

LOCATION OF EVENT: 2331 Sudderth Dr.

DATE OF EVENT: 3/17/12

TIME OF EVENT: 10:00 AM - 10:00 PM

Applicant must ensure that the noise level remain at reasonable level so as not to be a nuisance to people inside their residences or place of business and must cease at 2:00 p.m. weekdays (Sunday-Thursday) and 10:00 p.m. (Friday & Saturday) on the day of the event.

ALCOHOL: X Yes ___ No
If yes, applicant must adhere to VOR Ordinance Sec. 10-9. Security personnel required where alcoholic beverages may be consumed.

PLEASE DESCRIBE SPECIAL EFFORTS TO MINIMIZE ADVERSE EFFECTS UPON THE COMMUNITY OR THE SURROUNDING NEIGHBORHOOD:

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Applicant's Signature: ___________________________ Date: 2/1/12

This permit shall serve as your authorization to have amplified noise as designated in the Village of Ruidoso Ordinance Sec. 38-31.

Reviewed by Code Enforcement: _________________________ Date _________________________
(Chris Eisenberg or Bobby Simpson, Code Enforcement Officer)

Reviewed by Special Event Office: _________________________ Date _________________________
(Debbie Jo Ahmager, Director of Parks, Rec. & Economics Activities)

Reviewed by Village Clerk: _________________________ Date _________________________
(Irma Devine, Village Clerk)

Copies to: 1) Code Enforcement  2) Police Department  3) Special Events Office
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Ellen Bizzell, Recreation Supervisor

Meeting Date: February 14, 2012

Re: Approval of Memorandum of Understanding with the New Mexico Tourism Department for the Use of Space at the Billy the Kid Byway Visitor Center.

Item Summary:

Approval of Memorandum of Understanding with the New Mexico Tourism Department for the Use of Space at the Billy the Kid Byway Visitor Center.

Item Discussion:

The Memorandum of Understanding is to create a partnership between the Village of Ruidoso and the New Mexico Tourism Department for the use of space at the Billy the Kid Byway Visitor Center. The space would be for display racks and State-wide tourism brochures and visitor guides. The Village of Ruidoso will still own and maintain the building. The Billy the Kid Byway Visitor Center staff will hand out the information to visitors.

Recommendations:

Approve the Memorandum of Understanding with the New Mexico Tourism Department for the Use of Space at the Billy the Kid Byway Visitor Center.

AGENDA MEMORANDUMS, ALONG WITH BACK-UP DOCUMENTATION, ARE DUE IN THE VILLAGE CLERK'S OFFICE BY 8:30 A.M. ON WEDNESDAY PRIOR TO THE CORRESPONDING MEETING (PER COUNCIL'S ADOPTED RESOLUTION #2011-02). THIS AGENDA MEMORANDUM WAS RECEIVED IN THE VILLAGE CLERK'S OFFICE ON: ____________________________.

DATE AND TIME: ____________________________

(Revised 1/11/11)
MEMORANDUM OF UNDERSTANDING
BETWEEN
Village of Ruidoso (VOR)
AND
New Mexico Tourism Department (NMTD)

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Village of Ruidoso, hereinafter referred to as VOR and the New Mexico Tourism Department hereinafter referred to as NMTD.

A. PURPOSE:

The purpose of this MOU is to create a partnership between the VOR and the NMTD for the use of space at the Billy the Kid Byway Visitor Center. The Byway Center, owned and operated by the VOR will make space available for the NMTD for a State Visitor Information Center (VIC). The VOR will also operate the VIC and maintain the space.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

NMTD shall benefit from having space available at no cost on a busy highway in Southeast New Mexico for a Visitor Information Center. The VOR will benefit from the additional materials to be offered and the more tourists that visit the Center.

C. NMTD SHALL:

1. Furnish the space (25’X30’) with brochure and magazine racks and any other display merchandise that it deems necessary to bring more tourists to the VIC.
2. Provide brochures, magazines and any other promotional material that should be distributed to visitors.
3. Continually supply new and updated material.
4. Include the VOR employees at the Byway Center with periodic training.

D. VOR SHALL:

1. Employ and manage the VIC.
2. Provide building maintenance for the VIC.
3. Provide building and liability insurance naming the NMTD as additional insured.

E. LIABILITY:

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

F. GOVERNING LAW:

This MOU shall be governed by, and constructed in accordance with, the laws of the State of New Mexico.
G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modification within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the NMTD or the VOR from participating in similar activities with other public or private agencies, organizations, and individuals.

3. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date expiration. A 30 day termination notice must be given by either party.

4. **PRINCIPAL CONTRACTS.** The principal contacts for this instrument are:

   - **New Mexico Department of Tourism**
     - **Contact**
     - Cabinet Secretary Monique Jacobson
     - Phone: 505-827-7400
     - FAX: 505-827-6761
     - E-Mail: Monique.Jacobson@state.nm.us

   - **Village of Ruidoso**
     - **Contact**
     - Gus Ray Alborn, Mayor
     - Phone: 575-258-4343
     - FAX: 575-258-5361
     - E-Mail: rayalborn@ruidoso-nm.gov

5. **COMMENCEMENT/EXPIRATION DATE:** This instrument is effective upon execution by both parties, and will terminate on February 28, 2016 unless terminated earlier pursuant to the provisions of paragraph G (3) herein.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Village of Ruidoso

__________________________
Gus Ray Alborn, Mayor
Village of Ruidoso

Date

SEAL

ATTEST:

__________________________
Irma Devine, Village Clerk

Date

New Mexico Department of Tourism

__________________________
Monique Jacobson, Secretary
New Mexico Department of Tourism

Date

Approved as to Form:

__________________________
Mark Shoesmith, General Counsel
New Mexico Department of Tourism

Date

__________________________
Therese Trujillo, ASD Director
New Mexico Department of Tourism

Date
To: Mayor Albom and Councilors

Presenter: David Pearce
           Airport Director

Meeting Date: 14 February 2012

Re: Approval of First Lease Agreement for Doug Williams, Down Time Services, Inc.

Item Summary:
CPI adjustment per Lease Agreement

Item Discussion:
This Renewal Agreement was submitted to Council on 14 June 2012 with an error in the CPI adjustment. The Land Lease Agreement is for a period of five (5) years, commencing February 15, 2011 and shall terminate on February 15, 2016. The renewal is allowed under the original lease agreement. This Renewal Agreement is modified to reflect a CPI adjustment amount per square foot (SF). This increase shall be 1.2759125 cents from the previous amount of .08 cents per square foot or 0.102073 per SF. The new annual Land Lease amount will be adjusted from $800.00 to $1,020.73. All other terms of conditions of the Land Lease Agreement as amended shall remain unchanged.

Recommendations:
Approve as submitted
FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL TO AGREEMENT by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico owner of Sierra Blanca Regional Airport, hereinafter called "Village" and Down Time Services, Inc., hereinafter called "Lessee" dated February 15, 2001 and;

WHEREAS, the parties hereto previously entered into a Land Lease Agreement, dated February 15, 2001 at Sierra Blanca Regional Airport,

WHEREAS, the parties hereto previously entered into a Land Lease Agreement for a five (5) year period renewal and;

NOW THEREFORE, the parties hereto agree as follows:

1. The Land Lease Agreement is hereby renewed for a period of five (5) years, commencing February 15, 2011 and shall terminate on February 15, 2016.
2. Payment Provisions are modified to reflect a CPI increase amount per square foot. The increase shall be 1.2759125 cents from the previous amount of .08 cents per square foot. The new annual Land Lease amount will be $1,020.73.
3. All other terms of conditions of the Land Lease Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 14th day of February, 2012.

VILLAGE OF RUIDOSO

Gus Raymond Alborn, Mayor

Date: ___________________

LESSEE:

Down Time Services, Inc.

Date: ___________________

SEAL

ATTEST:

Irma Devine, Village Clerk
LEASE AGREEMENT
(30 YEAR OPTION)

THAT FOR AND IN CONSIDERATION of the Agreement, covenants, and provisions contained herein, the VILLAGE OF RUIDOSO, a Municipal Corporation, owner of the SIERRA BLANCA REGIONAL AIRPORT, hereinafter called "Village" and Down Time ________, hereinafter called Lessee, do hereby agree as follows:

1. PROPERTY LEASED: For and in consideration of payment by Lessee of the rentals herein specified and the compliance by Lessee with the covenants and conditions herein set forth and the rules and regulations of the Village, whether now in force or hereafter enacted, governing use of the Sierra Blanca Regional Airport, the Village does hereby lease and let unto the Lessee all of the following described area located at the Sierra Blanca Regional Airport:

   The Southeast corner of the undeveloped hangar area consisting of 10,000 square feet, the dimensions being approximately 100 feet long and 100 feet deep, all located within the Village of Ruidoso, as shown on Exhibit "A" attached hereto and made a part hereof as though set forth in full. ("Leased Premises").

2. PAYMENT PROVISIONS: For and in consideration of the covenants and agreements contained, Lessee agrees to pay Village as follows:

   a. Ground Rental and Due Date:

      Lessee shall pay to the Village as ground rental the sum of Eight Cents (.08) per square foot, per year, the first payment being due on the effective date of this Agreement and each subsequent payment due the annual anniversary of the Agreement.

   b. Penalty: A penalty equal to Ten Percent (10%) of the unpaid balance, together with interest at the rate of Nine Percent (9%) per annum, shall accrue on all late payments more than ten (10) days late.

   c. If water is provided pursuant to the terms of 8(b) below, Lessee agrees to pay for such water at the rate of $12.50 per month. The rate is subject to change by the Village at any time, and Lessee agrees to said change.

3. TERM: The primary term of this Agreement shall be for a period of ten (10) years from the effective date of this Agreement, provided however, that Lessee shall have the option to extend this Agreement for four (4) additional five (5) year periods on the same terms and conditions subject to the following:

   a. at the end of the first ten (10) year period, and each five (5) year period thereafter, the lease amount can be modified upon action by the Village Council, upward or downward, based upon and limited to percentage changes in the Consumer Price Index (CPI) as published annually by the United States Department of Labor. If Lessee desires to extend this Agreement for the option terms granted herein, it must notify the Village in writing of its intent not less than sixty (60) days prior to the termination of each term; and

   b. at the termination of this Agreement, including any extensions hereof, the hangar and all interest in the property shall revert back to the Village. At the time of reversion all utilities will be transferred to the Village and the hangar shall be free and clear of all debt, liens or other encumbrances which would affect the Village's title to said property; and

   c. Lessee shall obtain a building permit for the structure contemplated by the terms of this Lease, within twelve (12) months from the effective date of this Agreement and shall substantially complete the construction of the structure contemplated herein and for which a building permit is obtained within twenty-four (24) months from the effective date of this Agreement or this Lease shall automatically terminate.

4. EFFECTIVE DATE:

   The effective date of this lease agreement is the 15th day of February, 2001.

5. OBJECTS AND PURPOSES: Lessee covenants and agrees to use the "Leased Premises" for only the following purposes:

   The construction of an aircraft hangar, including the necessary pad and associated paving of the Leased Premises. All construction shall meet established standards for construction at Sierra Blanca Regional Airport. Color and finish shall be approved by the Airport Manager for conformance with existing structures at the Airport. It is understood and agreed that Lessee may not conduct a nonaeronautical activity on leased premises. Lessee shall
6. LAWS AND REGULATIONS: Lessee will keep and maintain the premises in a clean and healthful condition and comply with all current and/or future laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions or occupancy of the leased premises.

7. AIRPORT DEVELOPMENT: The Village reserves the right to develop, operate, or improve the airport as it sees fit, regardless of the desires or views of the Lessee, without interference or hindrance on the part of the Lessee.

8. UTILITIES:
(a) Subject to the provisions of subparagraph (b) below, lessee shall be solely responsible for providing all necessary utilities (if any needed). Lessee shall pay for all utility service charges applicable to the leased premises.
(b) Lessee shall have the option, by checking the appropriate box in 2(c), of accepting water service at the rate indicated. Water shall be used for non-commercial purposes only, and is subject to the Village of Ruidoso Water Contingency Plan. Non-compliance with these terms or excessive usage, defined as usage in excess of the minimum amount established in the Village of Ruidoso water ordinance, may result in withdrawal of this option. The Village reserves the right to amend or terminate this service at any time and lessee reserves the right to terminate service at any time, provided that service shall not be pro-rated for any portion of a month.

9. MAINTENANCE AND REPORTING OF DEFECTS: Lessee agrees to maintain the leased premises in a clean, neat, safe and orderly manner at all times, free of waste, rubbish, and debris, and to maintain all structures and improvements on the leased premises in a good state of repair. Lease is hereby subject to inspection by the Village Inspector or Fire Marshall at all times.

10. OBSTRUCTIONS: The Village reserves the right to take any action it may deem necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or any other structure on the leased premises which, in the opinion of the Village, would limit the usefulness of the airport or constitute a hazard to the safe operation of the airport facilities. The Lessee and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the property.

11. REVENUE SHARING: Lessee may offer the Village any unoccupied hangar for nightly rental only. The revenue split from overnight rental shall be divided equally between the Village and the Lessee. Ingress and egress fees to the hangar will be the responsibility of the overnight renter. Billing for any Revenue Sharing will be handled by the airport. Disbursement of Revenue Sharing to Lessee will be by the 20th of each month. Lessee shall hold harmless the airport in the collection of delinquent accounts. Cost of collection will be on the same percentage as set forth under the revenue sharing split. The airport shall use due diligence care in the collection of delinquent accounts.

12. ADVERTISING SIGNS: Lessee may install on or about the leased premises identifying its business. The number, general type, size and locations must be approved in writing by the Airport Manager prior to installation and comply with the Village of Ruidoso sign ordinance.

13. INDEMNITY CLAUSE AND INSURANCE:
A. Indemnity. Each party agrees to indemnify and save harmless the other, its elected or appointed officials, agents, boards, commissions, employees and representatives, ("Indemnity") from all suits, including attorney's fees and costs of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of or in connection with any act or omission of the other party, its agents and employees, and of any subcontractor, its agents and employees, in any way arising out of or resulting from any activity of the other party on the Airport which results directly or indirectly in the injury to or death of any person or persons or the damage of any
property of any person or persons, or on account of any act, claim or amount arising or recovered under workman's compensation law, or arising out of the failure of the other party or those acting under the other party to conform to any statutes, ordinance, regulation, law or court decree to the extent that the suit, loss, damage, expense or claim arises out of the negligence or other conduct of the indemnifying party for which the indemnifying party may be held legally liable. It is the intent of the Lessee and the Lessor that the Indemnitee shall, in all instances except as provided below be indemnified by the other party against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any persons arising out of or in any way connected with the other party's activity on the Airport. Each party shall give to the other party prompt notice of any claim made or suit instituted which in any directly or indirectly affects or might affect the other party, and the party affected by same shall have the right to compromise and defend same to the extent of its duty, to participate in the defense of any claim or litigation with attorneys of the other party's selection without relieving the parties obligation to indemnify. This obligation shall survive any termination of this Agreement. In addition, Lessee shall hold Lessor harmless against all mechanic's and materialman's liens and/or liens of a like nature, and against all reasonable attorney fees and other costs arising by reason of such liens or claims. Nothing in this paragraph shall impose any liability on Lessor beyond matters for which it would liable pursuant to the New Mexico Tort Claims Act or succeeding law.

B. Fire and Extended Coverage. Lessee shall insure all improvements on the premises, whether constructed by Lessee or Lessor, against all loss or damage by fire, the elements, or other casualty in an amount not less than the full replacement value of the improvements, tools, tooling parts, excavation costs and other includable items. All insurance policies shall name the Lessor as an additional insured and a certificate showing the same shall be deposited with the Lessor. If the subject improvements are damaged or destroyed by fire, the element or other casualty, Lessee shall have the option of (a) repairing and replacing the improvements and clearing the premises of all ruins, rubbish, wreckage and debris or (b) electing not to rebuild and replace the improvements and clear the premises of ruins, rubbish and wreckage. In the event, Lessee elects not to rebuild the improvements, the insurance proceeds shall be disbursed as follows:

Any lienholder's shall be paid first. Disbursements of the balance of insurance shall first be used to clean premises of all ruins, rubbish, wreckage, and debris. The balance shall be disbursed to Lessee and Lessor as follows:

The whole of the net proceeds shall be divided into thirty (30) parts: each year the Lease is in effect the Lessee will have its part reduced by one (1) and said part shall be transferred to Lessor.

If premises is not rebuilt, Lease shall terminate and all remaining improvements shall belong to the Village, together with its share of the net proceeds as referenced above.

C. Failure to Provide Insurance. If Lessee fails to satisfy or maintain the insurance requirements set forth in this Agreement, Lessor, upon written notice to Lessee, shall have the right to immediately cancel this Agreement or to secure the required insurance at the cost and expense of the Lessee.

D. Liability Insurance. Lessee agrees to procure and maintain a policy of general liability insurance protecting Lessee's operations, activities and personnel, and providing coverage of the indemnity required in this Agreement. Limits of liability shall be a combined single limit of not less than $300,000.00. A certificate of insurance evidencing this insurance shall be provided to the Lessor annually.

(14) QUIET ENJOYMENT: Lessor covenants that so long as Lessee timely pays the rent under this lease, and performs the required obligations and conditions, Lessee shall peaceable have and enjoy the leased premises and the privileges under this lease for commercial use of Airport land.

(15) SURRENDER OF POSSESSION: Upon expiration or other termination of the lease, renewal or extension thereof. Lessee's right to occupy the premises and exercise the privileges and rights under this lease shall cease, and it shall surrender the same and lease the premises in good condition except for normal wear and tear. Unless otherwise provided, Lessee's building, all trade fixture, equipment, installed or placed by Lessee on the premises shall be the property of the Lessor upon termination of the Lease. Lessee shall have the right at any time during the terms of this Agreement, and for an additional period of thirty (30) days after its expiration, to remove personal property from the Airport if Lessee is not in default in its payment to Lessor. Lessee shall repair any damage caused by such removal. Any property not removed
by Lessee within the thirty (30) day period shall become a part of the premises and ownership shall vest in Lessor.

(16) INSPECTION BY LESSOR: Lessor may enter upon the leased premises at reasonable times for any purposes necessary, incidental to, or connected with the exercise of its governmental functions, or for fire protection or security reasons.

(17) NOTICE: Notices to Lessor are sufficient if hand-delivered or sent by certified mail, postage prepaid, addressed to:

Village of Ruidoso
Attention: Airport Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

And notices to Lessee are sufficient if sent by the same means to:

Down Time Services, Inc.
P.O. Box 276
Agua Dulce, Texas 78330

or to such other respective addresses as the parties may later designate to each other in writing.

(18) SALES AND PROPERTY TAXES: Lessee shall pay any gross receipts tax, personal property tax, transaction privilege tax or other excise assessed or assessable as the result of its occupancy of the premises or conduct of business at the Airport under authority of this lease. If laws or judicial decisions result in the imposition of a real property tax on the interest of Lessor, this tax shall also be paid by Lessee for the period this lease is in effect.

(19) APPROVALS, CONSENTS AND NOTICES: All approvals, consents and notices called for in this lease must be in writing.

(20) ATTORNEY'S FEES: If litigation between Lessor and Lessee is necessary to enforce the rights or obligations provided by this lease, the nonprevailing party shall pay for the prevailing party's reasonable attorney's fees and costs of litigation as may be determined by the Court.

(21) RULES AND REGULATIONS: Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of New Mexico, the County of Lincoln and the Village of Ruidoso and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance, or administration of the Airport now in effect or adopted later. Lessee will display to Lessor any permits, license or other evidence of compliance with such laws upon request.

(22) MECHANIC'S LIEN: Lessee agrees to keep the leased premises and any other improvements free of any mechanic's or materialman's liens or other liens of any kind of nature for any work done, labor performed, or material furnished to Lessee or at its request, and Lessee further agrees to indemnify and save harmless Lessor from and against any and all claims, liens, demands, costs and expense of whatsoever nature for any such work done, labor performed or materials furnished.

(23) RESERVATION TO LESSOR: The leased premises are accepted by Lessee subject to any and all existing easements or other encumbrances of record, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines; and telephone, telegraph and power lines, and other necessary or convenient appliances and appurtenances, over, in upon, through, across and along the leased premises or any part of them, as will not interfere with Lessee's operations, and to enter thereupon for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way,
of the Lessor provided for in this paragraph shall be exercised as to interfere unreasonably with Lessor's operation hereunder, or impair the security of any secured creditor of Lessee. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface shall be restored to its original condition upon the completion of any construction.

(24) SUCCESSORS AND ASSIGNS: This Lease shall be binding on the parties, their successors and assigns.

(25) F.A.A. REQUIRED PROVISIONS:

A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration of this Lease, covenants and agrees as a covenant running with the land, that if facilities are constructed, maintained, or otherwise operated on the leased property, for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as these Regulations may be amended.

B. The Lessee, for itself, its successors in interest and assigns, as part of the consideration of this Lease, covenants and agrees, as a covenant running with the land, that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises.

2. In the construction of any improvements on, over or under such land the furnishing of services, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964, and as these Regulations may be amended.

C. If Lessee breached any of the above nondiscrimination covenants, Lessor may terminate the Lease, and reenter and repossess the leased land and the facilities on it, and hold the same as if the Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service. Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D above shall constitute a material breach of this Lease and if Lessee does not comply, Lessor shall have the right to terminate this Lease Agreement and any interest it creates in Lessee without liability at the election of the Lessor or the United States. Either or both of these shall have the right to judicially enforce the provisions of this Article.

F. Lessee agrees that it shall insert the above five provisions in any Lease Agreement by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the lease premises.

G. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no personal shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessor assures that it will require that its covered suborganizations provide assurances to the Lessee, that they similarly will undertake affirmative action programs, as required by 14 CFR 152, Subpart E, to the same effect.

H. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

I. Lessor reserves the right, but shall not obligated to the Lessee to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

J. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between
the Lessor and the United States, relative to the development, operation or maintenance of any airfield.

K. Lessor, for itself, its successors and assigns, for the use and benefit of the public, reserves a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in this airspace any notice inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Sierra Blanca Regional Airport.

L. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

M. The Lessee, by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises that exceeds the mean sea level elevations contained in Federal Aviation Regulation Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of any control tower. If Lessee breaches any of these covenants, Lessor reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree at the expense of the Lessee.

N. The Lessee by accepting this Lease agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Sierra Blanca Regional Airport or otherwise constitute a hazard. If Lessee breaches any of these covenants, Lessor reserves the right to enter upon the leased premises and cause the abatement of this interference at the expense of the Lessee.

O. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C., 1349a).

(26) DEFAULT: In the event of Lessee's failure to make any payments to the Village when the same shall become due, the Village may, at its option, terminate this Agreement after giving Lessee sixty (60) days notice in writing. In the event Lessee shall fail to cure such default and to pay all attorneys fees and costs incurred by the Village to enforce the provisions of this Agreement, then this Agreement shall automatically terminate. In the event Lessee shall, at any time, fail to perform any other terms, covenants, or conditions herein set forth, the Village shall have the right to terminate under the above described notice provision.

(27) ASSIGNMENT AND SUBLetting: Lessee shall have the right to sell, transfer and assign this Lease subject to the following conditions:

a) Any sale, conveyance or assignment shall require the approval of the Village, which approval shall not be unreasonably withheld.

b) Provided however, should this Lease be assigned, then Lessee herein shall remain responsible under the original terms of this Lease, should its assignee default.

EXECUTED THIS 15th day of February 2001.

LESSOR: VILLAGE OF RUIDOSO

By: Mayor

(SEAL)

ATTEST:

Tammie J. Maddox, Village Clerk

LESSEE: Down Time Services, Inc
Doug Williams, President

Typed Name, Title
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Debbie Jo Almager
Director of Parks, Recreation & Economic Activities

Meeting Date: February 14, 2012

Re: Approval of Amendment to Professional Services Agreement with Loris & Associates for Time Extension to February 21, 2013.

Item Summary:
Design of the River Walk Trail project, funded in part by a Scenic Byways grant, is progressing. The Village obligation is to act as the fiscal agent and provide in-kind match. Laura Doth is the project manager.

Item Discussion:
Approval of the environmental assessment for this project took substantially longer than originally anticipated. Because of that, design work could not be completed when originally planned. This request is to extend the contract for one (1) year to allow Loris & Associates to complete their design work.

Recommendations:
Approval of Amendment to Professional Services Agreement with Loris & Associates for Time Extension to February 21, 2013.
Amendment Agreement For
Professional Services for Development of Plans
For a River Walk Trail for the Village of Ruidoso

THIS AMENDMENT TO AGREEMENT by and between the Village of Ruidoso, a Municipal Corporation of the State of New Mexico, hereinafter called “Village” and Loris & Associates, hereinafter called “Contractor” dated February 22, 2011 and;

WHEREAS, the parties hereto previously entered into a contract for professional services for Development of Plans for a River Walk Trail for the Village of Ruidoso for a one year (1) period and;

NOW THEREFORE, the parties hereto agree as follows:

1. The contract agreement is hereby amended for a period of one year (1) commencing February 22, 2012 and shall terminate on February 21, 2013.

2. All other terms and conditions of the contract as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 14th day of February, 2012.

VILLAGE OF RUIDOSO:  

___________________________  
Gus Raymond Alborn, Mayor  

Date: ________________________  

CONTRACTOR:

___________________________  
Loris & Assoc.  

Date: ________________________  

ATTEST:

___________________________  
Irma Devine  
Village of Ruidoso Clerk
AGREEMENT FOR
Professional Services for Development of Plans for a
River Walk Trail for the Village of Ruidoso

This agreement is made and entered into the 22nd day of February 2011 by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called VILLAGE, and Loris & Associates, (Contractor)

WITNESSETH:

WHEREAS, the VILLAGE is desirous of contracting for professional services for Development of Plans for a River Walk Trail for the Village of Ruidoso and;

WHEREAS, the VILLAGE desires to engage the Contractor to render services as described in this Agreement, and the Contractor is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the conditions, premises and the covenant hereinafter contained the parties hereby agree as follows:

I. RECITALS

THE PARTIES enter this Agreement on the basis of the following recitals:

A. As a result of a formal procurement solicitation (RFP #08-006) the Village desires to obtain the services for Development of Plans for a River Walk Trail for the Village of Ruidoso.

B. Contractor has represented and warranted to the Village that the Contractor possesses the necessary skill to provide such services and is willing to do so pursuant to the terms of this Agreement.

II. AGREEMENT

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

1. DEFINITIONS

A. "Project Manager" means the individual assigned by the Procuring Agency to manage the project and administer this Agreement.

B. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. SCOPE OF WORK

CONTRACTOR is ready, able and willing to render the desired services for Development of Plans for a River Walk Trail for the Village of Ruidoso pursuant to the authority conferred upon it by New
Mexico statutes, to act under the title of CONTRACTOR and to render to the Village and its duly authorized officers and elected officials services to include, but not limited to:

A. The Contractor agrees to perform the professional services described in the Contractor's proposal, which is hereby incorporated by reference and made a part hereof, and the scope of work attached hereto as Exhibit "A". Services shall be performed in substantial compliance with the instructions provided by the Village. Upon execution of this Agreement, the Contractor shall commence work and services and shall conform to the specific designated completion dates as set forth in Exhibit "A", up to and including the required date set forth herein on page 2, unless the said dates are hereafter changed, modified or amended by written mutual agreement of the parties. The Village shall have the right to modify the scope of work as agreed upon by the Contractor. Any modifications to the scope of work shall be done by amendment to this Agreement.

B. In addition to the duties specified in paragraph 1A and in Exhibit "A", Contractor agrees to provide the following:

The project shall involve the preparation of construction permit-quality plans for the Village of Ruidoso Riverwalk Trail for Phases 1 thru 5. The intent of the project is the completion of a unique walk-able trail that will commence at Two-Rivers Park and travel for approximately 2 miles into the heart of the Village along the Rio Ruidoso. These plans shall include survey, engineering, and landscaping details that conform to the concept plan as revised and adopted by the Village Council. In addition, the project shall also include construction assistance and permitting as needed.

C. **Scope of Services:**

1. Meet with the Riverwalk Trail Task Force, Village staff, representatives of the Village Council, and representatives of interested civic groups to determine site-specific issues with the proposed Trail.

2. Preparation and submittal of construction plans that will contain the following elements:

   a. Complete survey work of the entire Riverwalk Trail.

   b. Complete construction plans that will include plan sets for the design of the path, stairs and pedestrian bridges, drainage components (as needed), walking trail furniture, trail lighting where appropriate, and environmental enhancements to the Rio Ruidoso for river health.

   c. Complete landscape plans that reflect the differing segments of the path with respect to "look and feel" of that segment.

   d. Ensure that all plan sets comply with all applicable New Mexico Department of Transportation, Americans with Disabilities Act (ADA), and all other applicable permitting agencies regulations.

   e. Preparation of bid documents for construction of improvements for each phase of the project.

3. Completion of the draft plan set within six (6) months of the signing of the contract.
4. Hold one (1) public presentation for affected property owners and presentation of the draft plan set to the Village Council for final approval within one (1) month of completion of the draft construction plans.

5. Construction assistance pursuant to task orders issued for such services for any environmental permitting and construction over site on a task order basis.

D. Work Environment

The Village and the "Contractor" will identify all work environments prior to executing a purchase document to "the Contractor". "The Contractor" agrees to provide the Village with a complete cost detail and an Advance Planning document (APD) that identifies to the Village all the requirements and timelines for the completion of the work.

E. Basic Services

1. All payments under this Agreement are subject to the following provisions.

   a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Village shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the Village and the "Contractor", within fifteen (15) days from the date the Village receives written notice from the "Contractor" that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Project Manager that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

   2. Compensation for Basic Services for this Project as described in Article II for complete payment for said services and all expenditures which may be made and expenses incurred, shall be paid, except as otherwise expressly provided in the Agreement. The Basic Fee shall be a lump sum payment and/or and hourly/direct cost payment to be negotiated by the OWNER and the Contractor as applicable for this project.

   3. Compensation - The total compensation under this Agreement will not exceed $64,290.00 excluding gross receipts taxes (GRT will not apply).

   4. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance of a detailed, certified Statement of Account. Payment will be made to the Contractor's designated mailing address.

   5. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
6. Invoices - Invoices shall be submitted to the Project Manager.

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO COUNCIL. The term of this Agreement shall be for one (1) year, beginning February 22, 2011 and ending February 21, 2012.

4. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR’S DEFAULT/BREACH OF CONTRACT.

5. RENEWAL

The term of this Agreement is for one year.

6. INDEPENDENT CONTRACTOR

The Contractor and his agents and employees, are independent contractors performing professional services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. ASSIGNMENT

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

8. SUBCONTRACTING

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Village. If the Village approves subcontracting any part of this Agreement by approval of the governing body any subcontractor shall be subject to the same terms and conditions as the Contractor regarding all terms of this Agreement.

9. RECORDS OF AUDIT, INSPECTION, REPORTS AND ACCOUNTS

The Contractor agrees to maintain all books, documents, papers, accounting records, tear sheets and other evidence pertaining to costs incurred and to make such materials available for inspection at their offices at all reasonable times during the contract period and for three (3) years after the final payment under the Agreement by the Village.
10. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

11. SCOPE OF AGREEMENT

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

12. APPROPRIATIONS

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

13. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties and give all notices necessary and incidental in the due and lawful prosecution of the work.

14. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the Village, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Village of Ruidoso to any obligations not assumed herein by the Village of Ruidoso, unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

15. CONFLICT OF INTEREST

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

16. PRODUCT OF SERVICES; COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Village and shall be delivered to the Village no later than the termination date of this Agreement. Nothing produced in whole or in part by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
17. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all Federal and State laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

19. SEVERABILITY

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

20. ENFORCEMENT OF AGREEMENT

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

21. NOTICE

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

22. KICKBACK STATEMENT

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

22. INDEMNIFICATION

The Contractor agrees to hold harmless, indemnify and defend the Village and its "public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 through 41-4-29 NMSA 1978. against
and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to the Contractor's activities in connection herewith, including, but not limited to, any negligent or intentional acts or omissions of the Contractor's officers, employees, servants, agents, representatives, customers, invitees, patrons, Contractors, subcontractors, successors, assigns or suppliers, as well as all of the persons doing business with or receiving services from the Contractor. The Contractor will be responsible for any and all attorney fees incurred by the Village in response to or defense of such claims. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or renewal period or any other termination of this Agreement.

23. INSURANCE

The Contractor agrees to carry comprehensive general liability insurance, including contractual liability coverage for its "hold Harmless" obligation contained herein in a minimum amount of $1,350,000.00, or as may be changed from time to time by statute. A certificate of insurance (Appendix "B") showing the required coverage shall be provided prior to the Village's authorization to proceed and upon demand the Contractor shall furnish a copy of the policies to the Village. Contractor shall also carry Worker's Compensation and Employee's Liability Insurance meeting the applicable requirements of the State of New Mexico.

24. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

25. CONFIDENTIALITY

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

26. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Procuring Agency response to questions; (2) the CONTRACTOR's Best and Final Offer, and (3) the CONTRACTOR's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.
27. NON-COLLUSION

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

28. NON-DISCRIMINATION

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

29. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective Contractor with their response to the request for proposals. The prospective Contractor must disclose whether they, a family member or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal.

30. MERGER

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

31. DEBARMENT AND SUSPENSION

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
The CONTRACTOR’s certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency’s Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR’s certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

32. LOBBYING

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

33. SURVIVAL

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

34. SUCCESSION

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

35. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
36. CONSEQUENTIAL DAMAGES

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damage arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

37. CORPORATE PROTECTION

It is intended by the parties to this Agreement that the Consultant’s services in connection with the Project shall not subject the Consultant’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against the Consultant, a Colorado corporation, and not against any of the Consultant’s individual employees, officers or directors. The Provisions of this Section is also applicable for the Village of Ruidoso.

38. DISPUTE RESOLUTION

In all effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the Agreement or related to the services under this Agreement, in accordance with the above Paragraph, then such disputes may, with the consent of both parties, which consent may be withheld for any reason, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement.

1. Notice of the demand for arbitration must be in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

39. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Client acknowledges the Consultant’s construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modifications to the construction documents without the prior written authorization of the consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising from or allegedly arising from or
in any way connected with the unauthorized reuse or modification of the construction documents by
the Client or any person or entity that acquires or obtains the construction documents from or through
the Client without the written authorization of the Consultant.

40. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in
favor of a third party against either the OWNER or the Consultant. The Consultant’s services under
this Agreement are being performed solely for the OWNER’s benefit, and no other party or entity shall
have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

41. STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner
consistent with that degree of care and skill ordinarily exercised by members of the same profession
currently practicing under similar circumstances. Upon notice to the Consultant and by mutual
agreement between parties, the consultant without additional compensation, correct those services
not meeting such a standard.

42. NOTICES

All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage
Prepaid to:

CONTRACTOR:
Peter Loris
Loris and Associates, Inc.
2585 Trailridge Dr. E
Lafayette, CO 80026

VILLAGE:
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 22nd day of February, 2011.

VILLAGE OF RUIDOSO, NEW MEXICO

Village of Ruidoso

Gus Raymond Alborn, Mayor

Date: 2/22/11

CONTRACTOR

Peter Lis, Loris and Associates, Inc.

Date: 3/2/11

Village of Ruidoso Clerk

Irma Devine

Date: 2/22/11
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Shawn Fort, Building Official/Land Development Coordinator

Meeting Date: February 14, 2012


Item Summary:

After the workshop with the Village Council on January 12th this was the recommendation to staff as to how to proceed with the ETZ Authority/ETZ Ordinance.

Item Discussion:

There are issues with the requirements contained in the current ordinance. They are in conflict with provisions contained in Village ordinances. The level of current or future activity in the zone does not appear to warrant the effort necessary to continue with the zone. Activity in this area will still be regulated by current ordinances and state law.

Recommendations:

VILLAGE OF RUIDOSO

ORDINANCE 2012-02

AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO RESCINDING THE RUIDOSO-LINCOLN COUNTY EXTRATERRITORIAL ZONING AUTHORITY ORDINANCE 2004-01

WHEREAS, the original Ruidoso-Lincoln County Extraterritorial Zoning Authority Ordinance No. 1983-03 was passed on May 24, 1983; and

WHEREAS, the original Ruidoso-Lincoln County Extraterritorial Zoning Authority Ordinance No. 1983-03 was amended and re-adopted with Ordinance Numbers 1999-01, 1999-02, 2001-01 and 2004-01; and

WHEREAS, the original Ruidoso-Lincoln County Extraterritorial Zoning Authority Ordinance No. 2004-01 is currently in effect, and all Ruidoso-Lincoln Extraterritorial Zoning Authority Ordinances prior to Ordinance No. 2004-01 have been previously rescinded; and

WHEREAS, it is the desire of The Governing Body of the Village of Ruidoso to terminate involvement in the Ruidoso-Lincoln County Extraterritorial Zoning Authority.

WHEREAS, NOW, THEREFORE, BE IT ENACTED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO:

The Ruidoso-Lincoln County Extraterritorial Zoning authority Ordinance No. 2004-01 is hereby rescinded.

This Ordinance shall take effect sixty days after approval of The Governing Body of the Village of Ruidoso.

Passed, Approved and Adopted this _______ Day of ______________, 2012.

______________________________
Gus Raymond Albom, Mayor

SEAL

ATTEST:

______________________________
Irma Devine, Village Clerk
Zoning of a Municipality

**PURPOSE and INTENT**
- To encourage the most appropriate use of land and to promote the health, safety and general welfare of the community.
- Lessen congestion in the streets and public ways.
- Secure safety from fire, flood waters, panic and other dangers.
- Reduce the effect of natural hazards.
- Secure safe and quiet and air for all properties.
- Prevent the overcrowding of land and undue concentrations of population.
- Facilitate adequate provisions for transportation, water, sewer, schools, parks, and other public requirements.
- Control and abate the unlawful or unwholesome use of buildings or land.

New Mexico State Statutes 1978, Section 3-25-9 and 3-21-4.

May also Provide For:
- Division of territory within the jurisdiction into districts of such number, shape, area and form as necessary to carry out the purpose of the Ordinance.
- Penalties for violation and procedures for enforcement.
- Regulate and restrict the:
  - Height, number of stories, and size of building and other structures.
  - Percentage of lot that may be occupied.
  - Size of yards, courts and open space.
  - Density of population.
  - Location and use of buildings, structures and land for trade, industry, residence or other purposes.

ETZ Zoning Districts
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential
- R-PUD Residential Planned Unit Development
- R-MS Residential Mobile Home Subdivision
- R-MH Residential Mobile Home Park
- R-S Rural - Suburban
- O-1 Offices, Professional
- C-1 Commercial General
- C-P Commercial Planned
- I-1 Industrial
- F-1 Flood Plain
- Flight Zone
Municipality is a planning authority

- And may by ordinance,
  - Establish a Planning Commission
  - Delegate to the Planning Commission
    1. The power, authority, Jurisdiction and duty to enforce and carry out the provisions of law relating to planning, platting and zoning and
    2. Other power, authority, Jurisdiction and duty incidental and necessary to carry out the purpose of Sec 3-19-1 through 3-19-12 NMSA 1978

1. Other power, authority, Jurisdiction and duty incidental and necessary to carry out the purpose
2. Adopt, amend, extend and carry out a general municipal or master plan

Extraterritorial Zoning

- Sec 3-21-4... A zoning ordinance adopted by a joint municipal-county zoning authority shall be an ordinance of the municipality and an ordinance of the county joining in the agreement pursuant to Subsection A of Section 3-21-3 NMSA 1978 and
  - ...may be enforced by appropriate procedures of either the municipality or the County.
  - The agreement may specify whether the municipality or the county shall assume primary enforcement responsibility.
Extraterritorial Zoning

- The ETZ Commission shall administer the zoning ordinance adopted per Sec 3-21-7.
- Appeals from the decisions of the ETZ Commission shall be taken to the joint municipal-county zoning Authority.
- Appeals from that decision shall be taken to District Court.
**Purposes**

- Encourage the most appropriate use of land to promote the health, safety and general welfare of the community
- Lessen congestion in the streets, public ways
- Secure safety from fire, flood, water dangers
- Prevent the overcrowding of land and undue concentrations of populations
- Facilitate adequate provisions for transportation, water, parks...
- Division of territory into districts such as number, shape, area
- Conformance to Comprehensive Plan

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**Jurisdiction**

- Pursuant to 3-21.2 N.M.S.A. (1978) this Ordinance is applicable to all territory within ONE (1) MILE of the Ruidoso Village Limits as shown on the ETZ Map.
- Any alteration of the boundary of the Ruidoso Village Limits, whether by annexation or otherwise shall automatically extend the extraterritorial jurisdiction to one (1) mile from the altered boundary

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**ETZ Commission**

- [Text not legible due to image quality]
Enforcement

- The person to enforce this Ordinance is designated by the Ruidoso-Lincoln County Zoning Authority... (Village Planning Director)
- Official Zoning District Map
- Issuance of Registration or License
- Zoning Permit - Certificate of zoning compliance required prior to occupancy
- Site Plan Approval
- Conditional Uses -
- Variances

ETZ Authority

- The Authority is made up of 2 County Commissioners and 1 Village Council Member.
- A new ETZ Authority would have to be appointed if we continue with ETZ
Development Standards

- Area and parking requirements
- Off Street Parking and Loading Requirements
- Road Setback Requirement – All Zones
- Minimum Lot Sizes an Restrictions in Areas of Sever Depletion of the Water Basin, DBS Overlay Zone
- Telecommunications Facilities
Issues with ETZ Ordinance

- They are conflicts with current ordinance due to jurisdictional issues
- Need to rewrite ordinance, update maps and new members appointed to serve
- Issuance of Business Registrations - is it legal
- Zoning Districts are Different
- Setbacks are different
- The level of activity in the ETZ zone does not appear to warrant a ROI

Issues with ETZ Ordinance

- Most of the area is already developed OR is owned by State or Federal Land
- Lincoln County has indicated that they do not enforce the ETZ ordinance
- The Commission & Authority have been inactive for several years all would have to be re-appointed & multiple public hearings would have to take place to re-write the ord. & apply zoning to the un-zoned areas.

Options for Managing Growth and Development

- The Village can manage the planning and platting of this area which is governed by State Statutes Sec 3-19-5 and 4-57-3
- Municipalities with less than 25,000 shall have Platting and Planning Jurisdiction within 3 miles of the municipal boundary (that is not within another municipality)
Other Options to manage Development
- Annexation - 3-7-1 thru 3-7-10
- Petition Method
- Commission Boundary Method
- Arbitration Method

Other Options
- Public Improvement Districts 5-11 to 5-11-17
- Local Economic Development 5-10-1 to 5-10-13
- Infrastructure Development Zone 5-17-1 thru 5-17-36
- Enterprise Zones 5-9-1 to 5-9-15
- Tax Increment for Development 5-15A thru 5-15A-3
Recommendation

- Take a comprehensive approach on determining how the Village wants to grow
- Involve the public – Community Charrette
- Identify a method to accomplish

- Annex areas where the Village currently provides services

- Reduce or eliminate ETZ area that does not provide a benefit to the residents

DISCUSSION

Determine Next Steps
HISTORY OF THE VETERANS OF FOREIGN WARS’
VOICE OF DEMOCRACY PROGRAM

The Veterans of Foreign Wars’ (VFW) Voice of Democracy Program is a National Audio-Essay Competition designed to give 9th, 10th, 11th and 12th grade high school students the opportunity to voice their opinion on their responsibility to our country in a three to five minute audio-recorded essay. The program focuses on an annual patriotic theme; the 2011-2012 theme is: “Is There Pride in Serving in our Military?”

The Voice of Democracy Program began in 1946 and was originally sponsored by the National Association of Broadcasters. Initially, there were four winners selected, representing the North, South, East and West regions of our country. Each winner received a $500 savings bond and a wristwatch. The second year of the program, a student by the name of Charles Kuralt, the late television news broadcaster and author, was one of the winners.

The Veterans of Foreign Wars of the United States became involved in assisting the National Association of Broadcasters in the late 1950’s. The VFW took over primary sponsorship in 1961 when the National Association of Broadcasters wanted to end the program, as they could no longer sponsor the program nationally. The Veterans of Foreign Wars took the initiative and became the sole program sponsor. Then in 1964, the Ladies Auxiliary joined the VFW in sponsorship of the program. As a result of the cooperation our organization has received from many high school teachers across the nation, the participation from our many high school students has remained strong.

Because of the active program promotion and participation, the National college scholarship funds have steadily increased from four National winners in 1962, with total scholarships of $3,750, to our current total of $152,000. The first place national award is $30,000. A total of $2.3 Million in scholarships and awards are given out and around 50,000 students participate each year (nationwide.)

The first place winner from each of our fifty states, the Departments of DC, Pacific Areas, Latin America/Caribbean and Europe (54 total) receives an all-expense-paid, four day trip to Washington, D.C. The 2011-2012 trip will be held March 3-7, 2012. Just prior to the students’ arrival, the national finals judging occurs and those winners are announced at a ceremony on March 4 (in DC.) They also win a trip to the Freedoms Foundation at Valley Forge, June 21-24, 2012.

The Voice of Democracy Program Competition is just finishing its 65th year. This Youth Program has truly become the premier program of the Veterans of Foreign Wars and its Ladies Auxiliary.

To receive additional information on Voice of Democracy, please visit our website: http://www.vfw.org/Community/Programs/
Administration Departmental Memorandum

TO: Honorable Mayor and Village Council

FROM: Debi Lee, Village Manager

DATE: February 14, 2012

RE: Manager's Report

ADMINISTRATION:

1. Legislative Session – Mayor Alborn and Staff attended the New Mexico Municipal League Legislative Days in Santa Fe on February 2nd and 3rd. The Executive Director for the Municipal League, Bill Fulginiti, gave an overview of the bills that have been introduced, impact to municipalities and their progress through committees. Attached is a copy of the Legislative handout reflecting these bills and their status. Mayor Alborn has been participating in committee testimony on the Bill related to banning Fireworks in severe drought conditions. Also, Staff was informed that HB 75 Distributing revenue attributable to the Cigarette Tax Act to County and Municipal recreation has been introduced by Representative Zack Cook and has passed the first committee. It is now scheduled to be heard at the Tax and Revenue Committee. Bills involving municipal revenues and local taxing authority are also being tracked given the impact they will have on our community.

2. Ruidoso Day in Santa Fe - Mayor Alborn and Staff will be attending Ruidoso Day in Santa Fe on February 8, 2012 as sponsored by the Ruidoso Chamber of Commerce.

3. Parametrix, Inc. – In December, the Council approved the First Amendment renewal agreement with Parametrix, Inc. for professional services to continue the monitoring of the Rio Ruidoso stream conditions after the completion of the Regional Waste Water Treatment Plant. This renewal agreement provided for a cost not to exceed $200,000. First Amendment to the Professional Services Agreement -- Rio Ruidoso Monitoring Program. Exhibit B reflects a $34,205 budget for Parametrix to monitor the river during the first quarter of 2012. A copy of Exhibit B is attached. The JUB has approved this agreement and will be provided Exhibit B in its February 15 meeting.

4. Change Happens – Staff reported in the last Manager's Report that the Department Directors have kicked off the new year by adopting the theme “Change Happens- Be a positive Contributor in 2012” and have established goals
and activities that will improve our delivery of services. Our various committees have engaged and new initiatives and recommendations are coming forward.

- **Improve the Council Agenda Preparation** - This committee has completed their recommendation for improving our process which will require Directors to have their information submitted earlier and will change Pre-Agenda to Tuesday, (one week before the Council meeting) to allow more time for final preparation. This will require the Council to approve this change in their Resolution that establishes policy for their agendas and meeting procedures. We have also established an Agenda Table to better track the items being planned and scheduled for Council consideration. This table will be managed and sent out weekly by the Clerk’s Office. The Agenda Memo will identify the financial impact and signature by the Finance Director for any agenda items that involve money. We will be requiring specific documentation needed to support Agenda items which will be reviewed by the Manager and Deputy prior to the Pre-Agenda meeting.

- **Recruitment of Employees**; This committee has met and will be making recommendations to the new Personnel Policy regarding review of applications as well as the process of selecting applicants for interview. They are also establishing an interview question bank to be used in the selection process.

- **Public Relations**: The Voice of the Village was launched again and was e-mailed out on January 31. This committee is seeking any information and/or pictures that would inform the public on Village events, projects and issues. Submit your information to Sean Parker or Laura Eisenberg. This committee is discussing a Town Hall meeting where citizens could meet Department Directors and discuss issues or concerns. This committee is also discussing a Town Hall where the public will be invited to meet the Department Directors and discuss Village issues, projects or concerns.

- **Positive Attitude – PP (Positive People) Program** is recommending DBMP/BMS program. (Don’t bring me problems, Bring me Solutions) They are discussing placing a suggestion box where employees can make suggestions or identify issues but will be asked to also provide solutions. This committee is also promoting a positive work environment where employees are recognized for their contributions and accomplishments.

- **Communications**. This committee has met and is making recommendations to improve communications amongst departments. They are recommending semi-annual meetings with the employees to discuss such subjects as budget, safety etc. The Manager and Deputy Manager have begun meeting with departments at their department location to invite employee comments and suggestions.

5. **Utilities Committee** - Staff has previously requested that the Mayor and Council create a Utility Infrastructure Committee that would improve and better facilitate communication on Utility and Infrastructure projects and issues. This committee would meet monthly or as needed and would discuss issues, projects planned, scope of work for RFPs and/or Bids and projects under construction. We would
recommend that this Committee have a minimum of two Councilors, the Manager and/or Deputy, the Utility Director and a member from the public. Staff has been asked to provide all communications on Utility and Water Projects and this committee would be a mechanism to provide that information and keep the full Council informed.

6. **Up with People** – Up with People are scheduled to be in Ruidoso on March 4, 2012 at 6:30 pm at the Convention Center. Staff received an e-mail that they are still looking for host families to support the volunteers and cast that will be here in three weeks. If you know anybody who might be interested, please contact Marquit Palabyab at 303-681-1295. This group of young people will be providing community service as well as a two hour musical "A song for the world."

![Up with People Poster](image)

**Up with People**
Ruidoso

**See the Show!**
Sunday, March 4, 2012
6:30 p.m.

**Ruidoso Convention Center**
111 Sierra Blanca Drive
Ruidoso NM 88345

**Open to the Public**
$18 Adults
$12 Students, Seniors, Children

Tickets on sale NOW at:
www.upwithpeople.org/Ruidoso
or Ruidoso Chamber of Commerce
720 Sudderth Drive, Ruidoso, NM 88345

Media Sponsor

www.upwithpeople.org/Ruidoso

7. **E911 Emergency Notification System** – Staff has launched a public information campaign to encourage residents and property owners in our Ruidoso community to fill out the web-based self-registration emergency notification. [Ruidoso.onealert.com](http://Ruidoso.onealert.com) is easy and quick to fill out. It asks for your property physical address, home telephone, cell phone, email address along with pertinent household information so that you can be entered into the Ruidoso E911 Emergency Notification System and notified in case of emergencies. We will be issuing a press release and will be inserting an information sheet in the utility bill encouraging our residents to get signed up. We are also discussing
having Village staff set up at business locations to assist people in entering their information. Currently, the Fire Department and Police Department have made themselves available to assist our public in this self-registration.

8. **P.R. Plan – Village of Ruidoso Drought Contingency Plan** - Staff has developed a PR Plan to encourage our residents and business to conserve water. We have developed a series of Press Releases and media ads that will begin in our local papers. We will also be running PSAs (free of charge) on our local radio stations and will be featured guests from time to time. We will also focus on our part-time residents and will be inserting a flyer into our utility bills. We are planning to provide tent cards and/or flyers for all restaurants, hotels/motels/condominiums to supplement what they are currently doing. Staff has also contacted Ruidoso Schools about an Art Contest that could be used to inform parents and involve students in water conservation.

9. **Regional Waste Water Treatment Plant** – Ribbon Cutting Ceremony is being planned for **February 29 at 10am** at the RWWTP site. A committee was selected by the JUB to plan this event and will be mailing Invitations this week. Mayor Alborn has personally invited the Governor of New Mexico to attend.

**Engineering Excellence 2012 Award** – The Village has received a letter from Mr. Del Archuleta that the Regional Waste Water Treatment Plant has been awarded the Engineering Excellence 2012 Award by the NM Chapter of the American Council of Engineering Companies (ACEC) which is New Mexico’s top engineering award. The Ruidoso JUB Wastewater Treatment Facility swept the top engineering award by recognizing the project’s technical innovation and complexity as well as the benefits to the community. The Village Council has been invited to the ACEC 2012 Annual Awards Gala to be held on Friday, April 6 in Albuquerque.

10. **COUNCIL Candidate Forum** – The Chamber of Commerce is planning a Candidate Forum for February 22 from 7:00 pm to 8:30 pm. This event will take place at the Convention Center. Everyone is encouraged to attend.

11. **Sewer line Relocation Project** – Staff has revised the Request for Proposal and timeline for the sewer line relocation project. The RFP was issued on January 24 with a proposal due date of February 10. A public workshop is being rescheduled for February 23 regarding the complexity of this project. Representatives from FEMA and New Mexico Homeland Security have confirmed their attendance. Staff has also invited interested firms planning to submit a proposal for this project.
AIRPORT:

1. There have been 347 operations (takeoffs & landings) from 1-31 January 2012, making our daily average operations 11.2. Last year we had 465 operations for the entire month of January, with a daily average of 15.0. We experienced a decrease in traffic by approximately 25.4% from last year. The major decrease was in local flying (GA) which equated to a 66% decrease compared with the same month last year.

2. There were 9,087 operations reported for calendar year 2011 as compared to 7,002 for calendar year 2010. The two areas that stand out for last year was the 26.7% increase in GA traffic from 2010 to 2011 and a 50% drop in Air Carrier traffic last year when compared to 2010.

3. We have sold 3,519 gallons of Jet “A” fuel (113.5 gal/day average) from 1-31 January 2012. Compared to same time last year; 6,169 gallons was sold for a daily average of 199.0 gallons per day. That’s a decrease of 57% of sales compared to last year. There is an obvious decrease in the “turbine market” when January 2012 is compared to January 2011.

4. We sold 3,493.5 gallons of 100LL (112.7 gal/day average) from 1-31 January 2012. Compared to same time last year; 2,582.5 gallons were sold equaling a daily average of 83.36 gallons per-day. That’s an increase of 35.3% of monthly sales compared to the same month last year. The increase in 100LL is in contrast to the industry concerns that recreational flying is decreasing. Better weather may be a contributing factor.

5. The French company, Eurocopter will be arriving Sunday, 19 February 3, 2012 with their test helicopter. They plan to meet with our Fire Fighting Team on Monday 20 February 2012 and start the helicopter testing on the 21st. They have reserved Hotel Rooms until the 28th. Everything is in place for them to proceed.

6. We plan to meet with our contractor 8 February 3, 2012 before proceeding with the Fuel Farm modification. We intend to complete the project within the next few months.

7. We completed our FAA Part 139 Inspection on 2 February 2012. We have some airport Marking, Airport Rescue Fire Fighting (ARFF), and Inspection procedures to be made over the next few months.

8. We will have striping contractors and our engineering consultant (WH Pacific) here 6 February 2012 to correct some of the striping deficiencies noted during the 139 inspection. We plan to have those corrected next week.
9. We assisted Ski Apache with finding support for the former Golden Night Parachute jump this past month. The "jump" was to raise money for a charity and started from our airport.

CLERKS OFFICE:
2012 Regular Municipal Election:

- March 6, 2012 Election Day
- Three Councilors for a four year term to be elected at large and one Municipal Judge for a four year term to be elected at large.
- Polling places on Election Day will be at the Ruidoso Convention Center.
- Persons must register to vote by Tuesday, February 7, 2012 at 5:00 p.m.
- Absentee voting shall begin Tuesday, January 31, 2012 and end on Friday, March 2, 2012 at 5:00 p.m. at the Village of Ruidoso Municipal Clerk's Office.
- Early voting on the M100 Tabulators shall begin Wednesday, February 15, 2012 and end on Friday, March 2, 2012 at 5:00 p.m. at the Village of Ruidoso Municipal Clerk's Office.

CONVENTION CENTER:

1. The week of January 22-28, 2012 we hosted the Wildland Urban Interface meeting, Lewis and Roca deposition, NM Cotton Growers, NM Hay Association and Sierra Blanca Wildland Fire Academy.

2. The week of January 29-February 4, 2012 we hosted the Sierra Blanca Wildland Fire Academy.

FINANCE:

1. Staff has set up Technical Support with our Auditor to begin in late April.

2. The Finance Department continues regular weekly meetings to update the Purchasing Policy Manuel to reflect the changes with Incode. We are expanding on the due diligence process of purchasing with public funds and will be bringing this to Council in the near future.

3. The Payroll/Accounting Clerk position closed Friday the 20th at the end of day. Finance has updated the review rating sheet and has Sean Parker and Karen Bushnell set to review applications on the 7th of February.

4. We continue to work with Incode on our bank reconciliation module as there have been complications due to the old system never having had bank reconciliation within a system. Karen has been working with an Incode
programmer on a daily basis to expedite the balancing of our bank to our General Ledger. Finance is now working on customizing the Incode system to fit our needs better.

5. The IFAC met on the 26th of January and discussed the financial report and other items on the agenda.

6. Worked with the new Airport Admin. Showing how to produce Incode financial reports for the Airport fund and discussed requisition and purchasing process.

7. A Mid-Year Budget Workshop is planned for February 21 with a Resolution to be scheduled for February 28. This will include mid-year budget changes as well as possible COLA for employees if funds are available.

FIRE:

1. The Sierra Blanca Wildland Fire Academy was a huge success. It was our 10th Annual Academy and was the largest one to date. We educated 388 students from all over the United States as well as our local agencies. We received a call from the Lincoln County Forest Service congratulating the Village on a great Academy.

2. Interim Chief Vincent will be flying out to California on the 8th of February to meet with Fire Trucks Plus and check on the progress of the Fire trucks. A full report will be made to the Village Council on February 28.

3. The Mayor and Interim Chief Vincent traveled to Santa Fe to support Senate Bill 5. This bill would give the Governor the authority to ban the sales of Fireworks during high fire danger. It passed through the first committee and is scheduled for a second review on February 7, 2012. Mayor Alborn has been asked to testify in favor of the bill.

FORESTRY:

<table>
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<tr>
<th>Forestry Current Activities Report</th>
<th>Fiscal year</th>
<th>This Period</th>
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<tbody>
<tr>
<td>Item:</td>
<td>7/1/2011</td>
<td>1/20/12-2/2/12</td>
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<tr>
<td>Hazard Tree Removal:</td>
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<tr>
<td>Private Property</td>
<td>34</td>
<td>12</td>
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<tr>
<td>Village Property</td>
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<td>15</td>
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<tr>
<td>Public Service Visits, Insects/Disease/Misc</td>
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<tr>
<td>Cost Share:</td>
<td></td>
<td></td>
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<tr>
<td>Presentations</td>
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<td>1</td>
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<td>Acres Marked</td>
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<td>Final Inspection and Approval</td>
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<tr>
<td>Solid Waste</td>
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- The Insect Meeting held on January 24th following was well attended. Approximately 100 area citizens were there and were informed by experts from State Forestry and the US Forest Service as to the magnitude of the current bark beetle outbreak. This outbreak is the most severe in the past 15 years and was caused by a combination of factors such as the drought, insect life cycle, and general stress to the trees. Treatments such as contained in Chapter 42-70 of the Village Ordinances are recommended as the preferred option to control the spread and the damage to forests. There are studies that are ongoing but the entomologists said that there are between 7 and 11 different species of bark beetles in the area. Each species is a little different and attack different species of trees or different parts of a single tree. Up to 50,000 bark beetles can attack a single tree. Once a tree is attacked the bark beetle releases a scent that lets other bark beetles know that this is a tree suitable for attack.

- Bug killed trees have become a priority for removal by both landowners and the Village in right-of-ways. Removal of nearly 1/3 of the hazard trees this fiscal year have been in the past month.
• Thinning projects have slowed slightly due to the cold and snowy weather. Eric and Eddie have been using some of their time managing trees and cutting village hazard trees along Village Road Right of ways. They are also marking several larger (5 acre plus) cost share projects.
• Meteorologists are predicting another dry fire season and think we are on track to have a fire season similar or maybe slightly worse than last year. Because of the onset of La Nina, precipitation is expected to be down for the rest of the winter. However the dry pattern doesn’t appear to be as strong as last year but because of the lack of moisture last year the fire season is expected to be worse than last year. This could also lead to another year of beetle outbreak as drought stresses the trees and makes them more vulnerable to attack.
• Forestry is increasing the certification period for thinning in the village from 5 years to 10 years. This longer period is more in line with the growth rate of tree. Fire danger increases annually each year following fuels treatment until about the 15th year at which time the wildfire danger is about the same as it was before treatment. Ponderosa pine will produce a 4 to 6 ft tall seedling (ladder fuel) in about 10 years.
• Eddie Saenz is the Chair of the public information committee for the WUI group and helped Mescalero put together their public information outreach for the prescribed fire just south and west of the village on Tribal Property. The project has been currently suspended due to increased snow melt and increasing winds.
• Eric has been working with PNM on identifying hazard trees in Paradise Canyon. PNM will be felling at least 3 very large trees over the next month or so. There is one tree that may require Paradise canyon to be closed during the felling and cleanup associate with that tree.

GENERAL SERVICES:

1. The free mulch for our residents is continuing at the White Mountain Sport Complex.

2. One grapple truck and one tractor are down. We will be delaying the repair of the tractor as it is a transmission failure and funds are short. The main concern is the Mack Truck/Grapple put into service last year that has had numerous issues with onboard computer controls as required by new federal regulations. As reported in the last Manager’s report we are working with Bruckner Truck and Mack Trucks to resolve ongoing issues with this unit. On February 6, 2012 the truck is scheduled to be brought back to our yard with representatives of the aforementioned companies to meet with our staff and then placed into service. We will keep you informed on the results.

3. We are currently operating nominally in slash/pine needle service, but due to the mild weather to date contractor work in the north end of the Village has resumed for Forestry compliance and we are working on keeping up with this additional material.
4. Our new mechanic, Steve Sanchez joined us on 1/30/12 and we are glad to have him onboard!

5. As promised to the Forestry Task Force we have prepared a bid for Vegetative Waste Disposal in an early timeframe as the current contract with Sierra Contracting will expire 6/30/12. The draft bid is currently being processed by our Purchasing Division and we will be seeking bidders next month, well in advance of the contract deadline. This is to allow for any issues that may arise in the bidding process.

Information Technology (IT)
From Lori Carpenter – GIS Technician:
Projects working on and progress made:

Forestry Database:
GIS Requests:
1. Checking with Earl Bell about getting us a quote to help us get our GIS server setup and training.

2. County Assessor & 911 Rural Addresser are currently taking ESRI training. County should be switched over to ESRI products within the next several months and will update our parcels & owners then.

3. Working on Land Use & Zoning database & map

4. Jamie Gibson requested map of water meter routes for future Firefly installation

5. Dick Swenor requested map of Airport Facility/Property & Waste Water Facility/Property map

6. Working on Fire Station District map for Interim Chief Harlan Vincent.

7. Printed 2 sets of scanned maps of Eagle Creek Raw Water By-Pass, 54 pages total

8. Met with Interim Chief Harlan Vincent, Paul Hart, Dane Hall, Randall Camp & Bob Decker to discuss Fire Hydrant Initiative. Paul & Dane will GPS fire hydrants and get as much information on them as they can and staff will update Fire Hydrants in GIS. Fire Hydrants that need maintenance etc will be put on a list that Paul & Dane will email to everyone, so we can close the loop. I trained Paul & Dane on the GPS unit and will train them this next week on how to export the collected data off of the GPS & imported into format for use in the GIS database. This will be an ongoing project
911 Address Issues:

GIS currently maintains 911 addressing database for the Village of Ruidoso. Monthly uploads to 911 database, corrections to addresses and maintaining Windstream 911.net changes are some of the responsibilities of the Ruidoso PSAP/GIS.

IT - Systems Coordinator:
1. Staff is working with Sleuth software on the pricing and details of the database and software migration to the new servers. Staff is in the processes of having necessary electrical outlet installed to support the new battery backup system. Sleuth Software has recommended a software version upgrade and the police department is reviewing their budget to determine if funds are available.

2. We have installed the help desk software on a server and staff is working on finalizing the configuration of the software as well as procedures for this environment. Staff and Cofex continue to work on completion of the help desk.

3. Staff is working to configure the information for the new website into the format necessary to allow departments to make the changes to their portion of the website.

4. Staff is working to compile the information necessary to write a disaster recovery plan for the RWWTP.

5. Staff continues to upgrade computer equipment for various departments. Staff continues to assist users with issues, update the website and make other changes.

Cofex Consulting Report:
Cofex is working with Baja to get convention center running properly and have started server setup for Police Department.

Building Maintenance:
Building Maintenance is operating satisfactorily with no noteworthy issues at this time.

HUMAN RESOURCES:

1. Brock Carter, Safety Counseling and Howard Gentry, NM OSHA will be providing a training class for the Directors on February 9 covering Job Hazard Analysis, Accident Review, What to expect from OSHA and what you need to know. Also in the afternoon several of the Directors will receive training on how to inspect job sites and what to look for in the field and office.
2. The Human Resources Department posted the OSHA Log with the summary totals for 2011 which were 6 total cases with days away from work which equaled 121 days away from work and there were 9 total injuries, 2 respiratory conditions and 2 other illness. The average number of employees for 2011 was 191 and they worked an estimated total of 407,458 hours for the year.

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<th>Job Postings</th>
<th># of Vacancies</th>
<th>Closing Date</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Certified Patrol Officer</td>
<td>2</td>
<td>01/12/12</td>
<td>Accepting Applications; 14 applications received and forwarded to Chief</td>
</tr>
<tr>
<td>Water Production Manager</td>
<td>1</td>
<td>09/30/11</td>
<td>Accepting Applications. 7 applications received. 2 applications were forwarded to the department for interview. Department has decided to repost position to get more applicants. 5 additional applications were received but only 1 meet the requirements so 3 applicants were sent to the department for interviews</td>
</tr>
<tr>
<td>Reposted 01/13/12</td>
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<td>02/01/12</td>
<td></td>
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<tr>
<td>Truck Driver</td>
<td>1</td>
<td>01/06/12</td>
<td>Internal Posting Water Department, 2 applicants</td>
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<tr>
<td>Telecommunications Officer</td>
<td>1</td>
<td>01/11/12</td>
<td>Accepting Applications, 19 applications received, and 6 were forwarded for interview</td>
</tr>
<tr>
<td>(Dispatcher)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll/Accounting Clerk</td>
<td>1</td>
<td>01/20/12</td>
<td>Accepting Applications, 26 applications received, rating to be week of 02/07/12</td>
</tr>
<tr>
<td>Temporary Parks</td>
<td>1</td>
<td>12/20/11</td>
<td>Accepting Applications, 5 applications received and forwarded to dept for interviews. No one Selected</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td></td>
<td>01/31/12</td>
<td></td>
</tr>
<tr>
<td>Reposted 01/13/12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Hires:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-----------------</td>
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<td></td>
</tr>
<tr>
<td>New Employee</td>
<td>Position</td>
<td>Date of Hire</td>
<td></td>
</tr>
<tr>
<td>James Sanchez</td>
<td>Meter Reader</td>
<td>2/2012</td>
<td></td>
</tr>
<tr>
<td>Jesus Gandarilla</td>
<td>Parks MaintenanceWorker</td>
<td>2/12/12</td>
<td></td>
</tr>
</tbody>
</table>

**TRAINING OPPORTUNITIES SCHEDULED FOR FEBRUARY 2012**

- **February 9, 2012**
  - 9:00 – 12:00pm: Training by Brock Carter, Safety Counselling, and Howard Gentry, NM OSHA (Job Hazard Analysis, Get Safety Program on right track etc) at Convention Center

- **February 15, 2012**
  - 8:00-12:00 pm: Safety Audit Water Plants at Water Plants
  - 1:00pm – 3:00pm: Slip, Trip, and Falls at Council Chambers
  - 3:00pm – 5:00pm: Weapons of Mass Destruction at Council Chambers

**LIBRARY:**

1. **Maintenance:** Plumbing in the basement bathroom, staff bathroom and kitchen is currently being contracted out with Haynes Plumbing. 17 Ballasts will be replaced throughout the building. They were found to be not working when the city started putting energy saving bulbs in the library. My staff is requesting replacing the chairs for where they work...

2. **Grants:** I submitted a grant for the Big Read program. Support and participation has been underwhelming from the high school, but I think when I receive the grant and offer free books and a one hour program that the public library will put on at no cost to the school other than time – they may come around. Tim Coughlin from the Boys & Girls Clubs wrote me a letter of support and we will let any teenaged child in his program participate in the Big Read.

3. **Outreach:** The health fair at Sierra Mall Saturday was a big success. Mayor Pro-Tem Rifle Salas, Andrea Reed, Miss Albuquerque, Mayor Albom, and myself took turns reading to kids. There were easily over 100 kids playing musical chairs, getting face painting, balloons, jumping in the inflated jumping thing, and coloring with crayons. I also passed out the grant funded baby bags to parents with newborns. The dentist office also provided 30 pizzas and drinks. My column,
Library Corner, has been running in the Ruidoso Free Press on Tuesdays. I will be speaking at the Lions, Kiwanis, and Women's Clubs in February.

4. **Collection Development:** This month we ordered from Ingram, Amazon, and PBS a substantial amount of books and dvds and I purchased a cleaning device for cd's and dvd's. We can stretch the discs lives a little longer before they become mobiles hanging from our ceiling.

5. **Programs:** In April, we may have a book discussion of *The Freedom Writers’ Diaries* which is about a Los Angeles teacher who had her students keep journals of their life experiences while she taught *The Diary of Anne Frank* and about genocide in Yugoslavia in the 1990's. I have met a woman who teaches and coaches at NMML who fled Croatia and am trying to schedule her to speak of the obstacles she has overcome to be where she is today. The Holocaust Museum in Albuquerque has offered to send the library a speaker, a Jewish survivor from The Netherlands during WW II. February offers a variety of children and adult programs featuring animals. See the library newsletter for dates and times.

6. **Training and Staff Development:** In January, Corey Bard attended the following webinars: 1) Organizational Storytelling – how to tell my story and selling library services by being involved in the community. 2) Building Common Ground – preparation for the March grant funded programs of the same name. (brochures are available at the library or by email) 3) E-Reader Policies – Two Librarians discussed how they are lending e-readers, training staff, and educating patrons in lieu of the changing dynamic of offering e-books. Of note, as e-book offerings are growing everywhere, libraries have no plans to eliminate their print collections that the public still demands. Budgets will continue to purchase children’s books, popular adult fiction, large print, and everything imaginable in nonfiction, but libraries will also offer some of these titles in e-format as well.

**Notes:** A series of interesting articles are circulating among librarians about whether emerging technology continues to shut out the poor. The digital divide between people who have access to learn and use computers and those communities that do not offer the opportunity to learn about new technology has created a crisis of computer literacy. New Mexico faces this challenge in addition to literacy in general. Basic literacy and computer skills are at the top of every employer’s wish list.

**PARKS & REC:**

1. **HAPPY VALENTINE’S DAY** – Parks and Recreation Department would like to wish everyone a Happy Valentine’s Day.

2. **PARK MAINTENANCE & UP WITH PEOPLE** – Park Crew is currently sprucing up the Parks and Recreation Office and has outlined several projects for Up with People to assist with.
3. **LEGISLATIVE ITEMS** – Representative Cook informed Debbie Jo that the House Bill on Cigarette Tax passed in the first committee, next will be the Tax & Revenue Committee.

4. **FY12-13 BUDGET** – Staff has begun working on the FY12-13 Budget in preparation for the upcoming budget process and review.

5. **SENIOR CENTER** – Staff met with Finance Department to discuss senior transportation. I will inform Council on the outcome of the meeting.

6. **TWO RIVERS PARK PAVILION PROJECT** – This project has begun. Staff would like to thank Ruidoso Noon Lions Club and local businesses who have contributed material and time to this project. Those businesses are Bass Brothers Roofing, Aspen Tree Construction, Foxworth-Galbraith Lumber Co and Village Ace Hardware.

7. **GRINDSTONE BIKE TRAIL** – Scope of work for the construction of the trail has gone out for bid on the project. Bid openings will be held on February 15th. Request for approval will be on the February 28th Council Meeting.

8. **RIVERWALK TRAIL.** This project continues, thanks to Laura Doth for an excellent job and persistence with this long awaited project. Staff provided Laura with a few grant leads.

9. **VOLLEYBALL AND & BASKETBALL ADULT LEAGUES.** Leagues have begun with Volleyball playing on Mondays & Wednesdays and Basketball playing on Tuesdays & Thursdays.

10. **PARKS AND RECREATION COMMISSION (PARC).** The next PARC meeting is scheduled for February 27th at 5:30 p.m. in Council Chambers. The Open Meetings Resolution was adopted at the meeting. Some of the items to be discussed are the creation of a Friends of Parks & Recreation, Proposed Ordinance on Feeding Wildlife, and Update on the Lodger’s Tax Buckets.

11. **2012 SPECIAL EVENTS (As of 1/31/2012)** –
   - March 24, 2012 – Ruidoso Firefighter’s Hook & Ladder Chile Cook Off (Wingfield Park)
   - June 8-10 & September 21-23, 2012 - Two more girls’ fast pitch tournaments have been scheduled. We anticipate that this will bring approximately 50 teams each (100 teams x 32 players and fans = 3200 visitors x 2 nights @ 12-15 rooms per team = 1200-1500 room nights.
   - June 27th thru July 1st - Travel Sport Baseball Tournament out of Ft. Worth, TX will be a new baseball tournament scheduled. Organizers, coaches, teams and family members will begin to come into Ruidoso as early as Monday, June 25th. We are encouraging them to remain in Ruidoso through 4th of July.
Staff is working with the organization and the Chamber in room accommodations.

- September 8th - Kite Festival has moved to at White Mountain Soccer Fields to avoid inclement weather.
- M365 are considering a second R&R in Ruidoso event in the summer a meeting to be held January 24th.

**PLANNING & ZONING:**

1. Building Inspections for January 2012:
   
   Inspections
   116 – Building
   64 – Electrical
   58 – Plumbing/Mechanical
   238 – Total

2. Building permit activity report for January, 2012 is as follows:
   
   Total number of permits: 89
   Total Fees: $19,684.47
   BUILDING TOTAL VALUATION $1,849,456.65

3. Building Permit activity has been more active than expected for winter months with 5 new single family homes permitted in January.

4. The Short Term Rental Program has 632 STR's all are in compliance or in the process of gaining compliance. Staff is working on pursuing some online companies with STR's that have failed to register.

5. The Planning & Zoning Commission heard 2 cases at its February 7th meeting.
   - Vacation of Right of Way request
   - Commercial Site Development request.

6. Tyler staff began the initial setup of the encode software for the Planning/Zoning Building department. This software will provide much more accurate and detailed reporting & tracking of permits and inspections for the department. Staff is looking forward to the completion of the setup & implementation of the software which is scheduled to begin February 20th 2012.

**POLICE:**

1. Enforcement: In the Month of January 2012 the Department wrote 344 citations, made 54 arrests and answered 1059 calls for service. In this same month in 2011 we wrote 262 citations, made 46 arrests and answered 915 calls for service.
2. Promotions: Officer Mark Vierig will graduate from the New Mexico Law Enforcement, three week waiver class, this Thursday and join our ranks. We will be hiring Officer Carolee Sandoval who will transfer from Ruidoso Downs PD to our day shift. We welcome Officer Sandoval. Our Department is currently interviewing applicants for a position in Dispatch and going through the process of hiring three new Patrol Officers.

3. Training: The Police Department will be hosting a class entitled “Management of Police Traffic Services” which is a 40 hour course, April 9-13, 2012. This Class will be held at the Ruidoso Convention Center, 0800-1700 hours. This course will be taught by instructors from TACT & Associates from Albuquerque and will include traffic unit crash data collection, analysis, planning budgeting, staffing and other resources needed to provide professional police traffic services in your community.

4. We are anticipating Verizon making arrangements for the construction of a new cellular tower which will be built in the back parking lot of our building. Verizon will allow our Department to place our radio equipment on the top portion of the tower which will enhance our radio reception.

PURCHASING:

1. As of February 3, 2012 purchasing has issued a total of 80 purchase orders for February. A total of 1,257 purchase orders have been issued for the year.

2. The Purchasing staff is meeting with Finance and working on the Policies and Procedures Manual for Procurement.

AUCTION:

Items sold at auction total $12,440.74 since July 1, 2011. Since the auction began in November 2010, we have sold $89,725.24

BIDS ISSUED:

1. Bid #2012-007 Mountain Bike Trail Project was released on January 25, 2012 and will be due on February 15, 2012. This was advertised in four papers – Ruidoso News, Alamogordo Daily News, Roswell Daily Record and Albuquerque Journal. The bid opening is scheduled for February 15, 2012 after which the bid will be reviewed by the Bike Trail committee and then brought to council for approval of Award March 13, 2012. As of February 3, 2012 there have been 15 requests for this bid.

PROPOSALS ISSUED:

1. Request for Proposal #2012-009P for Sanitary Sewer Line Relocation was issued on January 24, 2012 and is due on February 10, 2012. The evaluation committee will meet on February 21, 2012 to choose finalists and set up presentations. The presentations will be on March 15, 2012. This will be brought to Council for approval of award on
March 27, 2012. After negotiations and legal review of agreement the tentative date of award of agreement will be April 24, 2012. There is a scheduled Workshop for Village council on February 7, 2012 at 4:00 – 6:00 p.m. As of February 3, 2012 there have been 23 requests for this RFP.

**BIDS BEING PREPARED:**

1. Bid for Vegetative Waste Disposal is being assembled for the Solid Waste Department and will be issued on February 14, 2012.

2. Bid for Aggregates (street materials) for the Street Department is being prepared and will be issued on Feb. 10, 2012.

3. Bids for the Utility Department are in process for the following items:
   - One Skid Steer
   - One Track Hoe
   - 6 cubic yard Dump Truck

**PROPOSALS BEING PREPARED:**

1. RFP for Grindstone Lake Rehabilitation is being prepared and then reviewed.

Pending PROPOSALS that will be issued later in year:

1. Utilities location and survey for the bridges that will be replaced.
2. DWI Grant Program – Proposal for DWI Grant Program Coordinator – (issued in April 2012)

*All procurements are conducted in accordance with the Policies and Procedures of the Village of Ruidoso Procurement manual and the New Mexico State Procurement Code (NMSA 1978).*

**STREETS:**

During the past two week period, the following projects are in progress or have been completed by employees of the Street Department.

- **Equipment Maintenance:** General Maintenance of Equipment and Vehicles.
- **Hot Plant:** Hot Mix Production for Utility Cuts.
- **Pot Holes:**
  - Walnut Drive
  - Hood Drive
  - Main Road

- **Paving Utility Cuts:**
  - North Street
  - East Redwood
  - Main Road
  - Ebarb Drive
  - Shadow Lane
  - Santa Rosa Drive
  - 2nd Street
  - Juniper Road
o Spruce Drive       Bonanza Drive       Falcon Drive
o Chaparral Drive   o Pearl Avenue       Walton Circle       Randle Drive
o Grove Drive       o Kaibab Drive       Blue Spruce Dr.     Spring Road
o Rio Street

• Village of Ruidoso – Intradepartmental Assistance:
  o Build perimeter road around the Airport.
  o Road work and clean up at the orchard well.

• Sweeping Streets: Sudderth and Mechem.

• Right of Way and Street Signs: Installation and Repair
  o Thomas B Road D Street Flume Canyon Rd Rio Street
  o Grindstone Canyon Paradise Canyon Meander Drive Scenic Drive
  o West Redwood College Drive George McCarty Dr. Sam Street
  o Ebarb Drive Cree Meadows Dr. Raymond Buckner Bear Canyon Hull Road Main Road 1st Street Eagle Drive

• Snow & Ice Removal:
  o Camelot Area

• Trimming Trees:
  o Flume Canyon Rd. Alonzo Way

Future / Ongoing: Assignments and Projects are as follows:

• MAP Project – Improvement 1st & 2nd Bridge Main Rd. – MAP-1223(900): Funds $175,000 has been received by The Village of Ruidoso from the State of New Mexico.

• MAP Project – Box Culverts Hull & Paradise – MAP-7627((903): Contract signed by the State November 29th, 2010

• COOP Project 2011-2012 – Chip Seal Various Roads in Ponderosa Heights Area: The Contract has been approved and signed by the NMDOT. Preparation has begun (trimming trees, etc.) by Street Department employees for the chip seal process – weather permitting.

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

UTILITIES:

1. Staff, engineering consultants and water team members continue to develop strategies for addressing a potential extended drought. An RFP for a Water System Master Plan/Model is on hold pending new budget year. Funding has been diverted to support Drought Contingency Plan. Staff is proceeding to self perform small but critical projects that will facilitate redundancy immediately.
Staff continues to execute Drought Contingency Plan and projects. Work has started on the Grindstone Raw Waterline Repairs, Embdy Project, and anticipate construction of the new Camelot PRV to begin mid February pending selection of a contractor to install the PRVs. The Camelot PRV parts arrived January 31, 2012. Two other PRVs will be installed in order to facilitate movement of water to supply demand. The recent snows have been contributing about 650 gpm to Grindstone. The recent snow melt is contributing to a significant slowing of the drawdown of Grindstone Reservoir.

2. Grindstone Dam – We received (December 21, 2011) the OSE Dam Safety Bureau Chief’s review of the Final Report of Findings and Recommendations delivered to VOR March 7, 2011. A task order is being developed to provide for the additional date requested by the DSB. The EAPs are currently under Staff and RFD Review. The DSB is fully informed on our progress on all dam related issues. Work is nearing completion on mitigation of the issues outlined in the dam inspection conducted in March. Staff is proceeding with an RFP to design the repairs on Grindstone Dam in order to be better positioned for the Water Trust Board funding request. Representative Cook has agreed to attempt to place the Villages Water Trust Board applications in the Legislative Agenda.

3. FEMA – Staff is continuing to work with FEMA on flood and freeze issues in order to facilitate the timely replacement of bridges and the RFP for engineering design of the Sewerline Relocation Project. Staff held an onsite kick-off meeting with engineers, NMED and the USACOE on the Close Road Bridge project.

4. Eagle Bridge – Eagle Bridge project is complete. Staff and engineers are reviewing final change order.

5. RWWTP – Phase 1b – On December 21, 2011, the JUB approved a Letter of Agreement by Molzen-Corbin & Associates, under Contract Amendment #2, in an Amount Not to Exceed $40,000, Excluding NMGRT to provide Professional Engineering Services for assisting the Village of Ruidoso/JUB with the preparation of a renewal NPDES Permit application for the Regional Wastewater Treatment Plant. The NPDES Permit Application was submitted to EPA and NMED on January 27th (ahead of schedule) this effort was necessary in order to allow the EPA an opportunity to accept a lesser standard than the proposed permit based upon scientific data.

6. RWWTP - We have been informed by NMED that the Department of Labor requires that different Federal Wage Rates (David Bacon Act) should have been used on this project since the time it took to get a contract signed with the contractor was 97 days after the bid opening. The cut off for signing a contract without having to change the wage rates is 90 days. NMED just found out about this requirement and has informed us that there is no way that this adjustment can be avoided. The additional amount of $73,110 (exclusive of
NMGRT) will be added by Change Order Provisions of the Contract Documents. This change order will be presented at the next JUB meeting for approval.

7. Alto Water Plant (Plant 3) – the Kick-off meeting with HDR was held January 18th for the PER and Pilot Project for upgrades to Plant 3. A kick-off meeting will be held with NMED and the engineers to insure the success of the project.

8. Alto Dam PER – URS was selected to perform the Alto Dam PER evaluation options for Alto Dam. This project will be funded primarily by Water Trust Board Grant. A kick-off meeting will be held with URS and the Dam Safety Bureau to insure the success of the project.

9. Grindstone Raw Water Diversion – We are in receipt of a letter from New Mexico Department Homeland Security requesting that the Project Worksheet for the Diversion be reopened in order to fund repairs to the line damaged by the flood of 2008. Investigative work on the possible blockage in the line is on hold pending return from repair of the sewer camera used to document line condition – anticipate restart of work during the first week of February.

10. Utilities Staff would like to request the formation of a Utilities Committee with two Councilors as members in order to facilitate better communication and feedback on Utilities and Water Projects.

11. Fire Hydrant Task Force – a task force made up of members of RFD, GIS, and Utilities Staff met on January 25th to address the issues of hydrant upgrades, maintenance, and mapping.

12. Water Department – Staff continues to meet with Human Resources in order to facilitate the Departmental reorganization. The job opening for the Water Production Manager has been reposted due to low number of respondents. Goals are to reorganize in order to increase efficiencies and reduce costs. Water Department will be split into two departments – Distribution/Collection and Production. The Production Department will follow the same structure as currently employed at the RWWTP. Reorganization of the Distribution/Collection Department is on hold pending the new budget year. Staff continues to purchase Safety Equipment and Tools to facilitate proper work process. Staff has attended OSHA Trenching Safety training and will continue OSHA training in pertinent areas.
SB 271  PHASE OUT HOLD HARMLESS DISTRIBUTION (Smith). Phases out the state's hold-harmless distribution for food and medical services to municipalities and counties over a 15-year period; distributes the following amounts to the Local Government Road Fund: fiscal years 2013 through 2016, $666,000; fiscal years 2017 through 2020, $1,332,000; fiscal years 2025 and 2026, $2,664,000; and after 2026, no distribution. Effective 7/1/12.

*HB 193  GENERAL OBLIGATION BOND PROJECTS (Trujillo). Authorizes the sale of General Obligation Bonds for the following municipal projects: Statewide: $3 million for equipment and electronic resources for non-tribal public libraries. Alamogordo: $130,680 for senior center plans and renovations; senior center building improvements; Albuquerque: $50,000 for central kitchens of senior centers; $30,000 to design and renovate central kitchens for senior centers; $100,000 for senior centers equipment; $101,724 for senior center meals equipment; $150,000 for senior center program office improvements; $500,000 for Los Volcanes senior center building improvements; Artesia: $48,000 for senior center vehicles; $83,000 for New Mexico Community Action Corp. vehicles; Belen: $68,000 for senior center meals equipment; Bernalillo: $19,410 for senior center building improvements; Bloomfield: $25,000 for senior center vehicles; Chama: $3,000 for senior center meals equipment; $77,492 for senior center plans and renovations; Clayton: $6,500 for senior center design and renovations; $200,000 for senior center building improvements; Cloudcroft: $3,000 for senior center equipment; $5,000 for senior center meals equipment; Clovis: $8,000 for Baxter-Curren senior center building improvements; $3,800 senior center equipment; Corrales: $23,000 for senior center equipment; Cuba: $23,000 for senior center plans and renovations; Deming: $39,587 for senior center meals equipment; Des Moines: $2,500 for senior center plans and renovations; Española: $9,360 for Beatrice Martinez senior center equipment; $250,000 for Beatrice Martinez senior center building improvements; $21,000 for Beatrice Martinez senior center meals equipment; $34,903 for senior center plans and renovations; Estancia: $10,000 for senior center plans and renovations; Eunice: $120,000 for senior center plans and renovations; Fort Sumner: $25,000 for senior center vehicles; $23,950 for senior center meals equipment; Hagerman: $150,000 for senior center plans and renovation; Las Vegas: $48,000 for senior center vehicles; Logan: $1,500 for senior center equipment; Moriarty: $12,000 for senior center meals equipment; $10,000 for senior center plans and renovations; Mountainair: $9,500 for senior center design and equipment; Pecos: $15,800 for senior center meals equipment; $10,195 for senior center plans and renovations; Raton: $15,000 for senior center building improvements; Rio Rancho: $70,817 for senior center equipment; $113,414 for senior center building improvements; Santa Fe: $146,940 for Luisa senior center plans and renovations; $134,884 for Mary Ester Gonzales senior center plans and renovations; $8,500 for Pasatiempo senior center building improvements; $111,900 for citywide senior center meals equipment; $132,000 for citywide senior centers vehicles; Santa Rosa: $13,716 for senior center plans and renovations; $41,470 for senior center meals equipment; Socorro: $4,375 for senior center meals equipment; Tijeras: $48,000 senior center vehicles; Truth or Consequences: $16,055 for senior center meals equipment; Tucumcari: $8,900 for senior center equipment; $45,000 for senior center vehicles; $18,000 for senior center building improvements; $29,900 for senior center meals equipment; $24,5000 for senior center plans and renovations. EMERGENCY CLAUSE. HTRC
*SB 66  GENERAL OBLIGATION BOND PROJECTS (Cisneros).  Same as HB 193.  EMERGENCY CLAUSE.  SFC

HB 273  EXPAND CONVENTION CENTER FINANCING ACT (Martinez, R.).  Amend §5-13-2.  Expands the eligibility for local governments to impose a convention center fee to all municipalities and counties; authorizes municipalities to enter into a joint powers agreement to collect revenue from a convention center fee and to expend the revenue as required by the Act if the municipalities are located in the same county within 20 miles of the corporate limits of each other and they have enacted an ordinance to impose the fee.  HRC

*SB 5  RESTRICT SALE OR USE OF FIREWORKS (Feldman and Gentry).  Amends §12-10-4 of the All Hazard Emergency Management Act to authorize the Governor to proclaim an emergency that temporarily bans or restricts the sale or use, or both, of fireworks in an area where the fire danger rating is high, very high or extreme as determined by the National Fire Danger Rating System; new material in the Fireworks Licensing and Safety Act authorizes the Governor to make the same type of proclamation under high, very high or extreme fire conditions pursuant to the same rating system; the proclamation shall be effective for 30 days and the Governor may issue succeeding proclamations if conditions warrant; the proclamation may be modified or rescinded within the 30-day period if conditions are deemed to be less high; the Governor's proclamation may be more restrictive within that jurisdiction than restrictions imposed by a municipality or a county but may not be less restrictive.  Amends §60-2C-8.1 to authorize the governing body of a municipality to hold a hearing to determine if fireworks restrictions should be imposed within the municipality where fire danger ratings are determined to be high, very high or extreme as determined by the National Fire Danger Rating System; the governing body may issue a proclamation banning or restricting the sale or use of all fireworks; such proclamation shall be issued no less than 20 days prior to a holiday for which fireworks may be sold; authorizes a county to impose the same restrictions within unincorporated areas of the county.  EMERGENCY CLAUSE.  SPAC

HB 35  PUBLIC MEETING AGENDAS 72 HOURS PRIOR (Smith).  Amends §10-15-1 of the Open Meetings Act to require agendas to be available to the public at least 72 hours prior to a public meeting (from 24 hours).  HRC

HB 75  CIGARETTE TAX TO MUNICIPAL/COUNTY RECREATION FUNDS (Cook).  Distributes .83% of the receipts from the Cigarette Tax to the county and municipality recreational fund.  Effective 7/1/12.  HRC

HB 141  PERA: PUBLIC RETIREES RETURN TO WORK (Stewart).  Amends §10-11-8.  Provides that on or after July 1, 2012, a retired PERA member who is subsequently employed by an affiliated public employer will have their pension suspended when the retired member's earnings reach $15,000 or more during a calendar year; the employee shall become a member, both the employee and employer must make the required contributions and the employee shall accrue service credit for the period they are subsequently employed; upon leaving the subsequent employment, the employee's pension shall resume as it was unless they have accrued at least three years of service credit in their subsequent employment, in which case the pension shall be recalculated using the provisions of the coverage plan applicable on the date of the first retirement and shall not be less than the amount of the suspended pension.  Effective 7/1/12.  HRC
HB 184  **GRT DEDUCTION: CONSTRUCTION SERVICE (Doyle).** Amends §7-9-52 to provide a deduction from gross receipts for construction services; defines “construction service” as a service directly contracted for or billed to a specific construction project, including design, architecture, drafting, surveying, engineering, environmental and structural testing, security, sanitation and services required to comply with governmental construction regulations; excludes general business services such as legal or accounting services, equipment maintenance and real estate sales commissions. Enacts new material to provide a deduction from gross receipts for the leasing of equipment used on a construction project. Defines “construction equipment” as equipment used on a construction project, including trash containers, portable toilets, scaffolding and temporary fencing. HBIC

HB 185  **UNEMPLOYMENT FOR CERTAIN STATE EMPLOYEES (Little).** Amends §§51-1-7 & 44 disqualifying employees from receiving unemployment compensation if they are exempt and the individual is in a policymaking or supervisory position and serves at the discretion of an agency head of a governmental entity or at the discretion of an appointee of an agency head of a governmental entity. “Governmental entity” includes the state or any political subdivision. HLC

HB 189  **GRT DEDUCTION FOR SMALL BUSINESS (Little).** Enacts new material to provide a deduction from gross receipts for small businesses if the total gross receipts of the taxpayer in the preceding calendar year did not exceed $50,000. Effective 7/1/13. HBIC

HB 202  **CHANGE BASIS OF GAS TAX (Gonzales).** Amends §§7-13-3 & 3.1, 7-16A-3, 4 & 6 to change the basis of the gasoline tax and the special fuel excise tax from the number of gallons sold to the value of fuel sold. Requires the Taxation and Revenue Department to publish a table converting the percentage tax, pursuant to this bill, to an equivalent cents-per-gallon for use when necessary to calculate the rate of the gasoline inventory tax and the rate of the special fuel inventory tax. Effective 7/1/12. HTPWC

HB 224  **TAX & REVENUE DEPT. FEES & DISTRIBUTIONS (Varela).** Increases statutorily the administrative fee for collection of local gross receipts taxes from 3% to 3½%; the increase above 3% shall be retained by the Taxation and Revenue Department for audit and collection activities; also establishes an administrative fee of 3.25% to administer the hold harmless provisions. These fees were imposed in the state General Appropriation Act over the past three years. HHGAC

SB 10  **CONDO DECLARATION ZONING LAW COMPLIANCE (Wirth).** Amends §47-7B-5 to add to the contents of a declaration of condominium that, if required by local ordinance, a written confirmation from the local zoning official that the condominium complies with the zoning density requirements of the local zoning and subdivision ordinances or regulations as required by §47-7A-6 NMSA 1978. SPAC – Do Pass; SIC

*SB 52  **NO PRECINCT WORKER BENEFIT SUSPENSION (Muñoz).** Amends §1-2-16; for purposes of determining eligibility for membership in the Public Employees Retirement Association and pursuant to the provisions of Subsection B of §10-11-3 NMSA 1978, precinct board members are designated as seasonal employees; suspension of benefits under PERA do not apply to retired employees working as precinct board members working in a municipal election or an election covered by the Election Code. EMERGENCY CLAUSE. SRC
FORECLOSURE MAINTENANCE ORDINANCE REQUIREMENT (Keller & E. Chavez). New material creates the Foreclosure Maintenance Act; requires a municipal or county governing body, by ordinance, to compel the legal owner of abandoned residential real property to maintain the structure and land within the lot lines of the property; the ordinance enacted shall contain at a minimum the following: 1) the violation of any provision of the ordinance shall be subject to a citation and may be subject to a monetary penalty; 2) notice of the alleged violation to the legal owner, including a description of the conditions that gave rise to the allegations; 3) notice of intent to impose a monetary penalty if action by the legal owner to correct the violation is not commenced within a period of time of not more than 14 days and completed within a period of 30 days; 4) notice of a period of not less than 30 days for the legal owner to remedy any violation prior to the imposition of a monetary penalty; 5) a process to allow the legal owner an opportunity to contest the allegations; 6) a process used in determining the amount of the penalty imposed that includes consideration given to any timely and good faith effort by the legal owner to remedy the violation; and 7) a maximum penalty of $1,000 for each day that the legal owner fails to maintain the property, commencing on the day following the expiration of the period allowed to remedy the violation established by the local ordinance. The ordinance may include provisions to establish different compliance periods for different conditions on the same property; the ordinance may provide less than 30 days notice to remedy a condition before the imposition of a penalty if it is determined that a specific condition of the property threatens the public health or safety; monetary penalties collected shall be directed to the governing body's local nuisance abatement program and other similar local programs as determined by the governing body. Provisions of an ordinance enacted in accordance with the Act apply only to abandoned residential real property. EMERGENCY CLAUSE.

REPEAL GROSS RECEIPTS AND COMPENSATING TAX ACT (Smith). Repeals §§7-9-1 through 114, the Gross Receipts and Compensating Tax Act. Effective 7/1/12. SCORC—Do Pass; SFC
2012 Municipal Day Priority Legislation

**SB 271** PHASE OUT HOLD HARMLESS DISTRIBUTION (Smith). Phases out the state’s hold-harmless distribution for food and medical services to municipalities and counties over a 15-year period; distributes the following amounts to the Local Government Road Fund: fiscal years 2013 through 2016, $666,000; fiscal years 2017 through 2020, $1,332,000; fiscal years 2025 and 2026, $2,664,000; and after 2026, no distribution. Effective 7/1/12.

**HB 75** CIGARETTE TAX TO MUNICIPAL/COUNTY RECREATION FUNDS (Cook). Distributes .83% of the receipts from the Cigarette Tax to the county and municipality recreational fund. Effective 7/1/12. HRC

**HB 273** EXPAND CONVENTION CENTER FINANCING ACT (Martinez, R.). Amend §5-13-2. Expands the eligibility for local governments to impose a convention center fee to all municipalities and counties; authorizes municipalities to enter into a joint powers agreement to collect revenue from a convention center fee and to expend the revenue as required by the Act if the municipalities are located in the same county within 20 miles of the corporate limits of each other and they have enacted an ordinance to impose the fee. HRC

**SB 5** RESTRICT SALE OR USE OF FIREWORKS (Feldman and Gentry). Amends §12-10-4 of the All Hazard Emergency Management Act to authorize the Governor to proclaim an emergency that temporarily bans or restricts the sale or use, or both, of fireworks in an area where the fire danger rating is high, very high or extreme as determined by the National Fire Danger Rating System; new material in the Fireworks Licensing and Safety Act authorizes the Governor to make the same type of proclamation under high, very high or extreme fire conditions pursuant to the same rating system; the proclamation shall be effective for 30 days and the Governor may issue succeeding proclamations if conditions warrant; the proclamation may be modified or rescinded within the 30-day period if conditions are deemed to be less high; the Governor's proclamation may be more restrictive within that jurisdiction than restrictions imposed by a municipality or a county but may not be les: restrictive. Amends §60-2C-8.1 to authorize the governing body of a municipality to hold a hearing to determine if fireworks restrictions should be imposed within the municipality where fire danger ratings are determined to be high, very high or extreme as determined by the National Fire Danger Rating System; the governing body may issue a proclamation banning or restricting the sale or use of all fireworks; such proclamation shall be issued no less than 20 days prior to a holiday for which fireworks may be sold; authorizes a county to impose the same restrictions within unincorporated areas of the county. EMERGENCY CLAUSE.

**HB 193** GENERAL OBLIGATION BOND PROJECTS (Trujillo). Authorizes the sale of General Obligation Bonds for the following municipal projects: Statewide: $3 million for equipment and electronic resources for non-tribal public libraries. Also authorizes bonds for senior centers for a number of municipalities. EMERGENCY CLAUSE.

HTRC

*HRC*
February 2, 2012

Honorable Tom Armstrong  
Chairman, Joint Use Board  
City of Ruidoso Downs  
122 Downs Drive  
Ruidoso Downs, New Mexico 88346

Honorable Gus Alborn  
Village of Ruidoso  
313 Cree Meadows  
Ruidoso, New Mexico 88345

Dear Mayor Armstrong and Mayor Alborn:

Congratulations! We have just learned that the Village of Ruidoso/City of Ruidoso Downs Joint Use Board (JUB) and Molzen Corbin have been awarded the Engineering Excellence 2012 Award – New Mexico's top engineering award – by the NM Chapter of the American Council of Engineering Companies (ACEC) for the JUB's Wastewater Treatment Facility.

Back in November we prepared a comprehensive entry submittal for this award. Entries for various engineering categories are received from engineering firms throughout New Mexico for all types of projects, and winners are determined by a select panel of ACEC judges. We are very pleased and proud that the Ruidoso JUB Wastewater Treatment Facility swept the top engineering award for the Water & Storm Water Category. This award recognizes not only the project's technical innovation and complexity, but also its benefits to the community as well as to the engineering profession overall. You may recall that back in 2008, the groundbreaking study phase of this project was honored with an ACEC Engineering Excellence Award; and just last year, Molzen Corbin and the Village of Los Lunas' Wastewater Treatment Facility took top ACEC State and National honors.

This prestigious award will be formally presented at the ACEC 2012 Annual Awards Gala to be held the evening of Friday, April 6, at the Sandia Resort and Casino in Albuquerque. It is appropriate for elected as well as city officials and staff to attend this event and we have reserved a total of 12 seats for the JUB, City of Ruidoso Downs and Village of Ruidoso to be our guests that evening to attend the celebration and receive the award. Your representative group may include any combination of officials and/or staff, with or without spouses, etc. as long as it does not exceed 12 -- this is a well attended event and seating is limited!

From those listed/cc'd below please let us know who will be attending to fill the 12 seats and forward that list to either Mr. Bob Robeda or Ms. Eva Paul no later than Wednesday, March 7th. They can be reached by email at marketing@molzencorbin.com or robeda@molzencorbin.com, or at 505.242.5700. We look forward to hearing from you soon, and again, congratulations for all of your hard work in support of this winning project!

Sincerely,

MOLZEN CORBIN

Adelmo "Del" Archuleta, PE  
President & Owner

cc:  
Councilors – City of Ruidoso Downs & Village of Ruidoso  
Ms. Carol Virden, City Clerk/Treasurer, City of Ruidoso Downs  
Ms. Debi Lee, Village Manager, Village of Ruidoso  
Mr. Cleatus Richards, PWD, City of Ruidoso Downs  
Mr. Randall Camp, PE, PWD, Village of Ruidoso  
Mr. Bobby Snowden, Regional Wastewater Treatment Plant Operator
The New Mexico Municipal League Board of Directors met October 1 to set legislative priorities for the 2012 30-day legislative session. The Board looked at the 46 Annual Resolutions and 2011 Statement of Municipal Policy adopted by the League’s membership during the 2011 Annual Conference in August. Since the 2012 Legislature is a 30-day session and is restricted only to appropriations and finance issues, many of the Resolutions adopted this year would not be germane to the session unless they were added to the Governor’s “call,” which are issues she asks the Legislature to specifically address. Our main legislative priorities are as follows:

Retention of municipal revenues and maintaining local taxing authority are the League’s main legislative priorities for the coming session. Local government financial conditions remain vulnerable and protecting revenue sources is of primary concern. Funding local government services takes an ever-increasing amount of ingenuity in light of the national and state economies. Preserving local governments’ taxing authority is a key element in maintaining basic municipal services and funding governmental operations.

New Mexico public libraries provide books and other services to meet the educational, informational, cultural and recreational needs of all New Mexicans. Support for library funding has historically been a League priority, as it remains so this year. The League will support introduction of legislation to place a $29.6 million General Obligation Bond before voters in the 2012 General Election to fund libraries statewide.

The Legislature in 2003 enacted the Convention Center Financing Act that allows certain municipalities to impose a fee on lodging rooms to finance convention centers. The League, as a priority, will seek legislation to amend the Act to allow any municipality, regardless of size, to enact such a fee to defray the cost of construction, expansion or operation of convention centers.

The League’s third legislative priority concerns fireworks and their potential effects on public safety. During the recent Special Session, legislation was introduced that would give municipalities and counties the authority to ban fireworks during times of extreme drought. The League will support fireworks legislation if introduced again.

The League looks forward to working with the Legislature and the Governor during the 2012 legislative session.
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MONTHLY AVG. | 1.73 | 0.6 | 0.6 | <1.0 |
Water Production Report

Date: Friday February 3, 2012

Alto Crest

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<tr>
<td>Wells flows:</td>
<td>610 GPM</td>
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<tr>
<td>EC / Alto flow:</td>
<td>0 GPM</td>
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<tr>
<td>Total Plant flow:</td>
<td>0.962 MGD</td>
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</table>

Tank Level:
- 5 Million gallon tanks: 48.6 FEET
- Alto Lake: Water level: 15 Feet below Spillway

Grindstone

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<tr>
<th>Production</th>
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<tbody>
<tr>
<td>Total Plant Flow:</td>
<td>0.535 MGD</td>
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Tank Level:
- 3 Million gallon tank: 48 FEET
- Grindstone Lake: Water level: 37.9 Feet below Spillway
- Current Capacity: 150 MG 29%
- Designed Capacity: 495 MG
- Diverting into Grindstone: 1.37 Cubic feet per second (615 gpm)

Gaging Stations

- Upper Canyon station: 1.6 Cubic feet per second
- Hollywood station: 6.6 Cubic feet per second

Comments: Currently in Phase 4 Condition as of

Phase 4 Conservation Trigger conditions are as follows. (2 of 4 Conditions Must be met)
1. Alto Lake Level 10' below spillway. Currently 15' Feet from Spillway. Meets One Condition
2. Eagle Creek & Wells below 900 gpm. Meets One Condition.
3. Phase Trigger condition: 5 Mill Tanks Below 83% (46 ft) capacity for more than 24 hrs. currently 840 feet
4. Grindstone Lake level 20 ft below spillway. Currently 37.9

Three Conditions to enter into Phase 4 Conservation are met. Requires 2 of 4 Conditions be met.

The Water Department recommends holding at Phase 4 Condition.

Conservation Please
### Ruidoso River Monitoring Program Costs

**Parametrix, Inc.**  
(First Quarter 2012)

**EXHIBIT B**

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<th>Category</th>
<th>Item</th>
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<th>Notes</th>
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<td><strong>Monthly Monitoring &amp; Project Administration</strong></td>
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<tr>
<td>Labor</td>
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<td><strong>Direct Expenses</strong></td>
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<td>Laboratories</td>
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1-Feb-12

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<td>3,721</td>
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</tbody>
</table>

**FIRST QUARTER 2012 TOTAL**

$34,205
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: Nancy Klingman
Finance Director

Meeting Date: February 14, 2012

Re: 2nd Quarter Budget Adjustment for Fiscal Year 2011-2012
Resolution 2012-04

Item Summary:

2nd Quarter Budget Adjustment for the period covering October 2011 through December 2011.

<table>
<thead>
<tr>
<th>Fund:</th>
<th>N/A</th>
<th>Line Item:</th>
<th>Budgeted Amount:</th>
<th>$</th>
<th>Available Balance:</th>
<th>NA</th>
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</thead>
</table>

Item Discussion:

Attached is the schedule of budget adjustments. The form is required by the Department of Financial Administration. The detail is also attached with comments related to each budget adjustment.

Recommendations:

The Finance Department is requesting Council approval of these Budget Adjustments in order to comply with New Mexico State Statute 6-6-6, Approved budgets, as interpreted by the Local Government Division of the Department of Finance and Administration.
VILLAGE OF RUIDOSO

RESOLUTION 2012-04

2nd QUARTER BUDGET ADJUSTMENT FOR FISCAL YEAR 2011-2012

WHEREAS, the Governing Body in and for the Village of Ruidoso, State of New Mexico, developed and approved a budget for Fiscal Year 2011-2012; and

WHEREAS, said budget has gone through review with input from the Village Council, Department Directors, Finance Director and Village Manager; and

WHEREAS, the Finance Director and Village Manager have reviewed the changes to the budget and recommend that the Governing Body of the Village of Ruidoso adopt this Resolution with the attachment made a part of the Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Ruidoso, State of New Mexico, that:

1. The Village has done a review of the 2011-2012 budget; and
2. The attached changes are hereby adopted as part of this Resolution (see attachment).
3. The Village respectfully requests approval from the Local Government Division of the Department of Finance and Administration for the State of New Mexico.

PASSED, APPROVED AND ADOPED THIS 14th DAY OF February, 2012.

__________________________
Gus Raymond Alborn, Mayor

SEAL
ATTEST:

__________________________
Irma Devine, CMC
Municipal Clerk
<table>
<thead>
<tr>
<th>(A) ENTITY RESOLUTION NUMBER</th>
<th>(B) FUND</th>
<th>(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)</th>
<th>(D) APPROVED BUDGET</th>
<th>(E) ADJUSTMENT</th>
<th>(F) ADJUSTED BUDGET</th>
<th>(G) PURPOSE</th>
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<td>2012-XX</td>
<td>101</td>
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**For Local Government Division use only:**

**ATTTEST:**
- **Title:**
- **(Date):**
- **Mayor/Board Chairman:**
- **(Date):**
## Budget Adjustment Report

### Adjustment Detail

Adjustments Posted 10/1/2011 - 12/31/2011

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Adjustment Number</th>
<th>Account Name</th>
<th>Adjustment Description</th>
<th>Packet Number</th>
<th>Date</th>
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<td>2,500</td>
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<td></td>
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<td></td>
<td>Add'l work for plumbing at Village Hall</td>
<td>GLPKT00473</td>
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<td>101-050-51060</td>
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<td>TRANSFER FUNDS FOR EMERG. MGR POSITIC</td>
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<td>3,400</td>
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Budget Adjustment Report

101-133-52109
BA0000027

101-135-51160
BA0000020

211-330-51060
BA0000042

211-430-53001
BA0000042

219-091-50010
BA0000032

219-091-50015
EA0000053

219-091-50040
BA0000032

219-091-50035
BA0000032

219-091-51009
BA0000032

219-091-51020
BA0000032

219-091-51030
BA0000032

215-091-52012
BA0000032

219-091-51020
BA0000032

219-091-51010
BA0000032

297-000-46101
BA0000070

297-360-51008
BA0000041

297-360-52000
BA0000041

297-369-52000
BA0000070

502-000-41030
BA0000050

502-000-45040
BA0000052

502-209-51400
BA0000018

502-209-52000
BA0000063

502-210-51003
BA0000048

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| Network Equipment | Increase for web site work un planned GLPK00357 | 10/17/2011 | 145,000 | -4,400 | 140,600 |
| Special Projects | Offset of donations from FY 11 to FY 1 GLPK00316 | 10/12/2011 | 6,000 | 3,629 | 9,629 |
| Safety Equipment | Transfer to increase funds in account GLPK00631 | 11/23/2011 | 10,630 | 3,000 | 13,630 |
| Equipment / Vehicles | Transfer to increase funds in account GLPK00631 | 11/23/2011 | 16,500 | -3,000 | 13,500 |
| FICA | GLPK00488 | 11/3/2011 | 2,124 | -870 | 1,254 |
| FICA | GLPK00488 | 12/6/2011 | 1,610 | -1,610 | 0 |
| Benefits RSVP | Not included in grant funds GLPK00683 | 11/3/2011 | 146 | -111 | 35 |
| Worker's Compensation | Worker's Comp GLPK00488 | 11/3/2011 | 0 | 2,516 | 2,516 |
| Recognition | Recognition GLPK00488 | 11/3/2011 | 0 | 35 | 35 |
| General Supplies | General Supplies GLPK00488 | 11/3/2011 | 500 | 4 | 504 |
| Telephone | Telephone GLPK00488 | 11/3/2011 | 1,427 | -1,427 | 0 |
| Volunteer Insurance | Volunteer Insurance GLPK00488 | 11/3/2011 | 0 | 815 | 815 |
| Travel & Schools | Travel/School GLPK00488 | 11/3/2011 | 0 | 350 | 350 |
| Vehicle Maintenance | Vehicle Maint GLPK00488 | 11/3/2011 | 38 | -38 | 0 |
| Prior Year Revenues | Expenditures incurred from prior yr funds GLPK00827 | 12/16/2011 | -56,526 | -42,116 | -98,642 |
| General Office Supplies | Transfer to increase office supplies GLPK00630 | 11/23/2011 | 26,550 | -2,000 | 24,550 |
| Contractual Services | Transfer to increase office supplies GLPK00630 | 11/23/2011 | 0 | 12,000 | 12,000 |
| Contractual Services | Expenditures incurred from prior yr funds GLPK00827 | 12/16/2011 | 0 | 12,000 | 12,000 |
| State Grants | State Grant not approved GLPK00677 | 12/4/2011 | -3,224,000 | 3,000,000 | -224,000 |
| Interest on Investments | Original Budget Overstated GLPK00680 | 12/4/2011 | -16,000 | 9,000 | -7,000 |
| Contingency Fund | Pulled from revenue reserves to pay inc ote GLPK00310 | 10/7/2011 | 600 | 40,000 | 40,600 |
| Contractual Services | Transfer to correct account GLPK00727 | 12/8/2011 | 48,000 | 0 | 48,000 |
| Contractual Services | Transfer for additional costs GLPK00725 | 12/8/2011 | 20,000 | 20,000 |
| Contractual Services | Transfer to correct account GLPK00727 | 12/8/2011 | 0 | -20,000 | 20,000 |
| Postage | Separating postage out of gen. supplies GLPK00673 | 12/2/2011 | 0 | 1,000 | 1,000 |

Adjustments Posted 10/1/2011 - 12/31/2011
<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>GL Code</th>
<th>Date</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
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Total 2011-2012 - 2011-2012: 6,754,824 348,306 7,103,130
# Budget Summary

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<td>7,103,130</td>
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<td><strong>6,754,824</strong></td>
<td><strong>348,306</strong></td>
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## Fund Summary

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<td><strong>348,306</strong></td>
<td><strong>7,103,130</strong></td>
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AGENDA MEMORANDUM
Village of Ruidoso

To: Mayor Alborn and Councilors

Presenter: J.R. Baumann

Meeting Date: February 14, 2012

Re: Purchase Caterpillar Soil Drum Compactor (Steel Wheel Roller)

Item Summary:

The 5 year lease agreement with Caterpillar Financial and the Village of Ruidoso for a Steel Wheel Roller has expired. The buyout price is $50,007.06. The Village of Ruidoso Street Department would like to purchase the equipment at this price.

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<td>216</td>
<td>290</td>
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Item Discussion:

The Village of Ruidoso Street Department wishes to purchase a Caterpillar Soil Drum Compactor (Steel Wheel Roller)- Serial Number CNG01838. The compactor is a CS-563E Model. This piece of equipment has been used, and is in the possession of the Street Department. The five year lease agreement has expired, with a buyout price of $50,007.06.

Recommendations:

The Village of Ruidoso Street Department respectfully requests permission to purchase this Soil Drum Compactor (Steel Wheel Roller) for the amount of $50,007.06. It is a vital piece of equipment for insuring the repair and maintenance of Village streets and Right of Way.

AGENDA MEMORANDUMS, ALONG WITH BACK-UP DOCUMENTATION, ARE DUE IN THE VILLAGE CLERK'S OFFICE BY 8:30 A.M. ON WEDNESDAY PRIOR TO THE CORRESPONDING MEETING (PER COUNCIL'S ADOPTED RESOLUTION #2011-02). THIS AGENDA MEMORANDUM WAS RECEIVED IN THE VILLAGE CLERK'S OFFICE ON:

Date and Time: 2/13/12 @ 9:36 AM

By: [Signature]

Initials

(Revised 1/11/11)
TO: Attention: VILLAGE OF RUIDOSO, NEW MEXICO

Company: VILLAGE OF RUIDOSO, NEW MEXICO
Fax#: 313 CREE MEADOWS DR., RUIDOSO, NM 88345

Customer: VILLAGE OF RUIDOSO, NEW MEXICO
Address: 001-0463917-000
Model/Serial#: CS-653E/CNG01838
Internal Code: 008

Buyout Date: 02/29/2012
Buyout Amount: $50,007.06
Sales Tax: $0.00
Cat Insurance: $0.00
Addtl. Taxes: $0.00
Late Charges: $0.00
Misc. Charges: $0.00
Actual Property Tax: $0.00
Estimated Property Tax: $0.00
Sales Tax on Property Tax: $0.00
Processing Fee: $0.00
Over Payment: $0.00

Total: $50,007.06

This buyout is based on the assumption that the 01/23/2012 & 02/23/2012 payments will be paid in full.

This payoff is not final or binding until all monies to satisfy the debt are collected by us.

If you have coverage through Cat Insurance on this contract and you wish to cancel (for example selling or trading in your equipment), you MUST complete an Insurance Cancellation Form with the appropriate date of cancellation. If not cancelled, you will continue to be billed for the insurance premiums and coverage will remain. Please contact our Customer Service Department at (800) 651-0567 ext 1640 if you need a cancellation form or have any questions.

Unless we have an additional security interest in the equipment in connection with another transaction, a UCC release will be filed electronically with the appropriate jurisdiction upon receipt and clearing of funds. All other documentation associated with this transaction will be sent to our customer unless written authorization is obtained from the customer prior to our receipt of the payoff funds instructing otherwise.

Buyer is hereby notified that the seller may assign its rights (but not its obligations) in the agreement to sell the asset(s) described herein to CF Exchange, LLC a qualified intermediary, as part of Section 1031 exchange. Please send payoff funds including the above referenced name and contract number to:

Prepared by: Brook Lewis
Remarketing

WIRE INSTRUCTIONS
CF Exchange, LLC - Citibank N.A.
FBO Caterpillar Financial Services Corp.
Acct #: 9995085748
ABA#: 021 000 089
ADDITIONAL INFO: For Caterpillar Financial Services Corp., Account 9992085748
Reference: LKE No.

MAIL ADDRESS
CF Exchange, LLC c/o NES
Attn: Treasury
50 West San Fernando Street, Suite 300
San Jose, CA 95113
Payable to: CF Exchange, LLC FBO of Caterpillar Financial Services Corp.
CATERPILLAR FINANCIAL SERVICES CORPORATION

LENDER: CATERPILLAR FINANCIAL SERVICES CORPORATION

39EE: VILLAGE OF RUDOSO, NEW MEXICO
ADDRESS: 313 CREE MEADOWS DR.
RUDOSO, NM 88345

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

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Unit(s)"), agrees to acquire and lease the Units to Lessee, and Lessee agrees to lease the Units from Lessor, subject to the terms and conditions below and on the following page(s):

Description of Unit(s):
(1) New CS-563E Caterpillar Soil Drum Compactor

Serial# GNO01838 Monthly Rent $1,947.00 Purchase Price $50,007.55

Rent to be paid: in arrears (starts one month after Delivery Date) and every month thereafter.

Lease Term: 60 Months

Utilization Date: January 8, 2007

Purchase Options: [ ] Cat Value (Section 14) [ ] Fair Market Value (Section 15) [ ] none is applicable to this Lease (check one)

Location of Unit(s): 313 CREE MEADOWS DR.
RUDOSO, NM 88345, LINCOLN
Depreciation Period: Lessee shall be entitled to depreciation deduction for each unit based on a recovery period of 6 years.

ADDITIONAL PROVISIONS:

RIDERS:

TERMS AND CONDITIONS OF LEASE

1. LEASE TERM: The Lease term for each Unit shall start on its Delivery Date (the date (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessor or its agent takes control or physical possession of the Unit, whichever is later), provided the Delivery Date is on or before the utilization date stated above, and shall continue for the number of months stated above. If the Delivery Date is not on or before the utilization date stated above, and shall continue for the number of months stated above. If the Delivery Date is not on or before the utilization date stated above, Lessor shall, at the option of Lessor, assume Lessor's obligations to purchase and pay for the Unit. Lessee shall execute and submit Lessor's Delivery Supplement to Lessor promptly after delivery of a Unit.

2. RENT: Lessee shall pay to Lessor, at Caterpillar Financial Services Corporation, PO Box 100647, Pasadena, CA 91111-0647, or such other location Lessor designates in writing, rent for each Unit as stated above starting (a) on its Delivery Date if the rent is to be paid in advance, or (b) one month (or other period as stated above) after its Delivery Date if the rent is to be paid in arrears. An amount equal to the first rent payment for each Unit must accompany this document when it is submitted to Lessor. If Lessor does not execute this document, the amount shall be returned to Lessee. If Lessor does not receive a rent payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to five percent (5%) of the rent payment not paid when due or the highest charge allowed by law, whichever is less. In addition to all other amounts that Lessee is required to pay hereunder, Lessee acknowledges and agrees that, subject to the terms hereof, Lessee shall pay all taxes, including all personal property taxes, arising from or due in connection with this Lease and/or the Unit(s). Lessee shall promptly reimburse Lessor for such payment.

3. NO ABATEMENT: Lessee shall not be entitled to abatement or reduction of rent or setoff against rent for any reason whatsoever. Except as otherwise provided, this Lease shall not terminate because of, nor shall the obligations of Lessor or Lessee be affected by, any defect in, damage to, destruction of, or loss of possession or use of a Unit; the attachment of any lien, security interest or other claim to a Unit; any interference with Lessee's use of a Unit; Lessee's insolvency or the commencement of any bankruptcy or similar proceeding by or against Lessee, or any other cause whatever.

4. DISCLAIMER OF WARRANTIES: Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT(S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS: a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, and c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

5. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store a Unit improperly, carelessly, unskilfully or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon a Unit; (c) sell a Unit, permit the use of a Unit by anyone other than Lessee, change the use of a Unit from that specified in the Application Survey/Useage Rider attached hereto or change the location of a Unit from that specified above, without the prior written consent of Lessor; or (d) create or allow to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or a Unit. Lessee agrees to maintain a Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as stated in any applicable manufacturer's guide, service manual, or lubrication and maintenance guide. Lessee shall not alter any Unit or affix any accessory or equipment to it if doing so will impair its originally intended...
function of or use its value. Lessee may not make any "non-recoverable" addition (as defined for federal income tax purposes) to a Unit without the prior written consent of Lessor. Any alteration or addition to a Unit shall be the responsibility of and at the sole risk of Lessee. If in Event of Default has occurred and is continuing, all parts, accessories and equipment affixed to a Unit shall become property of Lessor.

6. TAXES: Lessee shall pay promptly or reimburse Lessor for all fees and taxes of any nature (including any and all personal property taxes) and received at any time, together with the penalties, fines or additions to tax and interest thereon (all of the foregoing hereafter the "Impositions"), levied upon by any taxing authority with respect to or in connection with a Unit during the period of the Lease regardless of when notice of such Imposition is received by Lessee. Lessor shall remain responsible for the payment or reimbursement of any Impostion levied upon the Lessee at any time for which the terms of the statutes imposing the tax expressly relieve Lessor or Lessee from the payment of any Impositions which Lessor or Lessee would otherwise be obligated to pay. Lessor shall notify Lessee in writing of any reasonable estimate or the actual Imposition. If the reimbursement to Lessor of Lessee's portion of any Impostion is not received within 30 days of the date of such Imposition, Lessee shall pay to Lessor the amount of any such Impostion which Lessor would have received if no such Impositions were payable. Lessee shall prepare and file, in a manner satisfactory to Lessor, any report or Return Code of 1986, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. TAX LIABILITY: This Lease is entered into on the basis that Lessor shall be entitled to (a) deduction prescriptions with respect to a Unit, in accordance with Section 166(c) of the Internal Revenue Code of 1986, as amended (the "Code"), based upon the applicable depreciation method and recovery period specified in Sections 168(b) and (c) of the Code as stated in (i) through (iv), below shall be the sole right or remedy to claim, or if there shall be disallowed, defused or repudiated with respect to Lessor, any of the Tax Benefits with respect to which, in the reasonable opinion of Lessor, will cause Lessor's net benefit of return over the term of this Lease in respect to the Unit to equal the net after-tax return of the property or other interest in the Unit.

8. LOSS OR DAMAGE: Lessee shall bear the risk of, any Casualty Occurrence (the Unit is worn out, lost, stolen, destroyed, taken by governmental action or, in Lessor's opinion, irreparably damaged) or other damage from the time it is purchased by Lessor until it is returned to Lessee. Lessee shall make, promptly restore the Unit to the condition required by Section 5. If a Casualty Occurrence, Lessee shall pay to Lessor within thirty (30) days following the Casualty Occurrence, the amount equal to the lesser of (a) the total gross value of all rents originally due, plus all other amounts then owing and unpaid, and (b) the aggregate then due and payable under the terms of the Lease, plus the Unit's projected Fair Market Value at the end of the lease term, as determined by Lessor at time of notice, after allowing for any insurance or other reasonable deductions.

9. WAIVER AND INDULGENCE: LESSOR HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS OF LESSEE OR THIRD PARTIES, INCLUDING CLAIMS BASED UPON WAIVER OF WARRANT, PERSONAL INJURY, PROPERTY DAMAGE, STRICT LIABILITY OR NEGLIGENCE, FOR ANY LOSS, DAMAGE OR INJURY CAUSING TO OTHERS OR CAUSE OF DESIGN, MANUFACTURE, SELECTION, DELIVERY, CONDITION, OPERATION, USE, OWNERSHIP, MAINTENANCE OR REPAIR OF ANY UNIT. THIS FURTHER, LESSOR HEREBY AGREES TO BE RESPONSIBLE FOR ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY LESSOR OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS IN DEFENDING SUCH CLAIMS OR IN ENFORCING THIS PROVISION. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

10. INSURANCE: Lessee, at its expense, shall keep each Unit insured for the benefit of Lessor against all risks for not less than its Casualty Value and shall maintain comprehensive public liability insurance (including product and broad contractual liability) covering the Unit for not less than $1,000,000 combined coverage for bodily injury and property damage. All insurance held by or for the benefit of Lessor shall be subject to the provisions of this Lease. Lessor shall name Lessee as a co-insured as required by the insurance company as an additional insured. Lessee shall also procure insurance in the amount of its Casualty Value and make Lessor a beneficiary of such insurance. All insurance certificates shall be delivered to Lessor before the commencement of the Lease and shall be kept in force for the period of the Lease and shall be continued for a period of not less than sixty (60) days beyond the termination of the Lease. Any such insurance shall be on terms and conditions satisfactory to Lessor. If any such insurance shall expire or lapsed, Lessor shall have the right to procure such insurance at the expense of Lessee and to charge the expense to Lessee. All insurance policies shall contain a waiver of subrogation.

11. EVENTS OF DEFAULT: Each of the following constitutes an event of default ("Event of Default"): (a) Lessee fails to make any payment when due; (b) any representation or warranty to Lessor or the Lease shall prove to be false or misleading; (c) Lessee shall not have made, in form or substance, any payment or commitment; (d) if receiver in bankruptcy, receiver in bankruptcy, trustee in bankruptcy, or trustee in bankruptcy for the benefit of creditors, involuntary petition filed under any bankruptcy, reorganization, assignment for the benefit of creditors, or any other similar proceeding for the benefit of creditors, or the appointment of a receiver, trustee, custodian or similar official to take possession of the property of Lessee; (e) this Lease ceases to be in effect by reason of any act of Lessee; (f) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (g) the Unit is destroyed or seriously damaged by fire or casualty; (h) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (i) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (j) this Lease ceases to be in effect by reason of any act of Lessee; (k) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (l) this Lease ceases to be in effect by reason of any act of Lessee; (m) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (n) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (o) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (p) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (q) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (r) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (s) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (t) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (u) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (v) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (w) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (x) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (y) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease; (z) Lessor, after due notice to Lessee, is not in arrears in the payment of any part of the Lease.
14. **CAT VALUE OPTION:** If Cat Value Option has been checked, and if an Event of Default shall have occurred and be continuing, Lessee may, by notice delivered to Lessee not reasonable estimate of the Fair Market Value of the Unit at the end of the term. Upon receipt of the purchase price, plus any taxes due in connection with the sale of the Unit, Lessee "AS IS, WHERE IS, WITH ALL FAULTS."

15. **FAIR MARKET VALUE OPTION:** If Fair Market Value (FMV) is checked: If no Event of Default shall have occurred and be continuing, Lessee may, by notice delivered to then Fair Market Value of the Unit. Fair Market Value is the amount which should be-obtained in an arms-length transaction between an informed and willing buyer under no costs of removal from the current location shall not be a deduction from such value. If Lessor and Lessee have not agreed upon the Fair Market Value of the Unit or (4) to the American Arbitration Association for appointment of an arbitrator with be conclusively binding upon Lessor and Lessee. The expenses and fees of the arbitrator will be paid by Lessee. Upon receipt of the purchase price, plus any taxes due in connection Lessor. Failure of Lessee to apply for appointment of an arbitrator shall be deemed a rescission of the election to purchase the Unit.

16. **LESSEE ASSURANCES AND REPRESENTATIONS:** Lessee and Lessor intend that this Lease shall be a "true lease" of the Unit(s), and not a sale of the Unit(s). Title to the security interest in the Unit(s), and all replacements or substitutions thereof, and any proceeds therefrom, including, but not limited to, proceeds in the form of chattel paper as security interest in the Unit(s).

Lessor shall, at its expense, do any act and execute, acknowledge, deliver, file, register and record any documents which Lessor deems desirable in its discretion to protect Lessor's title or rights in a Unit and Lessor's rights and benefits under this Lease. Lessor hereby irrevocably appoints Lessor as Lessor's attorney-in-fact for the signing and filing of such documents.

Lessor represents and warrants to Lessee that (a) Lessor has the power to make, deliver and perform under this Lease, (b) the person executing and delivering this Lease is authorized to do so on behalf of Lessor, and (c) this Lease constitutes a valid obligation of Lessor, legally binding upon it and enforceable in accordance with its terms. Lessor shall, during the lease term, remain a Governmental registered in the state of NM ("Business Location"); and Lessee will not change its form of business organization or Business Location without prior written notice to Lessor.

17. **ASSIGNMENT; COUNTERPARTS:** The rights of Lessor under this Lease and title to the Unit may be assigned by Lessor at any time. If notice, Lessee shall make all payments due under this Lease to the party designated in this notice. In the event of a default, without the prior written consent of Lessor. This agreement shall be binding upon and benefit Lessor and Lessee and their respective successors and assigns. If this Lease is assigned by Lessor, the party or parties to the agreement shall also include, for purposes of Sections 4, 5, 8, 9, and 10, each designated herein as the "trustee" shall have the same rights and powers of the trustee hereunder that it has as trustee herein. The trustee shall not be liable for any act or omission of any person exercising any of the rights or powers given herein. The trustee shall be responsible to the Lessor. If the Lessee assigns its rights to the Lessee, the Lessee shall be responsible for all obligations of the Lessee under this Lease. Any assignment of the Lessee shall survive the expiration or termination of this Lease to the extent required for the full performance of all obligations of the Lessee under this Lease.

18. **EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF LEASE; NOTICES:** A delay or omission by Lessee to exercise any right or remedy shall not impair any right or remedy and shall not be construed as a waiver of any breach or defaults. Any waiver or consent by Lessor must be in writing. This Lease completely states the right of Lessor and Lessee and supersedes all prior agreements with respect to a Unit. No variation or modification of this Lease shall be valid unless in writing. All notices shall be in writing, and delivered to the other party at the address stated on the front or at such other address as may hereafter be furnished in writing.

This Agreement shall be governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles thereof, and Lessor hereby consents to the jurisdiction of any state or federal court located within the State of Tennessee. THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL.

19. **SEVERABILITY; SURVIVAL OF COVENANTS:** If any provision of this Lease shall be void under any law, it shall be deemed omitted but the remaining provisions hereof shall be given effect. All obligations of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for the full performance thereof.

**Lessee:** VILLAGE OF RUIDOSO, NEW MEXICO

**By**

**Name (PRINT)** Lawrence R. Munsey

**Title** Mayor

**Date** December 19, 2006

**Lessee:** CATERPILLAR FINANCIAL SERVICES CORPORATION

**By**

**Name (PRINT)**

**Title**

**Date**
Good Afternoon Sandy,

Per our conversation, please see attached a buyout for the CS-563E you currently have out on lease with us terming 2/23/2012. The buyout is good thru 02/29/2012 and reflects the purchase option (assuming January and February payments are paid in full). Please let me know if you have any questions.

Thanks,

Brook

Brook Lewis
Remarketing CSR II
Caterpillar Financial
2120 West End Avenue, Nashville, TN 37203
P: 615-341-8187 F: 615-321-1577 E: brook.lewis@cat.com
GUARANTEED BUY-BACK

As part of the agreement between Wagner Equipment Co. and Village of Ruidoso, for the Lease or Purchase of Caterpillar, Model CS563E, S/N CNG01838 delivered on September 15, 2006, we offer to buy this unit back either when the machine accumulates 5 years, or 7,500 hours from the date of delivery, whichever occurs first, for $50,007.00. Execution of this offer can only occur when you have settled your financial obligation on this equipment. It will not commit you to trading this unit in on another Caterpillar machine, but will be subject to the following conditions:

1. Machine must be in good and complete operating condition.

2. Machine must be equipped with all attachments and options as originally delivered.

3. All tires/undercarriages must have at least 50% wear remaining with no significant damage to carcass or any undercarriage components.

4. All windows in cab must be intact and free of cracks.

In the event this Buy-Back offer is executed, any variation in machine condition from those described above will be negotiated and may affect the re-purchase price.

Offered by: Wagner Equipment Co.

Date: 09/29/06

Accepted by: Village of Ruidoso

Date: 1-10-02
October 13, 2006

Village Of Ruidoso
Jr Baumann
313 Cree Meadows Drive
Ruidoso Nm 88345

Dear Jr,

Thank you for recently taking delivery of the Cat CS-563E AV from Wagner Equipment Co. You and I are both aware that there are many sources in today’s marketplace for machines, and I sincerely appreciate you selecting Wagner Equipment Co.

I want you to know that we do not take your business for granted – I cannot emphasize enough how much we value your business. We look forward to building on this relationship together.

I trust that your experience with us so far has been excellent. It’s our objective to effectively meet and hopefully exceed your expectations – and it’s important to know if our company accomplishes this in your eyes. I’m asking for your honest opinion.

Over the next year, you may receive one or more surveys from us asking you to evaluate our performance in a number of departmental areas. Please take a moment to fill these out and return them in the self-addressed envelope. Your feedback will help improve our future service to you.

I want to assure you that we have made these surveys as concise as possible, as I know that your time is valuable. I personally appreciate any insight you can provide to help us insure our performance is the best in the industry and more importantly we meet or exceed your expectations.

Again, thank you for your business, and your support. On behalf of all of us at Wagner Equipment Co., I look forward to building a lasting partnership that benefits both of us.

Sincerely,

Bruce S. Wagner
President
CS-563E
CP-563E
Vibratory Soil Compactors

Cat 3056E ATAAC Turbocharged Diesel Engine
Gross Power 112 kW 150 hp
Drum Width 2134 mm 84"

Operating Weight (with ROPS/FOPS cab)
<table>
<thead>
<tr>
<th></th>
<th>CS-563E</th>
<th>CP-563E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11 490 kg</td>
<td>11 880 kg</td>
</tr>
<tr>
<td></td>
<td>25,247 lb</td>
<td>26,195 lb</td>
</tr>
</tbody>
</table>
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn and Councilors

FROM: Internal Finance/Audit Committee
Debi Lee, Village Manager

Meeting Date: January 25th, 2011

Re: Discussion and Possible Action to Fund the Boys and Girls Club of Sierra Blanca

Item Summary:

The Boys & Girls Club of Sierra Blanca have just recently formed and are requesting funding to assist them in their programming.

| Fund: General | Line Item: 101-010-52000 | Budgeted Amount: $62,500 | $16,126 Available |

Item Discussion:

Mr. Tim Coughlin has made a presentation to the Internal Finance/Audit Committee and is requesting $15,000 to support their start-up costs which are outlined in the attached January 22, 2012 letter. The IFAC members are currently reviewing their financials and proposed budget and will be making a recommendation at the Council Meeting on Tuesday.

Currently, the FY 11-12 Budget Legislative – Contract Services allocated funding for:
- Arts Commission - $5,000
- Lincoln Co. Collaborative – Juvenile Services - $5,000
- PAWS- $5,000
- Lincoln County Transit $28,874
- Financial Advisor $2,500
- Other as Approved by the Village Council $16,126

Recommendations:

Motion to approved funding for the Boys and Girls Club as recommended by the Internal Finance/Audit Committee.
January 22, 2012

Debi Lee
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

Dear Ms. Lee,

Thank you for the opportunity to allow the Boys and Girls Club of Sierra Blanca to continue with our request for funding assistance from the Village of Ruidoso. This assistance will help to support our programs available to the youth of the Village of Ruidoso. With your permission, we would like to provide a presentation to the Finance Committee and the Village Council meeting and answer any questions there may be.

I have attached an information sheet about the Boys and Girls Club of Sierra Blanca. Our board has identified the need in our community and has made great strides in completing the steps that bring us very close to applying for our charter. During our first week signing up members, we nearly filled the initial 100 membership slots. With a new Board and new management, we have taken the typical timeline of over a year to open a new club and have reduced it to about 6 months. The Boys and Girls Club of Sierra Blanca is scheduled to open on March 5, 2012.

You may have noticed through numerous media reports, that we have received strong support by various community leaders, organizations and service groups. We have worked hard to cultivate a strong sense of community and in turn these individuals, groups and organizations have put their trust in us by making donations to assist us in obtaining the necessary funding and become partners in support of our youth.

Our programs will include tutoring, Money Matters, Career Launch, martial arts and a safe haven for our youth. We have had volunteers contact us about teaching our members dancing, cooking, sewing, art, music, drama, knitting, sports and many other subjects. Our concession stand outside the gym will be a youth run business where the members will be required to develop a business plan, staff, purchase and operate the stand while insuring that it operates at a profit. This summer, we will once again provide our summer food program providing an approved nutritious meal to anyone 18 and under at no charge, with plans to exceed the 13,000 plus meals served last year.
Funding assistance will allow us to:

- Install computers systems, software and child filters that will be available to our members for homework assistance and research.
- Install software that will allow us to track member attendance and progress through our programs. This software will allow us to help assure our members safety and gather information that will assistance us in obtaining program grants.
- Provide additional resources that will allow us to expand our physical fitness and exercise programs to help keep our members physically fit.
- Provide materials and tutors that will allow us to assist our members with their educational needs, to increase their success at school and help to ensure that all members will graduate with a high school diploma.
- Make needed repairs to refrigeration and obtain kitchen equipment. This will enable us to provide healthy snacks and meals along with instruction to our members of healthy cooking methods.
- Expand other programs to help our kids become excellent future members of our community.

Our funding assistance request is for $15,000.00.

This is truly a community project that will not only help the kids of our area, but will help reduce the stress on working parents and employers. Together WE can make a difference in the lives our children, our future leaders and our community.

Thank you for your in advance for your consideration.

Sincerely,

Tim Coughlin

Executive Director
Boys and Girls Club of Sierra Blanca
575 973-5469 cell
HISTORY
The Community Youth Center Warehouse, a 501(c)3 corporation met with representatives of the Boys and Girls Club of America during the early summer of 2011 to explore transitioning into a Boys and Girls Club, to better serve a greater number of youth in Lincoln County. After many weeks of gauging the response from the community and doing research into how this can affect the youth of our area, the Board of Directors approved to become a Boys and Girls Club by a unanimous vote.

BOYS AND GIRLS CLUBS OF AMERICA STATISTICS
Over 4 million kids are members in over 4,000 clubs located in public schools and public housing, on Native American lands, in rural areas and inner cities – everywhere kids need them most.

COMMUNITY NEED
Currently there are no daily organized programs for youth once they reach the middle school ages, local day care providers and after school programs are only available to those youth up to elementary school age. Programs that are available to elementary school youth are unaffordable to struggling families. Local communities do not have the facilities or budgets to provide such programs to their citizens.

Available census data indicates that Lincoln County has a population of approximately 20,497 residents. Of that number, 19% are under the age of 18 (3894 youth). Additionally about 17.4% of the people live under the poverty level. The 2010 census data for the Village of Ruidoso indicates a population which includes 1461 youth under age 18 and approximately 14% of the overall population living below the poverty line.

According to the Juvenile Probation, Parole Office, when comparing the first 9 months of 2011 to all of 2010 there has been an increase of over 50% in referral cases and there are still 3 months left to report for the year. Nationally, 15.1 million kids are left unsupervised after school and most juvenile crime occurs between the hours of 3pm to 7pm.

Nationally 30% of kids will not graduate high school, which greatly affects their earning potential and has an impact on the economic health of their communities.

BOYS AND GIRLS CLUB RESPONSE
The Boys and Girls Club of Sierra Blanca will be available to all youth within Lincoln County and parts of the Mescalero Apache Indian Reservation. The membership fees will be $10 per month which will allow the members to access the programs offered everyday from 2:30pm to 6:30pm. By making ourselves available to those that need us the most, we hope to attract those that have no supervision and are most at risk.

During the days when school is out of session, the Club will be open from 7:30am to 6:30pm for an additional fee of $10 per day. Scholarships will be available for those in need so that no youth are excluded.
In order to help kids succeed in school and graduate, tutoring and homework help will be available through collaboration with ENMU-Ruidoso. Nationally, over 90% of Boys and Girls Club members graduate High School.

PROGRAMS
The Boys and Girls Club of America has a well defined list of programs available to its members.

A sample of these programs are:
Nutritional snacks and lunches
Power Hour. Homework help and tutoring.
Be Great. A high school dropout prevention program.
Career Lunch. Mentoring, job shadowing and job search skills for teens.
Money Matters. Promotes financial responsibility and independence among teens.
Passport to Manhood. Promotes and teaches responsibility in boys ages 11 to 14.
Delinquency and Gang Prevention / Intervention Initiative.

FACILITIES
The programs and members of the Boys and Girls Club of Sierra Blanca will exceed the space available at the current location of the Community Youth Center Warehouse. The existing space will be utilized for teen dances and become our teen club.

The Boys and Girls Club of Sierra Blanca has obtained a lease from the Ruidoso Municipal School District for facilities at the Horton Complex (old Middle School). The area we will be using will include the upper gym, classrooms, cafeteria, kitchen, hallways, four restrooms and additional space to grow as needed. Overall the space is estimated to be over 25,000 sq feet.

COLLABORATIONS/PARTNERSHIPS
Collaborations and partnerships with various groups and organizations are the backbone our operations. This allows us to share the valuable resources available in a small community. These collaborations and partnerships include:
Community United Methodist Church
Ruidoso Municipal School District
Lincoln County Juvenile Justice Board
Lincoln County Teen Drug Court
Lincoln County Juvenile Probation, Parole Office
ENMU – Ruidoso

FUNDRAISING CAMPAIGNS
Our current fundraising campaigns include:
Facility naming opportunities
Opportunities exist to name our new facility, classrooms and hallway.
Founders Club
This is a limited opportunity to be listed on a metal plaque to be mounted inside our new club as a founding member. The Founders Club will be closed upon our charter application. Minimum donation is $1000.
General Donation
General donation levels are available from $50 to $500
BOARD OF DIRECTORS
Wade Proctor, President. Ruidoso Police Detectives Commander
Catherine Cox, Vice President. Juvenile Probation, Parole Officer
Carole Wiberg, Treasurer. Investment Counselor
Beverly Rankin. Ruidoso Municipal Court Judge.
Angie Lane. Director of Food Services, Ruidoso Municipal School District.
Jennifer Chimal. Assistant Director, Boys and Girls Club of Mescalero.
Ed Spurr. Community United Methodist Church.
Lori Carpenter, GIS Technician, President Friends of the Musical Arts
Michael Friberg, Ruidoso Firefighter, Vice President Lincoln County Youth Soccer League

STAFF
Tim Coughlin, Executive Director.
Additional staff to be recruited prior to opening the Club.
# Community Youth Center Warehouse
## Balance Sheet
### As of January 31, 2012

<table>
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<td><strong>ASSETS</strong></td>
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<td><strong>Current Assets</strong></td>
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<td>Checking/Savings</td>
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<td>City Bank New Mexico</td>
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<tr>
<td><strong>Total Checking/Savings</strong></td>
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<td><strong>Total Current Assets</strong></td>
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<td><strong>Total Fixed Assets</strong></td>
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<td><strong>TOTAL ASSETS</strong></td>
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<td><strong>LIABILITIES &amp; EQUITY</strong></td>
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<td><strong>Equity</strong></td>
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<td>Opening Balance Equity</td>
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<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
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Community Youth Center Warehouse  
Profit & Loss  
January through December 2011

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<thead>
<tr>
<th>Ordinary Income/Expense Income</th>
<th>Jan - Dec 11</th>
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<td>Direct Public Support</td>
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<tr>
<td>Corporate Contributions</td>
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Community Youth Center Warehouse  
Profit & Loss  
January through December 2011

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<td>Travel and Meetings</td>
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<td>Conference, Convention, Meeting</td>
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<td>Travel</td>
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Boys and Girls Club of Sierra Blanca
2012 Budget
12 Month Projection

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<table>
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**Net Income** $0.00