CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

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1. Approval of Governing Body Minutes.  
   April 6, 2010 Workshop Meeting  
   April 13, 2010 Regular Meeting

2. Approval of Amendment to Memorandum of Understanding with the County of Lincoln as the Administrative Authority for Lincoln County Sheriff's Office for DWI Enforcement Activities and Reimbursement of Costs, from $4,000.00 to $2,000.00.

3. Approval of Amendment to Memorandum of Understanding with the City of Ruidoso Downs as the Administrative Authority for the Ruidoso Downs Department of Public Safety for DWI Enforcement Activities and Reimbursement of Costs, from $4,000.00 to $6,000.00.

4. Adoption of Resolution 2010-14, a Resolution of the Council of the Village of Ruidoso, New Mexico, Authorizing the Submission of a New Mexico Recreational Trails Program Grant Application to the Energy, Minerals and Natural Resources Department (ENMRD) Parks Division; and Authorizing Mayor Gus Raymond Alborn to Act as the Village's Chief Executive Officer and Authorized Representative in all Matters Pertaining to the Village's Participation in the Recreational Trails Program (RTP) Grant Program.

MAYORAL REPORTS AND PRESENTATIONS.

| Proclamation: April 16, 2010 was “Golden Apple Foundation of New Mexico Tribute to Teacher Excellence Day”. |
| Proclamation: May 2 – 8, 2010 as “Municipal Clerks Week”. |

REPORTS FROM MUNICIPAL OFFICIALS.

VILLAGE MANAGER REPORT.
PUBLIC INPUT.

PUBLIC HEARINGS.


REGULAR ITEMS.
1. Discussion and Possible Action on Village of Ruidoso and City of Ruidoso Downs Regional Wastewater Treatment Plant Audit Report for Fiscal Year 2007-2008.


3. Discussion and Possible Action on Adoption of Resolution 2010-15, a Resolution in Support of Sensible Reform of the 1872 Mining Law.

4. Discussion and Possible Action to Authorize Mayor to Sign Contract with FNF New Mexico, LLC for Paving of Paradise Canyon Road and to Authorize Staff to Issue Notice to Proceed.

5. Discussion and Possible Action to Approve Joint Powers Agreement with the Board of Education for the Ruidoso Municipal School District for Placement of One (1) School Resource Officer (SRO).

6. Discussion and Possible Action to Approve Disclaimer of Interest for Property Located at the Southeast Corner of Mescalero Trail and Nob Hill Road.

7. Appointment and Approval of James A. Stoddard as Mayor Pro Tem.

8. Appointment and Approval of Chief of Police and Administration of Oath of Office.

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.


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 2010-05. 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.
***TENTATIVE MEETINGS/PUBLIC HEARINGS:***

<table>
<thead>
<tr>
<th>Workshop Meeting:</th>
<th>Thursday, April 29, 2010 9:00 a.m. – 12:00 p.m.</th>
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<tr>
<td>Presentations by Bridge Vendors</td>
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<tr>
<td>Special Meeting:</td>
<td>Thursday, April 29, 2010 at 1:00 p.m.</td>
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<td>Selection of Bridge Vendors</td>
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<tr>
<td>Workshop Meeting:</td>
<td>Wednesday, May 12, 2010 4:30 p.m. – 6:00 p.m.</td>
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<td>TOPIC: Forestry</td>
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***PLEASE NOTE: THE ABOVE DATES ARE ONLY TENTATIVE AND WILL NOT BE FINAL UNLESS NOTICES ARE PUBLISHED.***
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Alborn & Village Council
From: Irma Devine, CMC
Village Clerk
Date: April 27, 2010
Re: Approval of Council Meeting Minutes

Item Summary:
Approval of Minutes from Council Meetings:
April 6, 2010 Workshop Meeting
April 13, 2010 Regular Meeting

| Fund-Division: | N/A | Line Item: | N/A | Budgeted Amount: | N/A |

Item Discussion:
N/A

Recommendations:
Approval of Minutes from Council Meetings:
April 6, 2010 Workshop Meeting
April 13, 2010 Regular Meeting
Mayor Gus Raymond Alborn called the Joint Workshop Meeting of the Governing Body of the Village of Ruidoso with the Planning and Zoning Commission to order at 4:30 p.m. Councilors Salas, Shaw, Dean, and Stoddard were recorded present. Councilors Williams and Rebstock were recorded absent. Planning and Zoning Commission members present were John Cornelius, Arthur Hinz, Larry Wimbrow, and Gloria Sayers. Members absent were Beth Hood, Don Dutton, and Fred Cowan. Municipal employees present were Debra Lynne Lee, Village Manager; William P. Morris, Deputy Manager; and Irma Devine, Village Clerk. There was no Village legal counsel present. There were approximately 12 visitors present.

Mayor Alborn stated the purpose of the Workshop meeting was as followed:

Discussion on Village of Ruidoso Comprehensive Plan.

William P. Morris stated the Village of Ruidoso adopted the 2006 Comprehensive Plan at a cost of approximately $225,000.00 and established a Comprehensive Plan Task Force. Mr. Morris stated it was determined there were some issues with the Comprehensive Plan as followed: 1) was extensive; 2) relied on approximately 30 other plans to implement; 3) was a cookie-cutter model; 4) incorporated many buzz words; 5) did not have measurable goals, objectives, and policies; 6) did not contain a clear direction for the Village; and 7) was a very confusing plan to work with. Mr. Morris stated the proposed Plan contained 14 Elements as followed: 1) Basic Introduction; 2) Implementation; 3) Economic; 4) Water; 5) Future Land Use; 6) Recreation and Open Space; 7) Transportation; 8) Environment and Historical; 9) Energy Conservation; 10) Higher Education; 11) Arts and Culture; 12) Changing Demographics; 13) Regional Cooperation; and 14) Capital Improvements. Mr. Morris stated the following: each element contained at least one goal, one objective, and one policy; goals were overriding concepts of where the Plan should go; measurable objectives were used to implement those goals; implementation strategies were the policies designed to inform what would be done by whom and by when; the future land use map was different than the zoning map; the goals of the Implementation Element were to ensure that the rules and criteria related to land use contained in the Village Code were consistent with the 2010 Comprehensive Plan and the Plan would be updated on a regular basis; the goals of the Economic Element were to encourage a more vital and diverse economy that provided greater support for local businesses and to maintain an economic vibrant midtown; the goal of the Water Element was to provide adequate water for full time residents and visitors even during severe drought conditions; the goal of the Future Land Use Element was to allow for a moderate amount of planned redevelopment, infill, and sustainable growth that complimented the natural and cultural landscapes and had compatible visual character with historic development; the goals of the Recreation and Open Space
Element were to diversify and expand recreational facilities that promoted a healthy lifestyle for all ages and to create linkages between “walkable” and “bikeable” areas of the community; the goals of the Transportation Element were to continue to develop an improved transportation network that accommodated all users and expanded transit options for residents and visitors; the goals of the Environmental and Historical Element were conservation of the natural mountain landscape and open space and to encourage the preservation of the Village’s historical roots; the goal of the Energy Conservation Element was to limit the Village’s carbon footprint, both for the private and public sector construction; the goal of the Higher Education Element was to promote the Village of Ruidoso as a “college town”; the goal of the Arts and Culture Element was to develop and encourage the promotion of the arts and culture within the Village; the goal of Changing Demographics Element was to encourage assisted living service for seniors; the goal for the Regional Cooperation Element was to foster enhanced mutual cooperation with other local jurisdictions; and the goal of the Capital Improvement Element was to utilize a Capital Improvements Program to coordinate the timing and to prioritize the delivery of public facilities and other capital projects in conformance with the Comprehensive Plan.

Mr. Morris stated the Comprehensive Plan was a long-range planning process and a Village-wide effort, which would include other entities and private sector parties. Councilor Stoddard stated some of the deadline dates did not seem realistic and the issue needed to be revisited. Mr. Morris stated the proposed Plan should be revisited within three to six months to determine what the actual programming requirements were for all the responsible Department Directors. Councilor Salas stated the proposed Plan Elements were not prioritized and should be made known to the public. Mr. Morris stated the implementation was not in any type of sequential order. Councilor Shaw recommended dates be reviewed.

Mayor Alborn recessed the workshop meeting at 5:22 p.m. and reconvened at 5:27 p.m.

Debra Lynne Lee stated the following: a Comprehensive Plan was a guideline, concept, and/or wish list; the purpose of placing timelines was to hold people accountable; each Village Department had a section they would be responsible for; the Planning and Zoning Commission could review the Plan and Department Directors could report progress made; and the Plan assisted the Village in applying for grants, seeking outside funding, budget setting, and served as a checklist for staff for day to day operations. Ms. Lee stated the Goal was to introduce the Comprehensive Plan to the new Planning and Zoning Commission and the new Council members prior to having the public hearing. Councilor Shaw recommended adopting the Comprehensive Plan and then adopting the timelines by Resolution in order for them to be changed without complicating the process. Ms. Lee stated all the dates could be removed from the proposed Plan and a Resolution introduced at a following meeting. Councilor Shaw stated a disclaimer should be added to the document explaining that it was not published in order of priorities. Ms. Lee stated the Plan was a working document and was customized to meet the specific needs of the Village and staff. Mayor Alborn recommended Council prioritized some of the projects at the Council Retreat. Ms. Lee stated the disclaimer could specify that the dates signified a potential completion and priorities would be set by Council by Resolution. Councilor Salas stated the Comprehensive Plan Task Force held several public hearings, which
resulted in the proposed Comprehensive Plan and should be taken to Council for adoption in order to move forward. Rick Albers stated the following: some elements in the Plan would not require funding; Ordinance changes needed to be made; and different elements needed to be reviewed and organized correctly. After further discussion, Ms. Lee stated the disclaimer should specifically state that the dates were for guidance purposes only and that priorities would be established by Council during a goal setting session. After further discussion, Mayor Alborn stated the document could be adopted by Council at the regular Council meeting of April 13, 2010, with the understanding that Council would go through and prioritize the document in order to move forward. Ms. Lee suggested, during goal setting session, a half-day be scheduled in order to discuss priorities with the participation of Department Directors to inform Council how reasonable and realistic the goals and objectives were as they related to the Plan and other goals and objectives outside the Plan.

There being no further business to come before the Governing Body, Mayor Alborn adjourned the workshop meeting at 6:18 p.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved this 27th day of April 2010.

APPROVED:  
Gus Raymond Alborn, Mayor

ATTEST:  
Irma Devine, Village Clerk
Mayor Gus Raymond Alborn called the regular meeting of the Governing Body, Village of Ruidoso to order at 4:30 p.m. by calling for a moment of silence and the Pledge of Allegiance. Councilors Salas, Williams, Rebstock, Shaw, Dean, and Stoddard were recorded present by roll call. Municipal employees present were Debra Lynne Lee, Village Manager; William P. Morris, Deputy Manager; Irma Devine, Village Clerk; Bertha Randolph, Deputy Clerk; Dick Cooke, Forestry Director; Nancy Klingman, Finance Director; and Richard Swenor, Interim Chief of Police. Village legal counsel present was Daniel A. Bryant. There were approximately 21 visitors present.

Mayor Alborn stated the Governing Body was not in the position to criticize, demean, etc. any Village Employees in a public forum and, if there were problems with any Village employees, his office was available any time for those issues to be discussed.

Councilor Rebstock moved to approve the agenda with the amendment to remove Regular Item #3, Discussion and Possible Action on Joint Powers Agreement with the Board of Education for the Ruidoso Municipal District for Placement of One (1) School Resource Officer. Councilor Salas seconded and the motion carried with all ayes.

Councilor Rebstock moved to approve the consent regular items:

1. Approval of Governing Body Minutes.
   March 30, Regular Meeting

2. Approval of Lodgers Tax Special Event Funding in the Amount of $3,000.00 for "Art Expo" for Current Fiscal Year 2009-2010.

3. Approval of Agreement With Ruidoso News for Classified Advertising.

4. Approval of Memorandum of Understanding with the City of Ruidoso Downs for Public Safety Answering Point Dispatch, in the Amount of $24,000.00.

5. Approval of Joint Powers Agreement with the New Mexico Department of Public Safety, State Police Division for Office Space Lease at the Ruidoso Police Department Building, in the Amount of $22,000.00.


7. Approval of Contract Between the Village of Ruidoso Police Department and the Ruidoso High School for Police Services at Home Sporting Events.
8. Adoption of Resolution 2010-12, a Resolution of Support and Commitment to the Funding of the 2009-2010 New Mexico Department of Transportation CO-OP for Chip Seal of Various Roads Within the Village of Ruidoso.

9. Adoption of Resolution 2010-13, a Resolution of Support and Commitment to the Funding of the ARRA Funded Project to Repave Paradise Canyon.

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

Under Mayoral Reports and Presentations, Mayor Alborn proclaimed April 17, 2010 as V-Day in Ruidoso, New Mexico.

Under Village Manager Reports, Debra Lynne Lee highlighted the following: the panels were installed in the Water Billing and Planning and Zoning Departments for added security; a pre-construction meeting for the Paradise Canyon Project was scheduled for April 15, 2010 at 1:30 p.m.; work continued with the Department Directors on the budget process; the 2008 audit was approved; the Finance Department would be receiving assistance with reconciliations to get the 2009 audit ready, and financial history of investments and investment schedules were to be reviewed; Staff Accountant and Finance Clerk I Positions were advertised; the Region 3 Emergency Medical Service annual “Conference for Life” would occur April 25 through May 2, 2010 at the Convention Center; firefighters were being trained to assist with performing some of the fire inspections; a “Meet and Greet” session was scheduled for Sunday, April 18, 2010 at 5:00 p.m. at Village Hall for candidates for the Chief of Police position; the Assessment Process for the Chief of Police was scheduled for Monday, April 19, 2010 at the Convention Center; the Police Department was very busy investigating a homicide; the Parks and Recreation Department scheduled many Softball Tournaments; the Police Department acquired mobile computer terminals for their vehicles through the New Mexico Department of Public Safety; an update presentation or possible workshop meeting would be scheduled regarding Grindstone Dam following final approval by the New Mexico Dam Safety Bureau and prior to the coring of the Dam; a Plan Development Meeting was taking place every Tuesday at 9:00 a.m. to redevelop the policy on grease traps; and the Solid Waste Department received a Certificate of Occupancy for the new office building. Mr. Morris stated the following: Alto Lake would soon be filled; riverbank washouts were occurring in Upper Canyon due to the water run off; more rain was expected; and there were 30-40 people on-site and filling sand bags to prepare for any potential flooding. Dick Cooke stated the following: the Forestry Department’s focus was to get the thinning of Village-owned properties compliant by the end of 2010; approximately two to three properties were being certified per day; the intent was to maintain a database indicating which properties were being charged and which were in compliance; the Forestry Department employees were excellent in Public Relations; 40% of properties within the Village had been certified; $550,000.00 was received in cost share funding this year; and other grants were applied for.

Under Public Input, Andrea Reed encouraged participation in Earth Week on April 18-24, 2010 and stated further information could be sought at ruidosoeartday.com.
Mayor Alborn introduced Public Hearing on Ordinance 2010-03, an Ordinance of the Governing Body of the Village of Ruidoso New Mexico Adopting the 2010 Comprehensive Plan. (POSTPONED FROM MARCH 30, 2010 REGULAR COUNCIL MEETING.) William P. Morris stated the following: the proposed Ordinance would replace the 2006 Comprehensive Plan with the 2010 version; the 2010 Plan contained 14 elements and 18 individual goals; and Council would determine the priorities. Mayor Alborn opened discussion to the public. Ron Hardeman stated the following: was a member of the Task Force that worked on the revisions; one of the deficiencies of the 2006 Plan was that nothing was ever done; the Task Force decided that by attaching completion dates, the Plan would be a living document; and hoped Council would adopt the Plan. Councilor Stoddard thanked all those who participated in the effort to accomplish the Plan. Mayor Alborn closed discussion to the public. Councilor Shaw moved to adopt Ordinance 2010-03, an Ordinance of the Governing Body of the Village of Ruidoso New Mexico Adopting the 2010 Comprehensive Plan with the following terms: 1) the addition of a disclaimer for public understanding regarding the documents intents and purpose; 2) the timelines were to be reviewed quarterly and updated by Resolution; 3) annual Council review to hear amendments, updates, and changes that needed adoption by Ordinance; and 4) Council would get together to prioritize goals and objectives that would be incorporated within the Comprehensive Plan. Councilor Stoddard seconded and the motion carried with a roll call vote with Councilors Shaw, Stoddard, Salas, Dean, and Williams voting aye and Councilor Rebstock voting nay.

Mayor Alborn introduced Discussion and Possible Action on Agreement with Paradime Pictures to Grant Exclusive Access of an Open Channel to Paradime for the Use of Promoting Local Businesses and Attractions. (POSTPONED FROM MARCH 30, 2010 REGULAR COUNCIL MEETING.) Councilor Shaw moved to postpone indefinitely the Agreement with Paradime Pictures to Grant Exclusive Access of an Open Channel to Paradime for the Use of Promoting Local Businesses and Attractions. Councilor Stoddard seconded and discussion continued. Councilor Shaw stated the Agreement was not properly worded in order to be good business for the Village of Ruidoso and would create problems. Daniel A. Bryant stated the following: using a public access channel could not be used for private advertising, which had to be done under a different classification of channel under the Federal Cable Act (FCA), which were called leased channels; Paradime was negotiating with the cable provider for a leased channel and setting up an agreement to place their items; there was also the possibility for a government access channel, education access channel, and different classes of public access channels; opened up communications with Baja Broadband's legal office in Washington, DC to discuss amending the Village's Franchise Agreement to provide for those additional public access channels; channel 11 was currently being used by the college and surrounding school systems to provide public access information; a separate channel could be earmarked for Ruidoso, if and when there was a need for governmental or public access television that conflicted with those types of uses; and the definite postponement was appropriate. Mayor Alborn called for a vote on the motion and the motion carried with all ayes.
Mayor Alborn introduced Discussion and Possible Action on Agreement with New World Systems Corporation for Software Maintenance, in the Amount of $27,630.00. Nancy Klingman stated the following: the Village planned to convert to the Incode Software system but would need to download all past financial history from the New World System; and the contract would cover the software updates/fixes and telephone support service periodically needed by staff. Councilor Rebstock moved to approve Agreement with New World Systems Corporation for Software Maintenance, in the Amount of $27,630.00. Councilor Dean seconded and the motion carried with all ayes.

Mayor Alborn introduced Discussion and Possible Action on Award of RFP#09-014 to Linda Hand for DWI Prevention Specialist for the Ruidoso/Lincoln County DWI Grant Program, in the Amount of $40,000.00. Councilor Salas moved to approve Award of RFP#09-014 to Linda Hand for DWI Prevention Specialist for the Ruidoso/Lincoln County DWI Grant Program, in the Amount of $40,000.00. Councilor Shaw seconded and discussion continued. Councilor Rebstock inquired if DWIs had decreased. Chief Richard Swenor stated the DWI Prevention was ongoing, the program consisted of educating school-aged children, the program provided overtime pay for officers, and was an invaluable program. Debra Lynne Lee stated Linda Hand did a great job with the program to influence children in the schools. Mayor Alborn called for a vote on the motion and the motion carried with all ayes.

Mayor Alborn introduced Discussion and Possible Action on Lease Agreement with Help End Abuse for Life (HEAL) to Provide Two (2) 2007 Dodge Caravan Vans to be Used for Transportation Services for Participants of the HEAL Program. Debra Lynne Lee stated the following: as requested by HEAL, Council previously approved the transfer of ownership of two vans currently owned by the County to the Village for the purposes of providing transportation services to participants in the HEAL program; representatives from HEAL worked with our Village Attorney to develop the attached lease agreement providing for terms and conditions as stipulated by Council; the Certificates of Liability Insurance were provided with the Village named as an insured; and the lease agreement was for a one year term beginning the date of approval of the Village Council. Councilor Stoddard inquired about the Village of Ruidoso's liability. Daniel A. Bryant stated the following: the agreement would not add any liability to the Village of Ruidoso; HEAL provided the Village with a Certificate of Insurance yearly; and HEAL would report to Council what the activities were, how vans were being used, and how the goals were being met. Ms. Lee stated a tracking system would be used and monthly reports would be provided to Council, but administrative fees were not included in the agreement. Mr. Bryant stated the following: the vans were purchased to be used for specific purposes indicated in the grant; several provisions in the agreement required HEAL to report monthly maintenance and upkeep of the vans; and there was a provision which required them to cover all repair expenses and to indemnify and hold harmless the Village; the agreement required HEAL to have driving rules and regulations in place and all drivers and events would be properly monitored. Councilor Stoddard moved to approve Lease Agreement with Help End Abuse for Life (HEAL) to Provide Two (2) 2007 Dodge Caravan Vans to be Used for Transportation Services for Participants of the HEAL Program. Councilor Shaw seconded and the motion carried with all ayes.
Mayor Alborn introduced Discussion and Possible Action on Start-Up Funding for an Effort to Promote Military Recreation in Ruidoso, in the Amount of $5,000.00. Debra Lynne Lee stated: on March 25, 2010, the Mayor and various members of the community attended a meeting at Hotel Ruidoso to discuss how to recruit and promote Ruidoso as a Military Recreation Destination; Sergeant Major David Davenport from Fort Bliss was encouraged to make Ruidoso a recreational destination and the funding would be transferred from the General Fund contractual services line item to the Parks and Recreation Department’s budget. Councilor Williams stated Fort Bliss was proposing year-round recreation, which was far beyond the Military Appreciation Week Event. Councilor Stoddard recommended the City of Ruidoso Downs be approached for funding. Councilor Rebstock suggested the Lincoln County Lodgers Committee also be approached for possible funding. After brief discussion, Councilor Rebstock moved to approve Start-Up Funding for an Effort to Promote Military Recreation in Ruidoso, in the Amount of $5,000.00. Councilor Williams seconded and the motion carried with all ayes.

Mayor Alborn introduced Discussion and Possible Action on Award of RFP#09-11 to Bryant, Schneider-Cooke Law Firm, P.A., Leonard & Gibson, and Charles Rennick to Provide Professional Legal Services to the Village of Ruidoso, in an Amount not to Exceed 100 hours per month or $202,500.00 Annually. Debra Lynne Lee stated the following: a committee was assembled and met numerous times; the Village advertised for an in-house attorney; applicants were rated; the committee met several more times to discuss how to control costs, be more efficient, assist the Joint Use Board reorganization, and assist with the new direction of Planning and Zoning; recommended Mr. Bryant worked with Leonard & Gibson; Mr. Bryant had the most experience; determined it was not an easy decision and recommended authorizing the Mayor to begin negotiations with Bryant, include Leonard & Gibson and not to exceed 80 hours and leave 20 hours to utilize for Planning, which could be done with a contract or whoever was available. Ms. Lee stated a task order system would be used and reconciled. Councilor Williams inquired if there would be occasions when two attorneys would have to work together and would result in the Village being double-billed. Ms. Lee stated Leonard & Gibson would begin by working on all municipal court issues and would relieve Mr. Bryant to do other things. Councilor Rebstock stated the following: the contract with Leonard & Gibson should be directly with the Village; $202,500.00 was too high; and the amount did not include the legal fees for the Joint Use Board and water Attorneys. Councilor Dean recommended itemized lists of the Attorney’s time and costs be provided to Council. Ms. Lee stated a monthly report was provided by Mr. Bryant and was kept by Tawnya Lucero. Councilor Stoddard moved to award RFP#09-11 to Bryant Schneider-Cooke Law Firm and authorized the Mayor to begin negotiations for a contract with a task order system to be reviewed annually for Professional Legal Services to the Village of Ruidoso not to exceed 80 hours a month and to utilize Leonard & Gibson for Municipal Court and personnel matters as needed. Councilor Shaw seconded and the motion carried with Councilors Stoddard, Shaw, Salas, Dean, and Williams voting aye and Councilor Rebstock voting nay. Councilor Stoddard moved to authorize the Village Manager to utilize a qualified and available attorney for Planning and Zoning issues as needed. Councilor Salas seconded and discussion continued. Councilor Stoddard stated he wanted to ensure it was a workable system for the Village Manager. Ms. Lee stated an attorney did not need to attend every Planning Commission meeting but would be utilized
to review, write Ordinances and policies, etc., which would result in a significant savings. After brief discussion, Mayor Albom called for a vote on the motion and the motion carried with all ayes.

Under Board and Commission Appointments, Mayor Albom recommended to reappoint Anessa Collins and to appoint Lance Winebrenne to serve on the Parks and Recreation Committee; to reappoint John Cornelius to serve on the ETZ Commission; to appoint Councilor Salas to serve on the ETZ Authority; and to appoint Councilor Dean to serve as Liaison to the Chamber of Commerce Committee. Councilor Shaw moved to approve recommendations as presented. Councilor Rebstock seconded and the motion carried with all ayes.

Under Municipal Official Reports, Councilor Salas reminded everyone about the Great American Cleanup and Kite Festival on April 24, 2010. Councilor Shaw complimented the Forestry Department on a job well done. Councilor Dean also thanked the Forestry Department for doing a great job and the Village staff for assisting her in locating information to conduct research. Mayor Albom thanked the Water Department for working late during the cold weather and all hours of the night to get the job done.

There being no further business to come before the Governing Body, Mayor Albom adjourned the regular meeting at 5:45 p.m.

**MINUTES ARE DRAFT UNTIL APPROVED ON:**

Passed and approved this 27th day of April 2010.

**APPROVED:**

Gus Raymond Albom, Mayor

**ATTEST:**

Irma Devine, Village Clerk
AGENDA MEMORANDUM
Village of Ruidoso

To: Mayor Alborn & Village Council
From: William Hanson
   DWI Coordinator
Date: April 14, 2010
Re: MOU Amendment

Item Summary:
Request to amend MOU dated 6/30/2009 between The Village of Ruidoso and The Lincoln County Sherriff's Office.

Fund: 43 Line Item: Budgeted Amount:

Item Discussion:
The Lincoln County Sherriff's Office has stated that they will not be able to expend all of their overtime funds.

Recommendations:
Staff recommends that the MOU be amended from $4,000.00 to $2,000.00.
April 14, 2010

R.E. Virden  
Lincoln County Sheriff

Re: MOU Between the Village of Ruidoso and the Lincoln County Sheriff’s Office.

Dear Sheriff Virden:

It has come to my attention that the Sheriff’s Office will be unable to expend the total amount of overtime money allotted them in the MOU Dated 6/30/2009. For this reason I am amending the dollar amount from $4,000.00 to $2,000.00 effective 4/27/2010.

Sincerely,

William Hanson  
DWI program Coordinator
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN COUNTY SHERIFFS OFFICE FOR DWI ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS

WHEREAS, the Village of Ruidoso, ("the Village") is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the County of Lincoln ("LC") is the administrative authority for the Lincoln County Sheriffs Office ("LCSO").

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse LC for DWI enforcement activities including overtime worked by the LCSO and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding ("MOU") is beneficial to the Local DWI Program of Lincoln County ("the program"), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County: and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2010 through June 30, 2011 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. LC acknowledges and agrees that the reimbursement provided for in this agreement is limited to salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The LCSO shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. This overtime cost reimbursement will be paid in an amount not to exceed two thousand dollars ($2,000.00) for the period of time between July 1, 2010 and June 30, 2011.
4. The LCSO shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
   a. The enforcement activity completed.
   b. The names of the officers involved and their hourly wage.
   c. The number of hours worked.
   d. the total amount requested
   e. A breakdown of the total enforcement actions taken.

5. The LCSO shall provide all equipment required by its officers to perform these activities.

6. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse LC for work accruing before the effective date of termination.

7. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:
   Lincoln County Sheriff's Department:
   R.E. Virden
   P.O. Box 278
   Carrizozo, NM 88301

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

8. LC shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the LCSO under this MOU.

9. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort
Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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

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

12. If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

13. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY:______________________________________ Date:_________
    Gus Raymond Alborn, Mayor
    Village of Ruidoso

SEAL
ATTEST:

BY:______________________________________ Date:_________
    Irma Devine, Municipal Clerk
    Village of Ruidoso

BY:______________________________________ Date:_________
    William Hanson,
    Lincoln County DWI Coordinator
BY: ___________________________________ Date: ____________

Tom Battin, Chairman
Lincoln County Commission

SEAL
ATTEST:

BY: ___________________________________ Date: ____________

Rhonda Burrows,
Interim Lincoln County Clerk

BY: ___________________________________ Date: ____________

R.E. Virden
Lincoln County Sheriff
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN COUNTY SHERIFFS OFFICE FOR DWI ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS

WHEREAS, the Village of Ruidoso, ("the Village") is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the County of Lincoln ("LC") is the administrative authority for the Lincoln County Sheriffs Office ("LCSO").

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse LC for DWI enforcement activities including overtime worked by the LCSO and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding ("MOU") is beneficial to the Local DWI Program of Lincoln County ("the program"), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County: and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2009 through June 30, 2010 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. LC acknowledges and agrees that the reimbursement provided for in this agreement is limited to salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The LCSO shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. This overtime cost reimbursement will be paid in an amount not to exceed four thousand dollars ($4,000.00) for the period of time between July 1, 2009 and June 30, 2010.
4. The LCSO shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
   a. The enforcement activity completed.
   b. The names of the officers involved and their hourly wage.
   c. The number of hours worked.
   d. The total amount requested.
   e. A breakdown of the total enforcement actions taken.

5. The LCSO shall provide all equipment required by its officers to perform these activities.

6. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse LC for work accruing before the effective date of termination.

7. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

   Lincoln County Sheriff's Department:

Village:
Debi Lee, Village Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

8. LC shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the LCSO under this MOU.

9. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.
10. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement, covenant of understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: ___________________________                             Date: 6/30/09
Lonnie R. Nunley, Mayor
Village of Ruidoso

ATTEST:

BY: ___________________________                             Date: 6/30/09
Bertha Randolph, Deputy Clerk
Village of Ruidoso

BY: ___________________________                             Date: 6/30/09
William Hanson
Lincoln County DWI Coordinator
Tom Batten
County Commissioner, Lincoln County

ATTEST:
Tammie Maddox
Lincoln County Clerk

R.E. Virden
Lincoln County Sheriff

Date: 7/21/09
AGENDA MEMORANDUM
Village of Ruidoso

To: Mayor Alborn & Village Council
From: William Hanson
    DWI Coordinator
Date: April 14, 2010
Re: MOU Amendment

Item Summary:
Request to amend MOU dated 6/30/2009 between The Village of Ruidoso and The Ruidoso Downs Department of Public Safety.

| Fund: | 43 | Line Item: | Budgeted Amount: |

Item Discussion:
The Ruidoso Downs Department of Public Safety has expended all of its funds and has expressed a desire for more funding.

Recommendations:
Staff recommends that the MOU be amended from $4,000.00 to $6,000.00.
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF RUIDOSO AND THE CITY OF RUIDOSO DOWNS AS THE ADMINISTRATIVE AUTHORITY FOR THE RUIDOSO DOWNS POLICE DEPARTMENT FOR DWI ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS

WHEREAS, the Village of Ruidoso, ("the Village") is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the City of Ruidoso Downs ("the City") is the administrative authority for the Ruidoso Downs Department of Public Safety ("RD D.P.S.").

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Ruidoso Downs for DWI enforcement activities including overtime worked by the RD D.P.S. and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding ("MOU") is beneficial to the Local DWI Program of Lincoln County ("the program"), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2010 through June 30, 2011 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. The City acknowledges and agrees that the reimbursement provided for in this agreement is limited to salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford its officers.

2. The RD D.P.S. shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. This overtime cost reimbursement will be paid in an amount not to exceed six thousand dollars ($6,000.00) for the period of time between July 1, 2010 and June 30, 2011.
4. The RD D.P.S. shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.
   a. The enforcement activity completed.
   b. The names of the officers involved and their hourly wage.
   c. The number of hours worked.
   d. The total amount requested.
   e. A breakdown of the total enforcement actions taken.

5. The RD D.P.S shall provide all equipment required by its officers to perform these activities.

6. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse the City for work accruing before the effective date of termination.

7. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

   City of Ruidoso Downs Police Department:
   Chief Alfred C. Ortiz
   P.O. Box 1560
   Ruidoso Downs, NM 88346

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

8. RD D.P.S. shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the RPD under this MOU. The Village shall save and hold harmless, indemnify and defend Ruidoso Downs, its elected officials, employees and agents in their official and individual capacities of and from any and all liabilities, claims losses, or damages arising out of or alleged to arise out of negligence of the Village.
9. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

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IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: ________________________________  Date: ____________
Gus Raymond Alborn, Mayor
Village of Ruidoso

SEAL
ATTEST:

BY: ________________________________  Date: ____________
Irma Devine, Municipal Clerk
Village of Ruidoso
William Hanson,
Lincoln County DWI Coordinator

Tom Armstrong, Mayor
City of Ruidoso Downs

Carol Virden, City Clerk
City of Ruidoso Downs

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   a. The enforcement activity completed.
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   City of Ruidoso Downs Department of Public Safety:

   Village:
   Debi Lee, Village Manager
   Village of Ruidoso
   313 Cree Meadows Drive
   Ruidoso, New Mexico 88345

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IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: [Signature]
Lonnie R. Nunley, Mayor
Village of Ruidoso

Date: 6/30/09

ATTEST:

BY: [Signature]
Irma Devine, Clerk
Village of Ruidoso

Date: 6/30/09

[Signature]
Bertha Randolph, Deputy Clerk
William Hanson  
Lincoln County DWI Coordinator

Tom Armstrong, Mayor  
City of Ruidoso Downs

Carol Virden, City Clerk  
City of Ruidoso Downs
AGENDA MEMORANDUM
Village of Ruidoso

To: Mayor Albom & Village Council
From: Debbie Jo Almager
Parks, Recreation, & Economic Activities Director
Date: April 27, 2010
Re: Resolution 2010-14 for Recreation Trails Program (RTP) and Approval of Grant Submission

Item Summary:
On November 10, 2009 Council approved funding in the amount $25,000 for a Bike Trail Design Master Plan to be completed by International Mountain Bicycling Association (IMBA). White Mountain Outdoor Club to fund the difference in price approximately $4,000.

The Parks & Recreation Department wishes to submit the RTP Grant Application for construction of multi-use trails on US Forest Service Land Smokey Bear Ranger District to encourage mountain biking, hiking, running and other outdoor recreation activities. The trails promise to be a great economic benefit to Ruidoso and Lincoln County. Multi-Use Trails are part of Village's Comprehensive Plan and will be tied into the Parks & Recreation Master Plan once funded and completed. RTP requires a Resolution be adopted by Council and submitted with the application (See Attachment).

<table>
<thead>
<tr>
<th>Fund:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item:</td>
<td></td>
</tr>
<tr>
<td>Budgeted Amount:</td>
<td></td>
</tr>
</tbody>
</table>

Item Discussion:
Staff is actively seeking funding sources for a construction of multi-use trails and RTP is one funding source that is being sought. There is no limit to the RTP award amount and requesting to submit the application for the $783,300 a reimbursable grant requiring 20% match.

Recommendations:
Staff recommends Council approve Resolution 2010-14 as required by RTP for Grant submission for construction of the multi-use trails on US Forest Service Land Smokey Bear Ranger District.

Attachments:
Resolution 2010-14
RTP Application
VILLAGE OF RUIDOSO
RESOLUTION 2010-14

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF RUIDOSO, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO RECREATIONAL TRAILS PROGRAM GRANT APPLICATION TO THE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT (ENMRD) PARKS DIVISION; AND AUTHORIZING MAYOR GUS RAYMOND ALBORN TO ACT AS THE VILLAGE'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE VILLAGE'S PARTICIPATION IN THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT PROGRAM.

WHEREAS, the Village of Ruidoso desires to apply to the Energy, Minerals and Natural Resources Department to obtain funding for construction of recreational trails on USFS land as stated in the Memorandum of Understanding and Letter of Support;

WHEREAS, the Village of Ruidoso has matching funds as required by RFP through in-kind volunteer hours and fundraisers from local agencies;

WHEREAS, the Village Council finds that there is a significant need to have use and access to recreational trails for the citizen’s of the Village for a minimum of 25 years;

WHEREAS, the Village Council understands the positive economic impact;

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, that

1. The Village of Ruidoso is hereby authorized to prepare and submit the New Mexico Recreation Trails Program Grant application to The Energy, Minerals and Natural Resources Department in New Mexico and ENMRD’s State Parks Division.

2. That the Village Council directs and designates Mayor Gus Raymond Alborn as the Village’s Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Village’s participation in the New Mexico Recreation Trails Program.

3. The Village of Ruidoso officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

4. That the application be for a reimbursable grant of $738,300.
5. That it further be stated that the Village is committing 20 percent (20%) match through in-kind services to be provided by EcoServants and design and engineering funds previously funded.

PASSED, ADOPTED AND APPROVED this 27th day of April, 2010.

______________________________________________
Gus Raymond Alborn, Mayor

SEAL

ATTEST:

______________________________________________
Irma Devine, Municipal Clerk
<table>
<thead>
<tr>
<th>Recreational Trails Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY10 Application Form</td>
</tr>
</tbody>
</table>

1. Type of Entity Applying for Funds:

- [ ] Municipality
- [ ] County
- [ ] Federal
- [ ] State
- [ ] Tribe
- [ ] Non-Profit/501 (c) Organization

   * (must be partnered w/ governmental entity)

2. Project Sponsor Name: Village of Ruidoso

Mailing Address: 313 Cree Meadows Drive

City/State/Zip: Ruidoso, NM 88345

County: Lincoln

3. Population Served by this Project: 20000-40000

4. NM Senate District: 33

NM House District: 56

US Congressional District: 2nd

5. Planning District: Village of Ruidoso – Lincoln County – New Mexico

6. Project Contact Person Name and Title: Debbie Jo Almager

   Telephone: Office: 575-257-6030 Cell: 505-660-6652

   Facsimile: Office: 575-257-3897

   E-mail Address: debbiejoalmager@ruidoso-nm.gov

   Secondary Contact Person Name and Title: Cody Thurston

   Telephone: 915-525-6040

   Facsimile: E-mail:

7. Federal Tax Identification Number: 85-6000650

8. State Tax Identification Number: 01-404291-006

9. Project Name: Ruidoso Trails System

10. Trail Length: Approximately 20 miles Phase One, 20 miles Phase Two, 20 miles Phase Three

11. Project Scope:

   (Briefly define specific work to be accomplished)

   Develop a multiuse sustainable trail system to encourage recreation, tourism and economic benefit to Lincoln County.

   On 20,000 acres on Lincoln National Forest. Smokey Bear Ranger District. Phase I – Cedar Creek/Perk Canyon entrance off Hwy 380 on Sam Tobias Road.

13. Trail Funding Category: (Check One)

   Category 1: Non-motorized single use

   Category 2: Non-motorized diversified use

   Category 3: Diversified motorized & non-motorized use

   Category 4: Motorized single-use projects

   Category 5: Motorized diversified use

14. Trail Use: (Check all that apply)

   Pedestrian Uses (Hiking, Walking, Running, Skating - scooter, roller, etc.)

   Bicycling (non-motorized)

   Mountain Biking (non-motorized)

   Seasonal Uses (Snowshoeing, cross-country Skiing)

   Backpacking (overnight stays permitted)

   Motorized – Snowmobiles

   Motorized – Motorcycles

   Motorized – Larger Off-Road Vehicles

   Equestrian

15. Project Type: (Check all that apply)

   Develop Trailhead / Trailside

   Major Trail Improvements/Restoration

   Land Acquisition (Easement or Fee Simple Title)

   Routine/Minor Maintenance/Grooming

   New Trail Construction

16. Does this project proposal link to, or is it an integral part of any regionally/nationally recognized trails?

   Yes [ ] No [ ]

   If "yes," please describe link briefly: Billy the Kid Scenic Byway on Hwy 48 off Smokey Bear Ranger Station
## Recreational Trails Program
### FY10 Application Form

17. Has applicant received funding from RTP or LWCF program in the past? **Yes**

If "yes," please list project name(s), federal amount received, start and finish date.
- LWCF - Griffin Playground
- LWCF - Eagle Creek Playground & Sports Complex
- LWCF - Two Rivers Park Playground & Bathroom

18. Schedule of Use:
(Indicate during what hours the facility trail is available for public use.)
- 24/7

19. Estimated Annual Operation and Maintenance Budget:

<table>
<thead>
<tr>
<th>Category</th>
<th>Operation</th>
<th>Maintenance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$ 4000</td>
<td>$ 3000</td>
<td>$ 7000</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>$ 2000</td>
<td>$ 1000</td>
<td>$ 3000</td>
</tr>
<tr>
<td>OTHER</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL COST** $ 10,000

20. CERTIFICATION:

I hereby certify the information contained in this application and supporting documentation is true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and that incomplete or incorrect documentation will result in withdrawal of the application. I further certify that all required documentation is included herein and that funds are available for this project. The State Parks Division of EMNRD will be notified immediately of any changes in this signature authority. *Execution of this document constitutes an authorized signature on behalf of the entity's proposal.*

Authorized Official's Signature: ____________________________

Date: __________

Printed Name and Title: Mayor Gus Raymond Alborn
<table>
<thead>
<tr>
<th>Priority</th>
<th>Item Description – Be Specific</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Federal Share</td>
</tr>
<tr>
<td>C</td>
<td>Design &amp; Engineering – Trails Master Plan by IMBA</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>Construction of Trail $5.00/lineal ft. x 20 miles</td>
<td>$528,000</td>
</tr>
<tr>
<td>C</td>
<td>Trail head construction with parking to include ADA @ $30,000 x 2</td>
<td>$60,000</td>
</tr>
<tr>
<td>C</td>
<td>Bathroom to include ADA @ $30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>C</td>
<td>Permanent Recreational Trails Program Sign and Signage throughout trail and 2 Kiosk Signs for Trail Heads</td>
<td>$14,000</td>
</tr>
<tr>
<td>C</td>
<td>NEPA assessment costs</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>Contingency 15%</td>
<td>$96,300</td>
</tr>
<tr>
<td>C</td>
<td>Volunteer Labor (Eco Servants 9,888 @ $12/hr) over a three year period</td>
<td>$</td>
</tr>
</tbody>
</table>

| SUB-TOTALS | | $590,640 | $147,660 |

*(80% max) *(20% min)*

Total Cost of Project $738,300 (80%+20%)
SAMPLE TRAIL CROSS SECTION DIAGRAM

Part 1: Please provide a trail cross-section diagram of the proposed trail project (such as the sample above) and provide the information requested below. Use a separate sheet (8½ x 11) if necessary.

<table>
<thead>
<tr>
<th>Corridor Width</th>
<th>Minimum: 3 ft.</th>
<th>Elevation</th>
<th>Minimum:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum:</td>
<td>8 ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tread Width</td>
<td>Minimum: 16 inches</td>
<td>Vertical Clearance (height)</td>
<td>Minimum: 8 ft.</td>
</tr>
<tr>
<td>Maximum:</td>
<td>48 inches</td>
<td></td>
<td>Maximum: 12 ft.</td>
</tr>
<tr>
<td>Tread Depth</td>
<td>Minimum: N/A</td>
<td>Horizontal Clearance (width)</td>
<td>Minimum: 3 ft.</td>
</tr>
<tr>
<td>Maximum:</td>
<td>N/A</td>
<td></td>
<td>Maximum: 8 ft.</td>
</tr>
<tr>
<td>Tread Surface Material</td>
<td></td>
<td>Grade:</td>
<td>Maximum %: 10%</td>
</tr>
<tr>
<td>XXX Natural</td>
<td>Wood Chips</td>
<td>Distance: 100</td>
<td></td>
</tr>
<tr>
<td>Gravel</td>
<td>Asphalt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crushed Aggregate</td>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>If &quot;other, specify type:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2: Attach a diagram to illustrate what erosion control measures will be implemented as a part of this project. (rolling grade dips, etc.) Describe the measures that will be taken in the space below.

The erosion control device that requires almost no maintenance, and does not intimidate people or cause falls, and is aesthetically pleasing is the rolling grade dip. It is an adaptation of the dirt water bar. By utilizing the natural materials found on or near the trail, one will be building with materials already suited to that particular climate. Not only will they blend in with the natural surroundings, but properly constructed, they will last.

To describe the construction of the rolling grade dip we like to use an analogy of a spoon oriented with the handle on the downhill side of the trail tread. It begins with a five to six foot long "spoon" or dip that is dug no more than five or six inches into the tread. The entire downhill side of the dip is opened up for drainage. This promotes high volume drainage with very low water velocity. Water moving slowly is less apt to cause erosion cuts or channeling in the surface of the tread.

Taking the excavated soil and pile on the trail at the lower end of the dip a slight hump no more than six to eight inches tall. Think of the part of a spoon where the handle joins the main part of the spoon. It should have a smooth, consistent transition from the center of the dip to the top of the hump; no sharp edges or steep humps. Complete the "handle" of the spoon by building a ramp that extends eight to ten feet down the trail from the hump.
The hump and the handle will be built in layers. Packing each layer with a McLeod or some other large surface packing device before piling on more dirt. This will keep the center-line from dishing or forming a rut. (This is a good rule to use anytime tread is being built up or restored.) Pack the entire structure and remove any divots or bumps, making it as smooth as possible. Afterwards walk up the trail and observe your handiwork. The rolling grade dip should be barely noticeable.
### Project Selection Criteria Point System

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1) Recreational Use Provided</strong></td>
<td></td>
</tr>
<tr>
<td>Pedestrian: hiking, walking, running, skating (scooter, roller, in-line, etc.)</td>
<td>Bicycling (all types)</td>
</tr>
<tr>
<td>Equestrian</td>
<td>Backpacking (overnight stays permitted)</td>
</tr>
<tr>
<td>Seasonal Uses: Cross Country Skiing, Snowshoeing</td>
<td>Motorized - Snowmobiles</td>
</tr>
<tr>
<td>Motorized - Motorcycles</td>
<td>Motorized - ATVs</td>
</tr>
<tr>
<td>Motorized - Larger Off-Road Vehicles (jeeps, dune buggies, etc.)</td>
<td>Other</td>
</tr>
<tr>
<td>If other, please describe:</td>
<td></td>
</tr>
<tr>
<td><strong>2) Links Created</strong></td>
<td></td>
</tr>
<tr>
<td>Between homes and places of employment</td>
<td>To other trails with greater than 100 people</td>
</tr>
<tr>
<td>Between homes and schools</td>
<td>Between homes and retail facilities</td>
</tr>
<tr>
<td>To natural wonders</td>
<td>To scenic sites</td>
</tr>
<tr>
<td>Between homes and recreation facilities</td>
<td>To historical sites</td>
</tr>
<tr>
<td>Between homes and place of employment in economically disadvantaged areas</td>
<td>To cultural sites</td>
</tr>
<tr>
<td>Between homes and retail facilities in economically disadvantaged areas</td>
<td>Between homes and transportation hubs/facilities</td>
</tr>
<tr>
<td>Linking of two or more residential neighborhoods</td>
<td></td>
</tr>
<tr>
<td><strong>3) Trail Quality</strong></td>
<td></td>
</tr>
<tr>
<td>Smooth, firm, well-drained synthetic surface such as asphalt or concrete</td>
<td>Natural surface with adequate drainage features</td>
</tr>
<tr>
<td>Trail tread is greater than 4 feet wide</td>
<td>Trail design incorporates best practices from reliable resources</td>
</tr>
<tr>
<td>Trail will require minimal maintenance (except for trash removal, etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>4) Trail/Trailhead Safety</strong></td>
<td></td>
</tr>
<tr>
<td>Trail can safely accommodate multiple use</td>
<td>Trail is patrolled on a regular basis</td>
</tr>
<tr>
<td>Trail has signage (direction, distance, etc.)</td>
<td>Trail and/or trailhead is lighted</td>
</tr>
<tr>
<td><strong>5) The project incorporates innovative trail corridor sharing to accommodate motorized AND non-motorized use. This project involves:</strong></td>
<td></td>
</tr>
<tr>
<td>Parallel trails in the same corridor, one accommodating motorized use only and one accommodating nonmotorized use only (5 points)</td>
<td>Seasonal timesharing of a single trail (1 point)</td>
</tr>
<tr>
<td>A shared trail with motorized and non-motorized innovative concurrent use (3 points)</td>
<td></td>
</tr>
<tr>
<td><strong>6) The project has formal, contractual, contributory partnerships for trail projects in the form of money, in-kind labor, materials, services, etc. (include your entity as one partner when choosing a box below):</strong></td>
<td></td>
</tr>
<tr>
<td>5 partners (5 points)</td>
<td>4 partners (4 points)</td>
</tr>
<tr>
<td>3 partners (3 points)</td>
<td>2 partners (2 points)</td>
</tr>
</tbody>
</table>

**TOTAL POINTS FOR CATEGORIES 1 THROUGH 6:** 24
RTP Grant Application for Ruidoso Trails System Phase One

Project Narrative

Summary of Project
The Ruidoso Trail System is a cooperative effort with the Lincoln National Forest, US Forest Service, the Village of Ruidoso and citizens of Lincoln County. The Forest Service has entered into a memo of understanding which allocates some twenty thousand acres for the professional development of a mountain bike trail system with entry points within Village limits. The involvement of the Forest Service is a major accomplishment that has taken a decade to cultivate. All parties realize the importance of this relationship. Failure to press forward with the project would result in a missed opportunity that may never appear again. The trail system will be major recreational asset for local residents. However, since our "cool mountain" altitude and unique southwestern location (surrounded by dozens of desert communities) is perfect for year-round outdoor recreation, the Village of Ruidoso will be able to attract visitors regionally, nationally and in time, internationally.

Critical Project
The RTP funds for the Ruidoso Trail Project are of critical importance for the economic health of the Village of Ruidoso and Lincoln County. The trail project described within this application will create a new economic offering that will help offset the threats facing the Village of Ruidoso and Lincoln County.

Creating economic diversity
The Ruidoso area lacks traditional economic assets. Tourism continues to be the only viable method to generate revenues for the Municipalities and County. The area is faced with two choices; continue to depend on the ageing, existing tourism assets or create new ones. Recently, the Ruidoso Downs Race Track and Casino has stated its intention to relocate operations to Las Cruces, New Mexico should County Voters fail to levy a tax upon themselves. Unfortunately, there is little popular support for any kind of new taxes. Their move is a distinct possibility. Should the Track and Casino move, the Ruidoso area will lose upwards of half of its summertime economy of eighteen to forty million dollars annually. This makes the trail project an important alternative to the ‘at-risk’ economic assets.

Recruiting the right visitor
For future sustainability, the Village of Ruidoso needs to attract the type of visitor that frequent professionally developed mountain bike trails—upwardly mobile young families. Many visitors to our area come because they were brought here by their parents when they were children. Once visitors fail to bring their families to the area, the chain will be broken and future visitors will not be developed. Aside from camping and shopping the Ruidoso area lacks family oriented venues. This realization places additional importance on developing healthy, family oriented offerings in the area. The new trail system is ideal for recruiting not only today’s visitors but tomorrow’s as well.

Excellent support for the project
With the obvious importance of the Ruidoso Trail Project, the project has seen tremendous support from citizens, businesses and local government. For over ten years, committed citizen groups have been lobbying the Forest Service for the land. Most recently a committed group of volunteers has brought the project to its current level of completion. Further, nearly a hundred citizens have already pledged volunteer support for the project. Even in its earliest planning stage, the community showed its support by donating over four thousand dollars in a single fund raising event, despite no guarantee of continued project advancement. The Village of Ruidoso also showed its commitment by providing
twenty five thousand dollars from its lodger’s tax funds to fund the trails Comprehensive Master Plan. Most recently, just the knowledge that the Village of Ruidoso is applying for this grant, has created additional support and involvement for the project. Based upon the current support we will have a strong volunteer force available for future upkeep and care. From all indications, all of the Ruidoso area stakeholders fully understand the importance of this project and its value.

Professional development for sustainability and ROI
The foundation of this project is the Comprehensive Design Master Plan which is being developed by the International Mountain Bicycling Association (IMBA). IMBA’s stewardship and cooperation with the Forest Service will assure that this project will be professionally developed and afford efficient sustainability for the future. Once complete, the Ruidoso Trail Project will be a recognized destination for IMBA members and the hundreds of thousands of mountain bikers who depend on IMBA’s recommendations. Based upon previous experience with such projects, IMBA indicates that the return on investment will be significant for our area.

A renewable resource
One of the major reasons for the unprecedented support and enthusiasm for this project is the exceptionally low cost of sustainability and future, area-wide, revenues. As time passes, the trail system will become more popular and the cost of maintenance will continue to be low, making the project a perfect economic engine. High volume of visitors with low associated costs is precisely what the Ruidoso area needs for economic diversity.

Synergies in marketing
The Village of Ruidoso currently markets to the Eco-Tourism and outdoor enthusiast segments. Marketing the new trail system will require minor changes to the Village of Ruidoso’s current marketing efforts. The Village of Ruidoso’s own Comprehensive Plan specifically points out the need for development of family oriented offerings. New Mexico Tourism has also deemed Eco-Tourism a marketing priority for the State.

Hope for the future
The importance of this project cannot be stressed enough. The trail system truly creates a whole new economic engine which will facilitate creation of additional economic assets. The professionally designed trail system will allow for creation of new mountain bike related events not currently found in Southern New Mexico. Existing businesses will become stronger and new businesses will emerge to serve the new offering. Both of these enhancements create much needed jobs and further protect against economic challenges. Lincoln County has been hit hard by the national economic downturn and the potential loss of the Track and Casino has cast a negative pall over the community. We see this grant money as a new hope for revitalizing the Ruidoso area economy as well as community well being.

###
PROCLAMATION

Whereas, the Golden Apple Foundation of New Mexico is a nonprofit organization dedicated to improving the quality of education in New Mexico through the recognition, recruitment and professional development of teachers; and,

Whereas, the Foundation believes that the quality of the teachers in the classroom is the single most important factor in student achievement and success at any age or stage of study; and,

Whereas, the community that honors its teachers honors itself; and,

Whereas, by honoring teachers we seek to rekindle the honor of and passion for this profession now and in the years ahead; and,

Whereas, amidst the turmoil of current events, teachers go on day after day helping prepare our children for the future; and,

Whereas, we salute our teachers, we honor them, and we deeply give our thanks to them.

Now, therefore, I, Gus Raymond Alborn, Mayor of Ruidoso, do hereby proclaim that the 16th day of April 2010 was:

“GOLDEN APPLE FOUNDATION OF NEW MEXICO TRIBUTE TO TEACHER EXCELLENCE DAY”

In the Village of Ruidoso, New Mexico

Gus Raymond Alborn, Mayor
WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local
government exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the
citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and
impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local
government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the
affairs of the Office of the Municipal Clerk through participation in education programs,
seminars, workshops and the annual meetings of their state, province, county and
international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office
of the Municipal Clerk.

NOW, Therefore, I, Gus Raymond Alborn, Mayor of the Village of Ruidoso, do recognize
the week of May 2 through May 8, 2010, as:

Municipal Clerks Week

and further extend appreciation to our Municipal Clerk, Irma Devine, Deputy Clerk
Bertha Randolph and to all Municipal Clerks for the vital services they perform and their
exemplary dedication to the communities they represent.

PROCLAIMED this 27th day of April 2010 in Ruidoso, New Mexico.

Gus Raymond Alborn, Mayor
Administration Departmental Memorandum

To: Honorable Mayor and Village Council
From: Debi Lee, Village Manager
Date: April 27, 2010
RE: Manager’s Report

The following is a list of actions and events for this reporting period by Department:

Admin:

1. The security panels were installed in the Water Billing and PZ&B areas of Village Hall over the weekend of April 10 - 11. We are receiving many compliments about the new change and the ladies who work in that area are very pleased.

2. The pre-construction meeting for Paradise Canyon Road was held on April 15th starting at 1:30 pm in the Council Chambers. Staff will be meeting with the awarded contractor, FNF, to coordinate the work of this important and long awaited capital project. **High Priority**

3. Village staff is commencing with the development of a Facilities Maintenance plan for all Village buildings and structures. The intent is to develop a process for preventative maintenance on these facilities as a way to extend the life of them in a fiscally efficient manner. Staff is currently in the process of preparing an inventory of all facilities and Village-owned property into a single database. This list of properties will be presented to Council for consideration of selling them at a future time. **(Moderate Priority)**

4. Administration and Finance is continuing to prepare for the FY 10-11 budget which is underway with budget meetings being held with individual departments. We are identifying recurring and nonrecurring expense and revenue while listing out capital needs. We will be asking for a budget workshop with the Mayor and Council in May. **(High Priority)**

5. Staff has completed of its reorganization of the Planning Department’s activities in a significant manner so as to increase the effectiveness of the planning functions of the Village. This reorganization included a full assessment of the Department’s complete land development review and construction process which are outlined in the new Land Development Manual. **(High Priority)**

6. Village staff is continuing to monitor the construction at the Convention Center. As of last week, the hallway is framed-out and the fireplace being completed with the installation of the wood mantel and stone veneer, while the divider walls and
ceiling and walls in the three small meeting rooms are nearing completion. The new AV equipment has arrived and wiring to connect the new Powerpoint system starting installation. Outside, work has been completed on the new handicapped access ramps and parking areas, and the forms for the footers have been for the external columns have been poured. Stucco work will commence when outside temperatures reach an appropriate level. (High Priority)

7. Staff is still continuing the process of finalizing its internal review of the Personnel Manual. The process of revising this document has been intense and very thorough in order to make sure it is complete, but staff is attempting to increase the speed of this review as much as possible given other pending work assignments. (High Priority)

8. The revised Convention Center Operations Ordinance has been completed and is slated for Council action on April 27. The intent is look at ways of improving the operations so as to make the facility more financially viable and competitive. The group is looking at also identifying an actual economic impact assessment to the community of this facility. (High Priority)

9. Staff held a workshop with the new Village Council and P & Z Commission on the finalized Comprehensive Plan, and the Council adopted it on April 13. Village staff has now begun the process of meeting with the P & Z Commission in preparation of revising language in the Zoning Code and other planning documents as prescribed by the Comprehensive Plan. (High Priority)

10. Staff will shortly be starting a Long Range Water Facilities Plan that will constitute a long-range planning document for the Utilities Department specifically, and the Village as a whole. Staff will be sending in a grant application thru MFA for funding assistance to prepare this plan (Moderate Priority)

11. Village staff has begun refilling Alto Reservoir with the spring runoff after the Office of the State Engineer took their last water flow measurements down the Lower Eagle Creek reaches.

12. ICIP Plan Development and Asset Management Training is being scheduled and staff will be attending the session in Las Cruces on May 19 or the Albuquerque on May 5. These workshops are sponsored by NMDFA Local Government Division in an effort to guide communities to develop the 2010-2016 Infrastructure Capital Improvement Plan. These workshop are open to all NM local government staff, legislators and officials,

13. The Village Manager has been asked to be a Community Chair for the up and coming New Mexico First Town Hall in Roswell. The theme for this event is Raising the Aspiration of New Mexico Youth. This event is open to anyone and more information can be found on www.nmfirst.org.
14. Staff organized the Police Chief Assessment Center which was kicked off with a reception on Sunday evening, April 19 in Village Hall and a full day assessment the following day. Five exceptionally qualified candidates participated in this process and the Mayor is prepared to announce his recommendation on Tuesday, April 27.

15. The Mayor has received a request from a citizen that the Village launch a campaign to inform the citizens of the yard waste ordinance whereby charging every water customer $9.27 per month for those who are not in compliance with the Forestry regulations. This ordinance provides that citizens can call the Forestry Department and one of our Foresters will conduct an inspection of your property. If your property is in compliance, the yard waste fee listed on your utility bill will be reduced from $9.27 to $3.16. If your property is not in compliance, the Forestry Department will identify what is needed to become compliant. This fee supports the cost of picking up the yard waste that is placed on the curbs including the grapple trucks, drivers and operating costs. Staff will be identifying ways to better inform the public of this fee and the intent of the ordinance.

16. The JUB meeting was held on April 21, 2010 and included a variety of agenda items. The JUB corrected the motions clarifying the action taken on March 17 electing officers of the Joint Use Board as well as the motion taken regarding the Shareholder proposal. They scheduled a budget workshop on May 19 at 8:00 am to review an operating budget for the JUB which is a positive step to eliminating the audit finding. As part of the budget process, the Village, as fiscal agent will set up an agency fund (or similar) for the Wastewater Treatment Plant so that it operates independently from all other Village funds. The JUB adopted a Standard Operating Policy 2010-001 setting policy and procedures for establishing the agenda and for the conduct of all JUB meetings. The JUB also agreed to set a date where representatives from the JUB, engineers and staff from both entities will meet on-site to review metering issues along with the main interceptor line.

<table>
<thead>
<tr>
<th>Ref. Num:</th>
<th>Description:</th>
<th>Status:</th>
<th>Percent Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-1</td>
<td>Information System Disaster Recovery Policy – General Government and Component Unit</td>
<td>The Village of Ruidoso Governing Body has adopted a new Information Technology (I.T.) Policies &amp; Procedures Manual that includes a policy on Security of its servers, computers and telephone systems, Records management and Backup Policy and a Disaster Recovery Policy.</td>
<td>70%</td>
</tr>
<tr>
<td>2005-7</td>
<td>Regional Wastewater</td>
<td>The Joint Use Board (JUB) has</td>
<td>50%</td>
</tr>
<tr>
<td>Year</td>
<td>Description</td>
<td>Progress</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>2005-11</td>
<td>Audit report submission to New Mexico State Auditor, and A-133 Data Collection Form – General Government and Component Unit</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>2007-3</td>
<td>Utility meter deposits</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>2007-5</td>
<td>Outstanding check list – General Government</td>
<td>50%</td>
<td></td>
</tr>
</tbody>
</table>

- Treatment Plant – General Government and Component Unit received a federal identification number for the Regional Wastewater Treatment Plant Facility construction and operations. The JUB has been in negotiations regarding municipal representation and has just voted to extend the contract for the JUB Attorney to mediate and finalize discussions regarding the future of the JUB authority.
- The Village had a disastrous flood in July 2008 creating a delay along with a special audit which took significant effort. The Village has also experienced a complete turnover in their Finance Department and management but has hired a new Village Manager and Finance Director. The Village has received approval for the for the FY 09-10 auditor and expects to be caught up by FY 10-11.
- The Village Council has adopted new Finance Procedures and eliminated any stand alone financial spreadsheets. The Council also identified IT infrastructure and enhancements as their top priority where the General Services Director has solicited proposals for updating software and hardware for the Finance & Utility Department. Village staff will ensure that the new software will properly reflect all deposits for current customers and have the ability to remove outdated balances. The Village has hired a new Finance Director who will be responsible to monitor all meter deposits and reconciliations to the general ledger.
- The Village is in the process of selecting new software for the
<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-6</td>
<td>Procurement – General Government and Component Unit</td>
<td>The Council has adopted new Procurement Policies &amp; Procedures Manual which is being provided to every employee and Department Director. The new policy requires that a member from the Governing Body participate in the evaluation committee on RFPs. The new Village Manager has reorganized and moved Purchasing under the direction of the Finance Department. The Purchasing Director has now taken procurement training and is planning to give training sessions for all Department Directors.</td>
</tr>
<tr>
<td>2007-8</td>
<td>Depreciation schedule</td>
<td>The Village is in process of developing a physical inventory as required by the recently adopted Accounting and Finance Policy. With the hiring of a new Finance Director, an annual review of the physical inventory will be taken and the depreciation schedule will be updated to identify specific assets.</td>
</tr>
<tr>
<td>2007-11</td>
<td>Auditor prepared Financial statements – General Government and Component Unit</td>
<td>A new Finance Director has been hired for the Village of Ruidoso and all staff in the Finance Department will be cross trained and participate in the preparation and review of the annual financial statements submitted to the State Auditor.</td>
</tr>
</tbody>
</table>

**Clerk's Office: (Previously Reported)**

1. 38 new business registrations were processed during March 2010.

2. 11 Requests for Public Information were processed during March 2010.
3. As a member of the New Mexico Municipal Clerks and Finance Officers Association Selection Committee, Irma Devine participated in the selection process of the “Municipal Clerk of the Year” for the State of New Mexico.

4. Irma Devine attended the following:
   - “Planning 101” training by Randy Van Vleck, New Mexico Municipal League Attorney, on March 25, 2010 at Ruidoso Village Hall.
   - “Termination Training” by Randy Van Vleck, New Mexico Municipal League Attorney, on March 26, 2010 at Ruidoso Village Hall. (Mandatory Training)
   - New Mexico Municipal League District 6 Meeting on March 30, 2010 at the Ruidoso Convention Center.

5. Bertha Randolph received her “Certified Municipal Clerk” Re-Certification from IIMC (International Institute of Municipal Clerks) in March 2010.

6. Clerk’s Office staff will be attending Laserfiche Training (Document Imaging Training) on Friday, April 9, 2010 at Ruidoso Village Hall.

**Convention Center:**

1. The week of April 4th – 10th, 2010: Convention Center staff hosted the New Mexico Library Association and the Fort Stanton Snowy River meeting.

2. The week of April 11th – 17th, 2010: Convention Center staff hosted the SNMBOA & NMSFMA, RPD-Gang investigation training, Springtime Janitorial demo, NM Chapter of NAHRO, and New Mexico National Guard.

**Finance Department:**

Tasks the Finance Department is working on:

1. Budget is still the main focus in the Finance Department. Debi Lee, Tania Proctor, Bill Morris and I have met with most all of the Department Directors and reviewed their draft budgets. The time spent with each department has been a great learning time regarding the activities they are involved in performing. There are three more departments to meet with and then I start putting the numbers together. High

2. The Regional Waste Water Capital Project Fund projected ending balance is a work in process at this time. I calculate within the week we will have a very good reasonable ending balance for this project. High

3. I have been working with Jim Jimmerson, consultant recommended by Auditor Jeff McWhorter, and he will be here to begin review of accounts on May 3rd and
The next step will be to set up a date to meet as a team with Mr. McWhorter and strategize. High

The Auditor, Jeff McWhorter, has begun work on the FY 09 audit. I am working with him on requested information. High

Tasks the Finance Department is working on:

- Completion of FY 08 Audit
  Receive bound copies and prepare a date for Council acceptance
  The Auditor will be presenting the FY 08 Audit at the April 27th Council Meeting. Completed

  Email copies to all required entities. Completed

  Review of all FY 08 Findings to present to Council. Completed

  Review midyear financial report and meet with department heads to review for budget FY 11 and project FY 10 ending balances. Almost Competed

- Construct new budget levels
  Merge Internal Service Fund into General Fund
  Merge Parks and Recreation into General Fund. In Process

- Review and began to prepare requested data for the FY 09 Auditor, Jeff Whorter. In Process

- Create Fixed Assets for Audit 09. Working with Planning and Development on recording land values and with Departments on vehicle values. In Process

- Create Debt Schedule
  All amortization schedules have been entered into excel spreadsheet and calculated
  The total FY 10 debt for the Village of Ruidoso is $36,168,452.00.
  The Regional Waste Water Treatment Plant is $22,644,065 of the total debt. Completed

  Create related Charts of all Village debt to be included in FY 11 budget. In Process

- Research Investment changes with Financial Advisor
  Mark F. Valenzuela of George K. Baum & Company has sent a request to Mark Valdes, the Deputy State Treasurer to request a short history on the Village of Ruidoso's investment history with the State Treasurer over the past five years. There is no documentation recording the events for the last five years and it is
unknown if the village lost principal and earnings in the Primary Reserve shakeup. Response and reviewing. In Process

- HR is creating two postings for the Finance Department: Staff Accountant and Finance Clerk I. These positions will replace the Assistant Finance Director and Grant Writer/Contracts Manager and not increase personnel. These two positions will include review of grants and contracts for the Village. The creation of these positions will expedite the stabilization of the financial position for the Village. The position of Finance Clerk I has been filled by Anna Gail Grassie and the Staff Accountant has been posted.

- Continue to review all elements/costs to implement Incode software.

The Utility Billing dept. should complete the leasing of a printer/copier/fax within the next two weeks. Presently they have to use the printer in Gigi’s office and often their reports are taken by one of the Finance Department’s personnel. This often results in reprinting. This new printer will be placed in their work space and create a more efficient means of retrieving their reports. With this printer/copier/fax the creation of a total workspace should be complete. The object is to have all needed equipment within the workspace to give the best customer service possible. The contract has been approved and the printer/copier/fax should be delivered by the end of the month.

- Change in offices: I have moved to the bigger office, which was Gigi Hughbanks, which is better for meetings. Debbie Goss has moved to the bigger office occupied by Anna Gail Grassie. Anna Gail Grassie moved into Debbie’s office. We are working at putting our work space in order. This new arrangement should increase our work efficiency.

Fire Department/Emergency Management:
The following are events from the last two weeks for the Office of Fire and Emergency Management.

1. The Ruidoso Fire Department recently completed its Emergency Vehicle Operations Certification (EVOC) Training, taught by Captain Mike Morrow. All members are required to be certified.

2. In 2010, the Ruidoso Fire Department has emerged as a prime sponsor of the Region 3 Emergency Medical Service Conference for Life to be held in Ruidoso at the Convention Center, April 25-May 1. It is the largest convention of its size to be held in the state each year and is expected to draw up to 1500 EMT’s from all over the United States. The Ruidoso Fire Department is managing the logistics of the conference in cooperation with the Lincoln County EMS.

3. Chief Tom Gavin recently conducted an inspection of the Lincoln Towers here in town and discovered that the building was required to be fully sprinkled when it was built in 1985, but was never so equipped. As a concession to make the three
floor building safer, Gavin is working with the corporate owners of the building and First Alarm and Security to install a central alarm system on all floors of the building.

4. Chief Gavin recently met with the Mayor, Village Manager and Deputy to discuss needed changes to the Addressing, Fire Inspection and Nightly Rental Ordinances. Gavin will re-write two of these ordinances and will circulate an informal draft copy to the Council and public before a public hearing is scheduled on these matters.

5. Chief Tom Gavin has been selected by the Intertribal Timber Council as one of only two representatives from the State of New Mexico (including the Fire Chief of Santa Fe) to participate in the development of a national interagency cohesive strategy for balancing national wildland fire responses, fire adapted human communities and landscape restoration. The initiative is being coordinated by the National Interagency Cohesive Strategy Oversight/Management Group. According to the invitation, "With a new Administration and Secretaries of Agriculture and the Interior, the time is ripe to help guide our national future fire strategies. You have been carefully selected for your experience and reputation as a natural resource manager with a reputation for visionary thinking". Chief Gavin was the 2002 National Award Winner of the Annual Wilcox Memorial Award for Individual Career Long Superior Accomplishments in Fire Management and Science, as awarded by the Intertribal Timber Council.

6. The Ruidoso Fire Department is hosting a two day training session on Preparation of Court Room Testimony, April 17-18 at the Main Fire Station.

7. The New Mexico Fire Marshals Association met in the Ruidoso Convention Center April 12-13. Chief Gavin attended the conference which was focused on the installation of residential sprinklers, commercial hood inspections and the management of fireworks, building code updates and associated code changes.

8. Chief Gavin will address over 100 owners of an estimated 400 nightly rental properties within the Village of Ruidoso at a forum to take place in the Alto Country Club, Saturday April 17th. The presentation will be on the new nightly rental ordinance implementation process.

9. The Ruidoso Fire department has released a bid for the installation of a new Hale Compressed Air Foam System (CAFS) on one of its new Wolverine Fire Apparatus being built in Wisconsin. The original contract that authorized the purchase of two new Class A Pumpers and a new 75' Foot Aerial Ladder Apparatus did not include enough funding for the addition of the CAFS Unit. However, the windfall from the recent purchase of the Ruidoso Ambulance by the Lincoln County EMS has allowed the department to move forward to equip one of the three new engines with the desired CAFS system.
10. The Ruidoso Fire Department put on a CPR Class for the Chamber of Commerce Members on April 12, 2010.

11. The Emergency Services Coordinator, Tom Schafer has been carefully monitoring the water levels in the Rio Ruidoso and Carrizo Canyon Rivers. The Fire Chief has been in constant communications with the Mescalero Apache Tribal government and the Bureau of Indian Affairs on the status of water in Mescalero Dam.

12. The Fire Chief will attend a meeting with the U.S. Army Civil Support Team regional coordination and training meeting on April 27, 2010 at the County Building in Ruidoso.

13. All members of the Ruidoso Fire Department have now completed their Wildland Fire Physical Fitness and Pack Test. The annual wildland refresher will be taught on April 28, after which red cards for certification will be issued.

14. The Ruidoso Fire Department is hosting an all employee meeting on April 21, 2010 at the main Fire Station. There is a lengthy agenda for the meeting which includes the review of recent policy memorandums and Standard Operating Guidelines (SOG's), inspection management and pre-planning, 2011 Department Initiatives, the Departmental Mission/Vision Statement, changes in the Volunteer program, etc. This is the first all employee meeting in a year.

15. The Ruidoso Fire Department continues to assist the Ruidoso School District with help associated with the implementation of the recent comprehensive fire inspection report.

16. The Department has submitted a proposal to the Village Manager to combine the VOR airport fire department with the Village fire department. The proposal is supported by the Airport Director and it has numerous benefits, including the generation of additional revenues for the fire department from State Fire Funds.

17. In preparation of potential flooding within the Village, the Emergency Manager Coordinator has been working relentlessly with the CEO's from several radio stations in town to complete the installation of the Emergency Alert System. All cooperating radio stations tested the system on April 16 with great success. The Fire Chief is attempting to meet with the CEO of the local cable and satellite companies to re-start a dialogue on the proposed emergency messaging system that would be displayed on local/regional TV stations.

18. The RFD recently received rejection notices on three grant applications that were submitted to various programs for funding in 2010. One application was screened against 25,000 applicants nationwide and another grant competed against 20,000 applicants, indicating that the competition for grant funding at the present time is fierce.
19. The Emergency Management Coordinator is working to arrange a speaker from the Holliman AFB to address the Local Emergency Planning Committee and their Weapons of Mass Destruction (WMD) and other forms of emergency assistance that could potentially be provided to the Village of Ruidoso.

20. The Fire Chief is consulting with fire suppression contractors associated with the Irish Pub and the new St. Eleanor's Catholic Church.

21. Chief Vincent has arranged to have an instructor from the Albuquerque Fire Department teach a swift water rescue class to the entire department May 15-16 in Ruidoso.

22. Chief Vincent and the Ruidoso Fire Department continue to work closely with the U.S. Forest Service to prepare for the wildland fire season. The two agencies have scheduled a lost list of training for the immediate future. Recently, a two day chain saw class was presented to the Interagency audience at the Ruidoso Main Station.

23. The State Fire Marshal has sent a letter to the Ruidoso Fire Department requesting the status of State Fire Funds and potential carry over amounts. The response due is April 30.

24. Chief Gavin and Capt. Michael Morrow attended a Web-conference hosted by CommandScope, a company that markets preplanning software for commercial business owners. Another department-wide conference and demonstration is planned for April 21, after which a presentation will be made to the governing body for possible adoption by the Village. The software will provide the RFD with valuable information on the floor plan, hazardous chemical storage, electrical and construction hazards and fire suppression systems of businesses within the Village for purposes of pre-planning fire suppression.

24. During the period of March 30 - April 13, the Department conducted 17 new business fire inspections and four unannounced business inspections. There has been virtually no compliance of businesses that are required to be re-inspected now that re-inspections are not tied to business license renewals. Hopefully, the proposed rewrite of the fire inspection ordinance will correct this situation. In addition, the Fire Chief has initiated two new fire investigations, one of which is suspected of being an incendiary fire. Evidence associated with this case has been sent to a lab in Las Cruces.

25. During the period of March 30- April 13, the RFD responded to 38 EMS calls, 13 fire calls and 13 other miscellaneous public assist calls. Its response to fire calls averaged 3 minutes and 42 seconds.
Forestry:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard Tree Removal:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Property</td>
<td>51</td>
<td>0</td>
</tr>
<tr>
<td>Village Property</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>Public Service Visits, Insects/Disease/Misc</td>
<td>29</td>
<td>6</td>
</tr>
</tbody>
</table>

Cost Share:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentations</td>
<td>86</td>
<td>25</td>
</tr>
<tr>
<td>Acres Marked</td>
<td>140.07</td>
<td>15.5</td>
</tr>
<tr>
<td>Reimbursements</td>
<td>$183,294.16</td>
<td>$23,723.40</td>
</tr>
<tr>
<td>Private Match Money</td>
<td>$45,617.95</td>
<td>$5,588.60</td>
</tr>
<tr>
<td>Properties Certified</td>
<td>66</td>
<td>17</td>
</tr>
<tr>
<td>Acres Completed (Cost Share + Minimum)</td>
<td>4333.854</td>
<td>18.09</td>
</tr>
<tr>
<td>Permits issued for Tree Removal (16&quot; plus)</td>
<td>38</td>
<td>6</td>
</tr>
</tbody>
</table>

Private Property Compliance:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Inspection</td>
<td>85</td>
<td>27</td>
</tr>
<tr>
<td>Properties Certified</td>
<td>680</td>
<td>50</td>
</tr>
</tbody>
</table>

New Construction Residential:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Inspection and Fire Hazard Rating</td>
<td>22</td>
<td>2</td>
</tr>
<tr>
<td>Final Inspection and Approval</td>
<td>11</td>
<td></td>
</tr>
</tbody>
</table>

New Construction Commercial:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Inspection and Fire Hazard Rating</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Final Inspection and Approval</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

New Construction Permitting Fees:

<table>
<thead>
<tr>
<th>Item:</th>
<th>7/1/2009</th>
<th>4/1/10-4/15/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forestry</td>
<td>$2,147.55</td>
<td>$200.00</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>$1,639.11</td>
<td>$190.60</td>
</tr>
</tbody>
</table>

Village Owned Properties Thinning Goals for 2010:

<table>
<thead>
<tr>
<th>Property</th>
<th>Acreage</th>
<th>Bid</th>
<th>Start Date</th>
<th>Completion Date</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Rivers</td>
<td>11.8</td>
<td>$8,314.00</td>
<td>1/25/2010</td>
<td>3/25/2010</td>
<td>X</td>
</tr>
<tr>
<td>Sunny Slope Pk</td>
<td>0.82</td>
<td>$350.00</td>
<td>2/13/2010</td>
<td>3/15/2010</td>
<td>X</td>
</tr>
<tr>
<td>Fire Station #2</td>
<td>2.65</td>
<td>$1350.00</td>
<td>2/23/2010</td>
<td>3/23/2010</td>
<td>X</td>
</tr>
<tr>
<td>-----------</td>
<td>-----</td>
<td>------------</td>
<td>-----</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Alto Lake 1</td>
<td>11.2</td>
<td>Alto Lake 2</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alto Lake 3</td>
<td>11</td>
<td>Leon Farrar</td>
<td>2.5</td>
<td>$2000.00</td>
<td>3/21/2010</td>
</tr>
<tr>
<td>Resort</td>
<td>3</td>
<td>Taos Trail</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station</td>
<td>3/4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>65.22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Forestry is remaining very active with Cost Share Thinning.

- **Word from State Forestry is that it is looking good for Grants for next year. There is no indication of how many or how much.**

- We are fully booked as a result of people trying to get certified by the July 1 deadline.

- The cemetery thinning project is about 1/2 complete.

- The Forestry workshop with the Village Governing body is still on for May 12 at 4:30 to 6.

**General Services Department:**

**INFORMATION TECHNOLOGY:**

1. Staff is now awaiting budget review and direction to proceed on the business plan submitted in the last Manager's Report. In the interim we are trying to get ahead of work orders and other projects to clear the decks to implement the business plan.

2. We anticipate going out for competitive bid on the new IT network in early May, 2010...**HIGH**

3. All toll free phone #s listed on the Village website have been picked up by Skype which allows users of the website who have signed up with the free Skype service to make a phone call from their Laptop or PC to our staff as listed. This facilitates an individual being able to talk to staff and utilize their computer at the same time allowing the customer to be directed to items on the computer related to Village business.

**HUMAN RESOURCES:**

1. Police Chief Assessment was held on Monday, April 19, 2010. The Village of Ruidoso had five exceptionally qualified gentlemen to consider and have
identified the top three. This process is a great way to truly assess individual's strengths and characteristics so that the Village can select the most qualified candidate that "fits" our needs and the community. Mayor will make his appointment at the April 27th Council Meeting. "Thank You" to the Mayor, Council, Village Manager, Department Directors, and the citizens that participated in the Police Chief Reception and Assessment Process.

2. Human Resources Department is working on a computer development class with ENMU-Ruidoso to provide a twelve hour combined Microsoft Word 2007/Excel 2007 class. This class will offer some basic information on the 2007 product. This class will show how the two programs can work together to their full potential. Employees will receive a certificate for the class. This class is developed at a basic to intermediate computer level that will help office personnel to use the 2007 computer software to create efficiencies in their departments. (High Priority)

3. Personnel Committee is working on scheduling a one or two day full wrap-up session on the Personnel Manual in May. (High Priority)

4. Current job postings listed below:

<table>
<thead>
<tr>
<th>Job Postings</th>
<th>Vacancies</th>
<th>Closing Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Service Technician</td>
<td>1</td>
<td>April 2nd @ 4:00 p.m.</td>
<td>10 Applications received. Interviews in progress</td>
</tr>
<tr>
<td>Court Clerk I</td>
<td>1</td>
<td>April 19th @ 4:00 p.m.</td>
<td>24 applications received. Interviews in progress</td>
</tr>
<tr>
<td>Animal Control/Code Enforcement Officer</td>
<td>1</td>
<td>April 8th @ 1:00 p.m. (internal posting)</td>
<td>6 Applications received. Interviews in progress</td>
</tr>
<tr>
<td>Temporary Parks Maintenance Worker</td>
<td>2</td>
<td>April 16th @ 4:00 p.m.</td>
<td>15 Applications received. Interviews in progress</td>
</tr>
<tr>
<td>Central Receptionist/ Administrative Support</td>
<td>1</td>
<td>April 21st @ 4:00 pm</td>
<td>Accepting Applications</td>
</tr>
<tr>
<td>Staff Accountant I</td>
<td>1</td>
<td>April 30th @ 4:00 p.m.</td>
<td>Accepting Applications</td>
</tr>
<tr>
<td>Solid Waste Operator/ Driver</td>
<td>1</td>
<td>April 30th @ 4:00 p.m.</td>
<td>Accepting Applications</td>
</tr>
</tbody>
</table>

5. Status changes in employment:

<table>
<thead>
<tr>
<th>Retiring</th>
<th>Position</th>
<th>Last Day of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark McNutt</td>
<td>Line Technician Foreman (Airport)</td>
<td>07/16/10 Retiring</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Hire</th>
<th>Position</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Coughlin</td>
<td>Court Clerk II</td>
<td>04/19/10</td>
</tr>
<tr>
<td>Promotion/Transfer</td>
<td>Position</td>
<td>Date of Promotion/Transfer</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Janet Lynn</td>
<td>Permit Technician/Administrative Assistant</td>
<td>04/25/10</td>
</tr>
<tr>
<td>Gary Goss</td>
<td>Chief Plant Water Operator</td>
<td>04/11/10</td>
</tr>
<tr>
<td>Anna Gail Grassie</td>
<td>Finance Clerk I</td>
<td>04/11/10</td>
</tr>
</tbody>
</table>

**TRAINING OPPORTUNITIES SCHEDULED FOR MAY**

April 12, 2010
8:00am – 10:00am
10:00am – 12:00pm
1:00pm – 5:00pm

Tree Trimming & Chainsaw Safety
Safety Awareness & Hazard
Recognition
Coaching the Experience Driver
Convention Center
Convention Center
Convention Center

**Library Department:**

**Library Projects**

<table>
<thead>
<tr>
<th>Project</th>
<th>% Complete</th>
<th>Target</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Card authentication at the public computer labs</td>
<td>75%</td>
<td>All ages</td>
<td>Provide more computer sessions to the public each day. Keep children at workstations with the appropriate amount of filtering. Customers who owe money or fail to follow the rules can be blocked until they speak with staff.</td>
</tr>
<tr>
<td>Summer Reading Programs</td>
<td>75%</td>
<td>All ages</td>
<td>Performances, crafts, activity, and reading groups for all ages to encourage reading over the summer. This year’s theme is water.</td>
</tr>
<tr>
<td>Title Bar Code replacement</td>
<td>60%</td>
<td>High use Items</td>
<td>Replace homemade bar codes with industry standard so materials can be self checked</td>
</tr>
</tbody>
</table>

**Library Events**

A partnership between the Ruidoso Public Library, Lincoln County Literacy Council, and the Friends of the Library yielded a $5,000 grant from the American Library Association. *The American Dream Starts @ your library®* is a nationally recognized program funded by Dollar General. Our Library was one of 70 in 21 states selected to receive funding to build capacity, strengthen literacy services, and reach out to new customers.
This month the Children’s Library continues Science Wizard field trips. Youth Services Librarians put on a magic show and demonstrate the science involved with the illusion of each trick. The field trip theme for May is Ending on a Good Note and will be all about music.

The Library Advisory Board finished the annual review of the Library’s Goals before our budget meeting. These will be submitted to Council before July of this year as required by the Comprehensive Plan.

**Parks and Recreation Department Report:**

1. In an effort to showcase Ruidoso and Lincoln County as a Military Recreation Destination a tour to Ft. Bliss is scheduled for April 30th. Thirty member of the public will be attending the tour. (Info-High)

2. The Cemetery Board met on April 21st in Council Chambers at 11:30 a.m. to continue discussion on the future cemetery site. (Info - High)

3. The Parks and Recreation Commission met on April 21st at 5:30 p.m. in Council Chambers. (Info)

4. Tentative opening date for the swimming pool is May 29th.

5. IMBA (International Mountain Bicycling Association) is in Ruidoso working on the Bike Trails Design Plan.

6. A News Release dated April 19, 2010 was sent out to (Debbie Jo attended and represented Lincoln County)

New Mexico Film Industry a Top Attraction at World’s Largest Film Industry Trade Show

*New Mexico Film Office Booth Takes First Place as “Most Informative” at AFCI Locations Trade Show/Governor Richardson makes surprise appearance via Skype*

SANTA FE - New Mexico’s film industry received a lot of attention at the just-concluded Association of Film Commissioners International (AFCI) Locations Trade Show in Santa Monica, California. Representatives from the New Mexico Film Office, Cerelink, Albuquerque Studios, the New Mexico Computing Applications Center, and film liaisons from Albuquerque, Santa Fe, Lincoln County, and Zia Pueblo participated in the three-day conference. The AFCI Locations Trade Show is the largest of its kind and brings together thousands of film industry representatives from around the world.
On Friday Governor Bill Richardson made a surprise appearance via Skype to a group of dozens of film industry executives attending a private presentation about New Mexico.

"In addition to cutting edge technology, New Mexico offers extraordinary vistas, creative talent, a world-class film and television crew base, and an unbeatable range of production incentives to help the filmmaker realize his or her vision," Governor Richardson told the audience. "That's why, since I took office in 2003, over 140 feature films and television series have chosen to shoot in New Mexico." The Governor also pointed to the state's growing base of film-related companies, which includes state-of-the-art production and post production facilities.

The New Mexico Film Office booth took first place as the "most informative booth" out of 233 booths representing US states and more than 30 countries. In the spirit of being environmentally conscious, New Mexico's display was "paperless" and featured two large touch-screen monitors that allowed visitors to personally search a database of thousands of high-resolution photographs of locations throughout the state.

Cerelink, a Corrales, New Mexico-based cloud computing company, recently worked with DreamWorks Animation on the 3D motion picture How to Train Your Dragon. The Cerelink display at the trade show featured 3D video from the movie.

Since Governor Richardson took office in 2003 more than 137 major film and television productions have been made in New Mexico, with an estimated economic impact of more than $3-billion. There are 10,000 direct and indirect film-related jobs in the state, and more than 250 businesses and services directly related to the industry.

For more information contact Pahl Shipley at the New Mexico Film Office (505) 476-5613. Follow the New Mexico Film Office on Facebook and Twitter.

7. Events at Wingfield Parks are scheduled as follows:

May 22nd - Concert in the Park (FREE) 4:00 – 8:00 pm
May 23rd — Church in the Park 10:00 – 2:00 pm

June 5th – Mountain of Blues
June 12th – Private Wedding (Tentative)
June 19th – RHS Reunion Picnic 11:00 - 2:00 pm
   Concert in the Park (FREE) 4:00 – 8:00 pm
June 20th – Church in the Park 10:00 – 2:00 pm

July 3-4th – River Rendezvous
**Projects/Description** | **History/Status**
--- | ---
New Cemetery Site | On **February 23, 2010** The Cemetery Board met the Council in closed session to discuss the future site of a cemetery. Direction was given to continue seeking alternative sites that are not subsidized by the Village. On **March 17, 2010** the Cemetery Board met to discuss alternative sites. **April 21, 2010** Cemetery Board Meeting.

Military Recreation Destination | In **September 2009** Debi Lee, Village Manager, directed Debbie Jo Almager, Director of Parks, Recreation & Economic Activities to come up with a plan to make Ruidoso a Military Recreation Destination. In the month of **October 2009** Debbie Jo spoke to Paul Sanchez who assists with MAW about the directive given to her. They met several times and came up with a proposal. Paul then met with Steve Tally, Tourism Director, and decided to meet with others to discuss the proposal. On **November 11, 2009** a meeting was held with Debi Lee, Village Manager; Steve Tally, Tourism Director; Sandi Aguilar, Chamber Executive Director; and Richard Aguilar, RVEDC Executive Director to hear the Ruidoso as Military Recreation Destination proposal. The group agreed on the concept and recommended a presentation be given to Lodger's Tax Committee as a marketing project. On **November 12, 2009** Debbie Jo Almager presented the proposal to the Lodger's Tax Committee but was not favorably supported so no action was taken. On **November 17, 2009** during the Parks & Recreation Commission meeting Steve Tally, Tourism Director, informed the board that the proposal was too costly and that he could do the project. On **December 16, 2009** Steve Tally, Tourism Director, held a meeting with Holloman Air Force Base personnel and others in the community to discuss storage space for recreation equipment for troops to rent while visiting Ruidoso. During the
meeting it was determined that Steve Tally would follow up and schedule another meeting with all MWRs to invite other bases to Ruidoso. As of yet that meeting has not been set.

In March 2010 Ft. Bliss informed Millie Woods, President of MAW that they would like Ruidoso to be the Military Recreation Destination for Ft. Bliss.

On March 14, 2010 Debbie Jo Almager and Paul Sanchez presented their MRD proposal to Mayor Albom and Councilor Williams, Mayor Armstrong of the City of Ruidoso Downs and Debi Lee, Village Manager were unable to attend.

On April 25, 2010 Ft. Bliss personnel attended a special meeting with Mayor Albom and Mayor Armstrong as well as Debi Lee, Village Manager, Debbie Jo Almager and various attraction managers, Chamber of Commerce staff, Hotel managers, etc.

On April 30, 2010 Ft. Bliss Tour is being scheduled.

In mid-May Cannon Air Force Base will be coming to Ruidoso for a special meeting with Debbie Jo Almager to discuss their opportunity for Military Recreation in Ruidoso.

On May 28, 2010 Ft. Bliss will be back in town to discuss strategies for implementing Ruidoso as a Military Recreation Destination.

<table>
<thead>
<tr>
<th>Ruidoso Initiative</th>
<th>Film</th>
</tr>
</thead>
<tbody>
<tr>
<td>On February 23, 2010 Mayor Ray Albom appointed Debbie Jo Almager as Ruidoso Film Liaison with the State of New Mexico</td>
<td></td>
</tr>
<tr>
<td>On March 9, 2010 MOU signed by Mayor Albom to designate Debbie Jo as Ruidoso’s Film Liaison</td>
<td></td>
</tr>
<tr>
<td>On March</td>
<td></td>
</tr>
<tr>
<td>On March 19, 2010 the Film Liaison from the area met with the Mayors from Corona and Ruidoso. Mayors from Capitan and Ruidoso Downs were unable to attend but a contact person for Capitan was in attendance. It was agreed that Film Lincoln County NM Committee be established.</td>
<td></td>
</tr>
<tr>
<td>On March 30, 2010 Resolution 2010-10 was adopted declaring Commercial Film Production to Have Positive Impacts on the Community and Establishing Further Guidelines for Film Permit.</td>
<td></td>
</tr>
<tr>
<td>Lincoln County Lodger’s Tax Committee approved $2,000 for printing of a film brochure for Debbie Jo to take on her trip to California. Brad Cooper has agreed to work on a website for Film Lincoln County NM.</td>
<td></td>
</tr>
<tr>
<td>On April 10, 2010 Debbie Jo attended Governor’s Council on Film and Media Industries Town Hall Meeting in Albuquerque</td>
<td></td>
</tr>
<tr>
<td>On April 12, 2010 Curt Temple to attend NM Film Industry Workshop in Las Cruces.</td>
<td></td>
</tr>
<tr>
<td>On April 14-18, 2010 Debbie Jo to attend Film Trade</td>
<td></td>
</tr>
</tbody>
</table>
**Recreation Trails Program (RTP) Grant**

Location Show in Santa Monica, CA

Film Lincoln County NM Booth received 1st place as Most Informative booth out of 233.

Next Film Lincoln County NM Committee meeting scheduled for April 26, 2010 in Capitan location TBA

**Staff is preparing to submit the RTP grant by April 30, 2010 deadline.**

On **March 16, 2010** Staff requested a letter of support from Lincoln County Commission for the Ruidoso Trails Project, the letter was approved and awaiting a copy.

On **March 30, 2010** Ruidoso Chamber of Commerce presented a resolution to Debbie Jo supporting the Ruidoso Trails Project.

On **April 27, 2010** A resolution and approval from Council to submit grant will be presented to Council.

**IMBA – Bike Trails Design Plan**

**Recommended Design Trail Master Plan schedule:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 5-9</td>
<td>GIS data collection and base map preparation (off site)</td>
</tr>
<tr>
<td>April 12</td>
<td>Mobilize to site</td>
</tr>
<tr>
<td>April 13</td>
<td>9:00 a.m. Meet w/ VOR staff and review VOR properties. 3:00 p.m. meet with USFS(Richard Carlson) at ranger station and commence field review of USFS sites.</td>
</tr>
<tr>
<td>April 14 - 16(17)</td>
<td>Trail Assessment</td>
</tr>
<tr>
<td>April 14-15th</td>
<td>Meet with USFS Arc and bio specialists in field.</td>
</tr>
<tr>
<td>April 17-24</td>
<td>Trail Planning</td>
</tr>
<tr>
<td>April 18 or 19</td>
<td>Meeting w/ USFS, VOR and other stakeholders (2-4 hours and arranged by Village of Ruidoso, possibly in evening. If there is need for additional USFS input this may be two meetings one during the day with USFS staff and one in the evening aimed at public input. The meeting during the day may be in the field.)</td>
</tr>
<tr>
<td>April 25</td>
<td>Travel home</td>
</tr>
<tr>
<td>April 26 -May 7</td>
<td>Draft Conceptual Mountain Bicycle Trails Plan report and map. Provide plans and map to USFS and VOR for comments by April 29th.</td>
</tr>
<tr>
<td>May 7 - 21</td>
<td>Receive comments from USFS and VOR.</td>
</tr>
<tr>
<td>May 24 - June 4</td>
<td>Revise plan and map per comments</td>
</tr>
<tr>
<td>May 28</td>
<td>Deliver plan and map.</td>
</tr>
</tbody>
</table>

This planning effort will focus on the Perk and Grindstone areas adjacent to Ruidoso and include the Bonito area if time permits.
A task list for the project is attached to provide an overview of the scope of work.

| Parks & Recreation Master Plan | On December 19, 2010 a CDBG Grant was submitted for funding the master plan.  
On March 26, 2010 word from CDBG came that the grant was not approved because the project did not meet the slum and blight category. |

**Planning:**
1. **Staff** has completed its reorganizing Departmental functions and land development processes. The resulting process has being assembled into a land development manual and is now being implemented thru the Village’s Development Review Committee (DRC). This process was provided to the Planning & Zoning Commission. **(High Priority)**

2. On April 6th, the Planning & Zoning Commission held a meeting to hear the following item:
   a. PV10-004 – Variance Request – Lot 16, Block 14, Alto Crest Subdivision; Trevor and Samantha Martin. This variance was approved 7 – 0.
   b. Staff discussed new land development procedures with the new Planning & Zoning Commission.

The April 20th P & Z meeting consisted of a discussion on the new proposed Comprehensive Plan and presented information concerning general planning concepts. Staff intends for the second P&Z meeting of the month to be used for review of the Comprehensive Plan and Zoning Code.

3. **Building Inspections for March, 2010.**
   - Building = 80
   - Plumbing/Mechanical = 60
   - Electrical = 53 (Permit process still cycling over from State inspection services)

4. **Building permit activity report for March is attached with new permit values totaling $1,869,588 and fees of $22,462.**

5. **Development review activity is showing on the attached status sheet.**

6. **Staff is gearing up for the implementation of the Short Term Rental program that was previously approved by Council. Staff will review the existing Ordinance to determine if further modifications are needed to assist in implementing this program.**
7. Staff has submitted for funding thru grant application, specifically the Smart Growth Implementation Assistance program thru the EPA, to be used for the preparation of the amendments to Chapter 54 of the Code of Ordinances in order to update the Zoning Code and make it consistent with the Village’s Comprehensive Plan. Staff is awaiting word of this grant approval which is expected in May.

**Police:**

1. During this reporting period investigative activity has been extensive; specifically regarding the initial 3/19 shooting incident involving 18 year old Alesha Gallegos at Camelot Apartments, which sadly became a homicide on 4/5/10 with her demise from complications with her initial injuries. Criminal Investigations Division (CID) officers, assisted by numerous uniformed officers, have exhausted considerable man-hours with dozens of interviews, execution of numerous search warrants on residences and vehicles of the person(s) identified in conjunction with the homicide and related incidents. Investigation continues with collaboration with Mescalero BIA, Ruidoso Downs PD, the Lincoln County Sheriff's Department and the Federal Bureau of Investigation (FBI). Criminal charges and arrests are impending. ((HIGH)).

2. On 3/25/10, after an intensive two year effort to acquire mobile computer terminals for Ruidoso Police patrol and CID vehicles, Sergeant Wade Proctor is credited with finding a source for refurbished computers through a NM Department of Public Safety (NMDPS) program! We will be receiving (AT NO COST), twenty-one (21) Motorola "Tough Book" mobile computer terminals with applicable software to allow officers in the field to directly access law enforcement and in-house reporting writing databases. The costs of for required in-vehicle mounts, external antennas and wireless service connections (air cards) will be absorbed through our designated NM Law Enforcement Protection Funds. (REGULAR)

3. During this reporting period, we have updated the Police Department’s website (www.ruidoso-nm.gov/police), to include a "Crimestoppers" link, a "BOLO" (Be On Look Out) link and a "MEDIA" link. This was accomplished by our Public Information Officer (PIO), Sergeant Dale Harrison in conjunction with the Village IT Manager, Penny Parks. The website is also being added to our local newspapers “Police Briefs” sections. In the forthcoming budget year, we will add the website address to all of our marked police vehicles (MEDIUM).

4. On 3/24, a minor setback was incurred when our E911 sanctioned contractor, GENSET reported that the installation date of our E911 Program acquired emergency generator was misquoted and the actual installation date will be 5/19/10 versus 4/19/10. (HIGH)

5. During this reporting period, Code Enforcement Officer Kalama Davis has continued his directed "due diligence" efforts and has documented his
productivity in calls handled, identified nuisances and violations corrected or cited, and pending court resolutions. CEO Davis has accomplished the majority of animal control calls under the tutelage of soon to be leaving ACO April Allen, whose last duty day is 4/7/10. CEO Davis will be responsible for the combined CEO and ACO obligations pending the hiring of ACO Allen’s replacement. (REGULAR)

6. During this reporting period, the Ruidoso Police Department has hosted required NM Law Enforcement Proficiency Training, taught by our in-house Training Officer, Dave Gallegos, for biennial requirements for 11 public safety agencies, aside from our own, from throughout the State, which encompassed Child Safety Act, Hate Crimes, Safe Pursuit Act and Domestic Violence requirements. (REGULAR)

7. On 3/30-31/10, Our Departmental Firearms Instructors, Deputy Chief Dewayne Goar, Sergeants Joel Martin and Wade Proctor successfully completed their biennial qualification/recertification for their Firearms Instructor Certifications at the New Mexico Law Enforcement Academy. (REGULAR)

8. On 4/5/10, Probationary Telecommunications Officer (TCO) DeeDee Neal started her three (3) week TCO/Emergency Dispatch Certifications training at the New Mexico Law Enforcement Academy. The Department’s Victim Advocate, Dawna Reyes and Patrol Officers Jaime Urban, Josh Snodgrass and Dave Gallegos are undergoing advanced training in a Victim's of Crimes Advocate (VOCA) sponsored training program in Albuquerque thru 4/9/10. (REGULAR)

9. The Police Department’s FY 2010-11 draft budget proposals have been completed and turned in to the Village Manager and Finance Director; a major endeavor, accomplished only with the assistance of our Department's Office Manager, Natalie Davis.

Public Works Department:
Director's Report:

1. Staff continues to meet with various engineering companies regarding flood issues. HIGH PRIORITY

2. Grindstone Dam - Staff continues to work with representatives from AMEC, Wilson&Co, and Geomechanics Southwest, Inc. to develop a work plan regarding Grindstone Dam for submittal to Dam Safety Bureau. Staff is evaluating the 1st Draft of the Work Plan that was delivered Friday (April 16, 2010) and the OSE will require at least 2 weeks to review after the final work plan is presented. A presentation to Council will follow approval by the Dam Safety Bureau prior to coring the dam. HIGH PRIORITY
3. Alto Reservoir – Staff assisted in a flow study on Eagle Creek during the clean out and inspection operations. The attached table and map show the results. The Reservoir is currently being filled.

4. FEMA – Staff continues to interface with FEMA and DHS in order to expedite FEMA approval of the Environmental Assessment (EA). In November 2009 our Environmental Engineering Firm (Zia Engineers) submitted the environmental analysis for the structures and the sewer line relocation projects to the State of New Mexico Historical and Preservation Office (SHPO). SHPO submittal and approval was a prerequisite for FEMA submittal. Staff engaged with SHPO numerous times in an effort to expedite. SHPO elected to not begin their review until February due to budget cuts and furloughs. We finally received SHPO approval in March 2010 and forwarded the document to FEMA for their approval.

SHPO’s extended review time has pushed the construction timeline back from Memorial Day completions to much further into the summer and early fall. FEMA requires a minimal 45 review time for the environmental documents followed by a minimum of a 30 day public notice before they will release a FONSI (Finding of No Significant Impact). Unfortunately we have to have a FONSI to proceed with purchase and construction of the bridges in order to qualify for FEMA funding. We had originally planned on having a FONSI by end of March 2010 and contracts released for construction in April. An approved EA is required prior to the purchase of the replacement bridges. Staff will attempt to get approval from FEMA to proceed with the purchases upon award. **HIGH PRIORITY**

5. Permanent Bridges – An evaluation committee met Tuesday April 20, 2010. Suppliers will be presenting on Friday April 30, 2010. Award should follow the evaluation committee’s recommendation. The permanent bridge installation time line is affected by the FEMA approval of the Environmental Assessment. There is an opportunity to proceed with the procurement of the Main RD #1 Bridge as it will not be FEMA funded (grant funded). The list of bridges that are under design for replacement are as follows: **HIGH PRIORITY**

1. Main Rd #1 (lower bridge)
2. Main Rd #2 (upper bridge)
3. Eagle Dr
4. McDaniel Dr
5. Coyote Lane
6. Sleepy Hollow Rd
7. River Trail
8. Robin Rd
9. Close Rd
10. North Loop Rd #2 (upper bridge)

6. WWTP – Phase 1b – Notice to proceed was given to RMCI July 27, 2009. Contractor is on site and proceeding with the project. RMCI currently forming and pouring concrete for basins. The next monthly Construction Progress
meeting is scheduled for May 13, 2010 @ 10:30 am in the CORD Council Chambers. HIGH PRIORITY

7. WWTP – Onsite operator training is ongoing. Performance of Phase 1a equipment has been good with only small start up issues to date. Start up issues are being addressed. MEDIUM PRIORITY

8. Grindstone Sewer Line – Work has been completed. HIGH PRIORITY

9. Staff is investigating various alternate energy solutions for Airport and RWWTP (solar and low head micro-hydro).

10. Staff continues to provide construction management support for the Convention Center Remodeling effort. The new solid waste office building received an Occupancy Certificate from the state, so we are happy to report another project has been completed. MEDIUM PRIORITY

11. Airport – The airport continues to work on various areas for improvement. We will continue to meet on a regular basis with the “Pilot Board” and work on planning the Fly-In. We had 326 flight operations at SBRA in the month of March. This is consistent with what we saw in 2009. Fuel sales are continuing to perform well with a higher profit return this year over last. HIGH PRIORITY

12. Engineering – Staff is continuing to investigate new ways to utilize the Street Department in support of the Sewer Department and other departments in general. Early indications are that there is significant cost savings in self performing certain projects. Staff is also re-developing the Village Grease Trap Program and associated ordinances. This program is critical to the successful operation of the new plant. Items in progress are as follows: MEDIUM PRIORITY

- Rewriting ordinance language for grease traps and industrial waste to provide improved enforcement capabilities.
- Mr. Decker’s PE registration is in process. Transcripts have been submitted. Reference request letters have been sent, verification of testing and registration in PA has been requested and letters requesting verification of employment are being prepared.
- Prepared ordinance language and justification for a “rebate line” option to encourage property owners to extend the sewer and water systems.
- Developing project scheduling chart to track all major projects.
- Inspected sewer system problems locations. Preparing plan for corrective action.
- Assisted with development of plan to repair sewer reinforcement on line in Upper Canyon.
- Prepared letter of support for River Restoration grant application.
- Prepared draft letter requesting EPA technical assistance related to Smart Growth.
• Evaluating options for installation of pumping system on Abbey Place.
• Assisting with reorganization of budget account numbering to conform to DFA system.
• Prepared org charts for budget at request of Human Resources Department.
• Prepared draft letter notifying residents along Grindstone to connect to new sewer. Letter will be presented to Council for authorization to send once contractor has finished repairs to main line.
• Prepared cost estimate for budget for sewer extensions along Grindstone to be accomplished in-house.
• Developing formal signed agreement for construction of utility improvements that will be required prior to presenting a subdivision or commercial development to the Planning Commission for approval.
• Reviewing options for water line improvements along Hwy 70.
• Attended symposium on new treatment technologies.

13. Staff is developing a reorganization plan for Vehicle Maintenance in order to facilitate better/faster service at lower cost. Staff is interviewing representatives from various departments in order to capture their concerns and experiences to date and gather recommendations. An operational assessment is in progress.

**HIGH PRIORITY**

**Water Utilities Department:**

**Water**
1. Water crews helped fill sand bags for flooding in the Upper Canyon on Main road, McDaniels Bridge, North Loop and Noisy Water Lodge.

2. Fire Hydrant Maintenance- Raised a few hydrants. Painted fire hydrants.

3. Water Leak- 11C Ridgecrest- Leak on collar of 2" galvanized line- used 2X6 collar leak clamp. Unit 17 Adam Sanchez, Joe Perez and Frank Candelaria worked on leak. Approximate gallons lost- 50,000

4. Water Leak- Bogie Lane and Country Club- called in for emergency dig- Clamp on 6" line was leaking, crews dug up old patch and tightened clamp- Unit 17 Adam Sanchez, Joe Perez and Frank Candelaria & Unit 13 Roy Warren, Ralph Morales and Dennis Roberts worked on leak. Approximate gallons lost- 60,000

**Sewer**
1. Work complete on exposed sewer line in Ruidoso River repaired by Jack Johnson Excavating in Upper Canyon near Malone Bridge.

2. Work completed on Grindstone Canyon Road by NM Underground to mitigate manholes and sewer service lines on Grindstone Canyon Rd.
3. Electrical work was required at Lift Station #2 in Camelot Sd. The lift station required manual pumping multiple times a day by crew members Jaime Newsome and Gary Blackburn for nine days while waiting for needed parts to be ordered and installed.

**GIS Section – Lori Carpenter:**
1. Work on 67 address changes for Pinon Park Condos.

2. Go into field & check all unit numbers for Innsbrook Village, there are 3 sections of road that need to be either named or assigned to existing road. Correct unit numbers for Innsbrook Dr condos.

3. Work on VOR land inventory for Bill Morris.

4. Develop subdivision map for Beth Hood for Planning Board.

5. Print out banners for Tania Proctor.

6. Enter in Fire Hydrant work orders for Jodie Rue.

**Solid Waste Department:**
1. As reported last time we have one grapple truck down and one vacancy for a driver operator position. We have ordered the engine for the grapple truck and expect to start work within two weeks. We have begun to advertise to fill the vacant position.....**MEDIUM**

2. The free mulch for our residents is continuing at the White Mountain Sport Complex.....**REGULAR**

3. The new Solid Waste Administration Building is now online and we have moved in.....**REGULAR**

4. An audit by staff has revealed a discrepancy in billing and payment to Sierra Contracting with respect to the current contract language as approved by Council on 5/13/08. Staff is planning to meet with Sierra Contracting to resolve this matter.....**HIGH**

5. The Department’s Recycling Program was nominated for an annual award by the New Recycling Coalition while we did not receive the award being nominated was an honor in itself. Jeff Kaplan has been invited to the annual meeting on June 23, 2010 to speak on the Village’s recycling program.....**REGULAR**

6. As a result of the department’s commitment to furthering our staff’s training and certifications we were recognized with a “Certificate of Dedication to Employee Excellence” from Brockwell, Inc. The latest employee to go through training in hydraulics was Joe Cabe, Mechanic 1.
Streets Department:
1. During the past two week period, the following projects are in progress or have been completed by employees of the Street Department. There is still an emphasis on equipment repair and filling pot holes.
   • Fire Station #2: Hauled chips from the ball field to Fire Station.
   • Ridge Road: Improved this road with base course and grading.
   • Apache Hills & Wingfield: Utility cuts repaired and patched with asphalt.
   • Course View: Installed sign.
   • Brady Canyon & Royal: Patched pot holes with cold mix.
   • Upper Canyon: Addressed flooding issue with river restoration.
   • McDaniel’s & North Loop Bridges: Dirt work & berms for flood prevention.
   • Sweeping Streets: On going effort to keep Sudderth & Mechem free from debris.
   • Solid Waste Department: Paving work on parking lot.
   • Intersection of 5th Street & Sudderth: Rebuilt drainage.
   • Mesa Verde – Alamogordo: Hauling and stock piling street materials in the Street Department yard for upcoming projects and road work.
   • Old Fire Station @ Rio & Eagle: Continue with public parking lot.
   • Paradise Canyon Drive: Cutting and trimming trees, along with addressing drainage issues to prepare for ARRA paving project.

Future assignments and projects are as follows:

   • Paradise Canyon Drive: Drainage issues completed by April 30th.
   • Chip Sealing Projects: Continue with various Village of Ruidoso streets.
   • Old Fire Station at Eagle & Rio: Complete parking lot, weather permitting.
   • Utility Street Cuts: Catch up with patching these areas.
   • Pot Holes: Catch up with patching these areas.
   • Hauling Street Material: Major hauling process for all of the above pending projects.

Purchasing Department:
The following is a list of information from the Purchasing Department:

ACTIVE PROPOSALS:

RFP 09-009 - REQUEST FOR PROPOSALS FOR QUALIFICATION-BASED ON CALL WELL SERVICES FOR THE WATER WASTEWATER DEPARTMENT. This proposal will be for a qualification based contractor (firm) to be available for any problems that arise with any of the Village’s Wells. This proposal will be advertised in March and due in April. This proposal was advertised on Friday, April 9, 2010 in the Ruidoso News, Alamogordo Daily News, Roswell Daily Record and Albuquerque
Journal. The due date for this proposal will be May 12, 2010 and will be evaluated sometime the week of May 17, 2010.

RFP 09-013 FOR PROFESSIONAL SERVICES FOR OPERATION OF A VISITOR’S CENTER FOR THE VILLAGE OF RUIDOSO. The services requested are to provide a maximum exposure to the tourism and visitors market in order to boost the Village’s economy. This proposal was advertised on March 4, 2010 in the Lincoln County Times and on March 5, 2010 in the Roswell Daily Record, Alamogordo Daily News and Albuquerque Journal. The proposal is due on April 6, 2010 and will be evaluated by committee on April 14, 2010. As of the due date of April 6, 2010 there were 2 requests and only 1 response. The evaluation committee met April 15, 2010.

RFP 09-015 FOR PREQUALIFICATION OF PRE CAST CONCRETE BRIDGE MANUFACTURERS. RFP 09-015 was advertised on March 21, 2010 in the Denver Post, the Arizona Daily Sun, and the Albuquerque Sunday Journal. This was also advertised in the Ruidoso News on March 19, 2010. This proposal is to pre-qualify Manufacturers of prefabricated pre-case concrete bridges. Ten (10) bridges were damaged in the July 2008 flooding. It is in the best interest of public health and safety of the residents to retain the services of a single qualified and experienced Supplier to furnish the superstructure and substructure design, all structural components, accessories and supervisory services on a “turn-key” basis. As of April 2, 2010 there have been 5 requests for this proposal. As of the due date of April 13, 2010 there were 5 requests and 4 responses. The evaluation committee met on April 20, 2010.

PROPOSALS IN PROCESS:

REQUEST FOR PROPOSALS FOR Professional services to develop a Master Plan for the Parks & Recreation Department. The Purchasing and Parks & Rec. Dept are in the process of preparing a proposal to develop a Master Plan for the Parks Department. This proposal will be qualification-based. Before issuing this proposal, funding will be in place.

ACTIVE BIDS:
IFB 09-016 – Invitation for bid for a CAFS System and Installation on Fire Engine for the Fire Department. This bid is for a Compressed Air Foam System to be installed on one of the Fire Engines that is being built for the Village of Ruidoso. This bid was advertised on April 12, 2010 and is due on April 30, 2010. As of April 16, 2010, there has been one request for this bid.

BIDS IN PROCESS:
The General Services Department and Purchasing are in the process of reviewing and preparing an Invitation for Bid for an IT Network system for the Village of Ruidoso. This bid is to provide a discrete private WAN network with a minimum of 25 mbps service both in upload and download capability between the Village of Ruidoso
Village Hall located at 313 Cree Meadows Drive and the Village of Ruidoso Annex Building located at 421 Wingfield, additionally a minimum of 25 mbps internet (ISP) service both in upload and download capability to the Village of Ruidoso Annex Building. The following facilities shall have a minimum of 10mbps service both in upload and download capability within the private WAN network. Also to provide separate Internet (ISP) service of a minimum of 25mbps both in upload and download capability to the Village of Ruidoso Village Hall located at 313 Cree Meadows Drive and the Village of Ruidoso Annex Building located at 421 Wingfield. Provide separate Internet (ISP) service of a minimum of 10mbps both in upload and download capability.

The Purchasing and Executive Departments are in the process of preparing an Invitation to Bid for the Janitorial Services for Village Hall and the Ruidoso Public Library.

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).

**Water Billing Department: (Previously Presented)**
The following is a list of information from the Water Billing Department

The Shut off list for February 05, 2010, was for Cycle 3
1\textsuperscript{st} bill Service Period 11/09/09-12/09/09 Due on 12/31/09
2\textsuperscript{nd} bill Service Period 12/13/09-1/13/10 Due on 2/05/010

**RESIDENTIAL**

There were 10 residential accounts that were shut off for Cycle 03. There were 6 customers that came in and paid or sent in payment or came in to sign a payment Agreement.

There are 4 accounts that still remain off as of February 16, 2010.

**COMMERCIAL**

There is no commercial account on this cycle.
### Monthly Water Production Report (MGD)

**April 2010 - Monthly**

<table>
<thead>
<tr>
<th>Date</th>
<th>WTP3 Effluent (Alto)</th>
<th>WTP4 Effluent (Grindstone)</th>
<th>Cherokee</th>
<th>Hollywood</th>
<th>MGD</th>
<th>Daily Totals</th>
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<tbody>
<tr>
<td>04/01/10</td>
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<td>0.000</td>
<td>MGD</td>
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</tr>
<tr>
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<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>MGD</td>
<td>31.802</td>
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<td>04/24/10</td>
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<td>MGD</td>
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<td>04/25/10</td>
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<tr>
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<table>
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<td>Total MG</td>
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</table>
Water Production Report

Date: Monday, April 19, 2010

Alto Crest

Production
Wells flows: 495 GPM
Eagle Creek flow: 0 GPM
Total Plant flow: 0.721 MGD

Tank Level:
5 Million gallon tanks: 52 FEET

Alto Lake:
Water level: 15 Feet below Spillway

Grindstone

Production
Total Plant Flow: 0.466 MGD

Tank Level:
3 Million gallon tank: 46 FEET

Grindstone Lake:
Water level: 16.3 Feet below Spillway
Current Capacity: Approx 310 MG 63%
Designed Capacity: 495 MG
Diverting into Grindstone: 1 Cubic feet per second

Gaging Stations
Upper Canyon station: 118 Cubic feet per second
Hollywood station: 130 Cubic feet per second

Comments: Currently in Phase 2 Condition as of 9-21-09
Phase 3 Conservation Trigger conditions are as follows. (2 of 4 Conditions Must be met)
1. Alto Lake Level 3' below spillway. Currently 15 Feet from Spillway.
2. Eagle Creek & Wells below 1200 gpm. Meets one condition.
3. Phase Trigger condition: 5 Mill Tanks Below 83% (46 ft) capacity for more than 24 hrs.
   Current capacity at 95%, 52 feet.

Two Conditions to enter into Phase 3 Conservation are met. Requires 2 of 4 Conditions be met.

The Water Department recommends moving to Phase 3 Condition.
<table>
<thead>
<tr>
<th>Date</th>
<th>EC0</th>
<th>EC1</th>
<th>EC2</th>
<th>EC3</th>
<th>EC4</th>
<th>EC 4.1</th>
<th>EC5</th>
<th>EC6</th>
<th>EC7</th>
<th>Discharge</th>
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<tr>
<td>3/11/2010</td>
<td>2.77</td>
<td>3.55</td>
<td>2.90</td>
<td>2.67</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
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<td>DRY</td>
<td>NMOSE 1350 gpm</td>
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<td>3/17/2010</td>
<td>2.78</td>
<td>2.95</td>
<td>2.52</td>
<td>2.60</td>
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<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>NMOSE</td>
</tr>
<tr>
<td>3/18/2010</td>
<td>2.27</td>
<td>2.68</td>
<td>2.48</td>
<td>2.64</td>
<td>2.00</td>
<td>End of flow</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>USGS 1300 gpm</td>
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<tr>
<td>3/24/2010</td>
<td>5.03</td>
<td>5.18</td>
<td>5.11</td>
<td>5.52</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>NMOSE 1250 gpm</td>
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<td>4/1/2010</td>
<td>7.35</td>
<td>9.28</td>
<td>7.33</td>
<td>7.16</td>
<td>DAMP</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>DRY</td>
<td>NMOSE 1300 gpm</td>
</tr>
</tbody>
</table>

**List of surface water measuring stations below Alto Dam on Eagle Creek established March 11, 2010**

EC0 - Located 0.1 mile upstream from EC1 at Lat: 33°23'41.0", Long: 105°40'08.0"

EC1 - Located slightly downstream from well H-1979-S-7 at Lat: 33°23'41.0", Long: 105°40'6.8"

EC2 - Located 0.4 miles below EC1 at Lat: 33°23'34.8", Long: 105°38'46.3" (20 ft west of stake)

EC3 - Located 0.35 miles below EC2 at Lat: 33°23'28.7", Long: 105°38'18.7" (30 ft west of stake)

EC4 - Located 0.8 miles below EC3 at Lat: 33°23'29.8", Long: 105°38'30.4"

EC4.1 - Located 0.4 miles below EC4 at Lat: 33°23'25.9", Long: 105°38'02.3"

EC5 - Located 0.8 miles below EC4 at Lat: 33°23'20.9", Long: 105°38'40.4" on roadway due south

EC6 - Located 0.9 miles below EC5 at Lat: 33°23'27.2", Long: 105°36'46.1"

EC7 - Located 0.5 miles below EC6 at Lat: 33°23'36.1", Long: 105°36'25.6"

**Location information furnished by Atkins Engineering and USGS (EC0 and EC4.1)**

Village of Ruidoso began releasing water from Alto Lake at 1350 GPM at 1:50 PM on March 2, 2010

Village of Ruidoso ceased releasing water from Alto Lake at 10:00 AM on April 12, 2010

Village of Ruidoso released 71,675,855 gallons or 219.97 acre-feet from Alto Lake during the period from March 2 to April 12, 2010
AGENDA MEMORANDUM

Village of Ruidoso

To: Honorable Mayor & Village Council

From: William Morris, AICP
Deputy Village Manager

Date: April 27, 2010

Re: Discussion and Possible Action to Adopt Ordinance 2010-04 Concerning the Ruidoso Convention Center Operations Plan.

Item Summary:

This is a request by Village staff to have the Village Council adopt Ordinance 2010-04 which modifies the current Operations Plan for the Ruidoso Convention Center.

| Fund: N/A | Line Item: N/A | Budgeted Amount: N/A |

Item Discussion:

Ordinance 2010-04 contains proposed modifications to the operations plan for the Convention Center adopted as part of Ordinance 2007-1. These changes include modifications to rates, sanctioned events, and other components.

Recommendations:

Adoption of Ordinance 2010-04.
ACERIA MEMORANDUM

Alleged in Small

[Incoherent text]
VILLAGE OF RUIDOSO
ORDINANCE 2010-04

AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO,
NEW MEXICO PROVIDING FOR MODIFICATIONS TO THE
OPERATIONS PLAN FOR THE VILLAGE OF
RUIDOSO CONVENTION CENTER.

WHEREAS, the Village of Ruidoso is responsible for the operations of a Convention
Center; and,
WHEREAS, the purpose of the Convention Center is to attract conventions,
conferences, meetings, and events that will enhance the Village's economic viability; and,
WHEREAS, in the past, the operations of the Convention Center has been pursuant
to a resolution of the Village Council which Resolution has not been binding on the Village
Council; and
WHEREAS, the Village Council desires to operate the Convention Center pursuant
to an Ordinance that will have the effect of law; and,
WHEREAS, a committee has been duly appointed by the Village Council to draft an
operations plan for the Convention Center.
WHEREAS, the Village Council determined that Ordinance 2007-01 should be
updated from time to time.

IT IS HEREBY ORDAINED that the Operations Plan is hereby adopted by the Village
Council and incorporated herein by reference as if fully set out, and supersedes all other
previous operations plans.

Adopted This 27th Day of April, 2010.

Gus Raymond Alborn, Mayor

SEAL
ATTEST:

Irma Devine, Village Clerk
STATEMENT OF PURPOSE

The purpose of the Ruidoso Convention Center is to enhance the economy of Ruidoso. This is primarily accomplished by the booking of conventions, conferences, meetings, and events attended by people from out of town/county into the Convention Center.

SECTION 1: DEFINITIONS

A. VILLAGE means the Village of Ruidoso or its representative.

B. CONTRACT OR LEASE means the written agreement entered into by Lessor and Lessee which agreement incorporates by reference the provisions of this Resolution.

C. VILLAGE MANAGER OR DESIGNEE means the Village Manager of the Village of Ruidoso and authority for the Ruidoso Convention Center or designee as chosen and assigned by the Village Manager.

D. LESSEE means any person, firm, association, organization, partnership, company or corporation which enters into a contract to use the facilities of the RCC for events, trade shows/convention purposes.

E. LESSOR means the Ruidoso Convention Center, Village of Ruidoso, New Mexico.

F. RCC means the Ruidoso Convention Center, Ruidoso, New Mexico, and all its facilities therein, including the parking areas.

G. MOVE IN/MOVE OUT DAY is the day reserved by the customer to move materials in or out for the event.

H. CONVENTION: A meeting held in the Village of Ruidoso for which sleeping accommodations have been booked by securing a block of hotel/motel rooms for the group, and at which attendance is by invitation or registration only.

I. CONFERENCE/MEETINGS: Industrial, educational, governmental or social events consisting of one or more days at which attendance is by invitation or registration only.

J. TRADE SHOWS/EXHIBITIONS: Events bringing together manufacturers, wholesalers, importers, dealers, distributors, or service providers, which display merchandise, products, or services and which event does not consist of sales directed to consumers and at which booth attendance is by invitation or registration only.

K. MANAGEMENT means the RCC facilities are managed by the Village of Ruidoso.
L. The EVENT DAY is that period when the facility is used by the delegates and invited guests. It is also that period when the facility is used for the purpose of broadcasting, televising, recording or filming for a commercial purpose.

M. The NON-EVENT DAY is that period of time when the facility is occupied by a Lessee but not open to the delegates and invited guests and is used for any purpose not amounting to an event day. This would include support space, general session and exhibit set-ups, installation of audio/visual equipment, etc. Activities other than as indicated above require the approval of the Village Manager or Designee to qualify as to non-event use.

N. RESTRICTED EVENTS/DATES are those dates specified in this policy that have been determined by the Village of Ruidoso that are not available for rental for certain activities that are not in the best interest of the economic health and welfare of the Village during certain times of the year. Sanctioned events are exempt from restricted dates. Restricted dates are from Memorial weekend through Labor Day weekend, the weekend of Aspenfest Parade, two weeks prior to the weekend of the Christmas Jubilee, thanksgiving through the end of March.

O. GOVERNMENTAL ENTITIES are Federal, State, County, and Municipal Governments of political subdivision.

P. SANCTIONED EVENTS:
Mountain Living Home & Garden Show-March
Aspencash Motorcycle Rally- May (added 4/24/01)
Chamber Art Festival-July
Bridge Tournament-July
Ruidoso Lions Club Antique Show- August
All American Gun and Western Collectible Show on Labor Day Weekend
Golden Aspen Rally-September
Aspencash Motorcycle Rally-May (added 4/24/01)
Noon Lions Gun Show-Memorial Weekend
Oktoberfest-October
Greeters Christmas Jubilee-November

Q. ENTERTAINMENT EVENTS - are the events that are basically spectator events such as concerts, boxing events, sporting, theatrical, etc.

R. RETAIL SALE EVENT - are events consisting of retail sales of merchandise to the general public for the benefit of the lessee or sponsor of the event.

S. VENDOR - Shall mean any individual or entity engaged in any commercial activity or enterprise for financial gain, benefit, advantage or livelihood at the Convention Center.

SECTION 2: AUTHORITY

Ordinance 2010-XX
A. The Village Manager or Designee shall have full responsibility for operation of the RCC and shall act for and on behalf of the Village in management, supervision and control of these facilities.

B. The Village Manager or Designee is hereby authorized to enter into contracts and negotiate price with groups, individuals and firms for events in the RCC which, in the Village Manager or Designee's opinion, are in the best interest of the Village.

C. Governmental entities are subject to the rates as provided in the rate structure of the Convention Center. However, the Village Manager or designee may negotiate fees for entities that have direct control over funding of improvements to the Village of Ruidoso. The Village Manager or Designee may develop criteria for an entity to qualify.

SECTION 3: CONTRACTS

All contracts shall be in writing on forms approved by the Village Attorney, furnished by the Village and executed and on behalf of the Village by the Village Manager or Designee.

SECTION 4: RENTAL RULES AND REGULATIONS

A. All rental fees shall be paid in lawful money of the United States, certified check, credit card or other manner deemed adequate by the Village Manager or Designee. All rental fees and related charges shall be deposited with the Village Finance Department. Signed contract and stated deposit or full payment is due within (30) thirty days of contract being mailed out. Booking is considered tentative until both contract and deposit are received. Deposit and payment requirements are as follows below:

<table>
<thead>
<tr>
<th>Groups reserving beyond 2 years</th>
<th>$250.00 or 10% of total rental cost, whichever is greater, upon contract signing</th>
<th>A total of 20% two years out</th>
<th>A total of 50% one year out</th>
<th>Full payment 6 months out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groups reserving two years out or less</td>
<td>20% of the total rental cost upon contract signing</td>
<td>A total of 50% one year out</td>
<td>Full payment 6 months out</td>
<td></td>
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<tr>
<td>Groups reserving one year out or less</td>
<td>50% total of rental cost upon contract signing</td>
<td>Full payment 6 months out</td>
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<tr>
<td>Groups reserving 6 months out or less</td>
<td>Full payment 6 months out</td>
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<td></td>
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</tr>
<tr>
<td>Sanctioned Events</td>
<td>50% of total rental cost 6 months out</td>
<td>Full payment 30 days out</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. The rental includes one set-up per floor diagram per rental day where indicated, four walls, general house lighting and heating and/or air conditioning. The rental does not include any special services or equipment not supplied by the management under the terms of the lease agreement.

C. A reservation issued by the Village Manager or Designee on a definitive basis meeting booking requirements will be sufficient to hold the RCC facilities required until preparation of a lease agreement. Any other function booked within its Priority Booking Schedule must give full payment when contract is due.

D. The Lessee shall be required to furnish in writing thirty (30) days before an event any information requested by the Village Manager or Designee to determine facilities, arrangements, special services and equipment necessary to the staging and proper management of the event. Failure to provide such information may result in additional fees as incurred by the RCC.

E. Deposits and rental payments are non-refundable except in the cases where the Village is unable to deliver possession of the facilities or a second Lessee rebooks the canceled facility for equal or greater economic benefit to the Village. If deposit or rental balance is not paid on or before the due date specified in the lease agreement, the lease agreement is subject to cancellation by the Village Manager or Designee without further notice. Cancellation may result in forfeit of moneys collected.

F. Overtime rates are quoted at one hundred dollars ($100.00) per each hour or fraction thereof and are applied when the facility is used in excess of the rental period. Overtime charges shall commence after 10:00 p.m. until 6 a.m. Rental of a facility solely on overtime rates is not authorized.

G. The EVENT DAY is that period when the facility is used by the delegates and invited guests. It is also that period when the facility is used for the purpose of broadcasting, televising, recording or filming for a commercial purpose. The Village reserves all commercial broadcasting, televising, recording and filming rights for its own benefit but will consider releasing these rights for the benefit of the Lessee. Bona fide news coverage of events is not covered by this section.

H. The NON-EVENT DAY is that period of time when the facility is occupied by a Lessee but not open to the delegates and invited guests and is used for any purpose not amounting to an event day. This would include support space, general session and exhibit set-ups, installation of audio/visual equipment, etc. Activities other than as indicated above require the approval of the Village Manager or Designee to qualify as to non-event use.

I. Rates for excessive cleaning will be the cost of the cleaning plus an additional fee of $200.00 to cover operational or administrative costs.
SECTION 4.1: PRIORITY SCHEDULING

A. Priority of bookings and their allowed reservation period will be based solely on the following list. Less priority events for specific dates can be placed on a separate list from the official booking until they are within their allowed reservation period. The Village Convention Director of Sales person and the Village’s Manager or Designee will determine the priority of booking. The category that most represents the main function of the booking will be used. It is understood by all parties that there may be concurrent auxiliary uses of the center by the lessee during the function. While these specific auxiliary uses by themselves would receive a lower priority booking, it is the primary function that determines priority for purposes of booking.

1. “Sanctioned events”. Event must be able to prove a three year history of economic benefit to the community to be considered as a sanctioned event, and to retain sanctioned event status. These events will retain their specific date and space until such time as the dates are not reserved and these events are:
   - Mountain Living Home & Garden Show - March
   - Aspencash Motorcycle Rally - May (added 4/24/01)
   - Chamber Art Festival - July
   - Bridge Tournament - July
   - Ruidoso Lions Club Antique Show - August
   - All American Gun and Western Collectible Show - Labor Day Weekend
   - Golden Aspen Rally - September
   - Aspencash Motorcycle Rally - May (added 4/24/01)
   - Noon Lions Gun Show - Memorial Weekend
   - Oktoberfest - October
   - Greeters Christmas Jubilee - November

2. “Sanctioned Event Criteria” The following criteria must be met in order to maintain a valid sanctioned event status or in the determination of an event being requested under a sanction status and enforcement and determination is within the Village Manager or Designee’s authority:
   A. Once a function is sanctioned there can be no change in sponsor/organization, the nature of the event,
   B. Non-profit groups only
   C. Must exist for at least five (5) years
   D. Must be able to prove economic benefit to the community (as listed in paragraph three under section 4.1)
   E. Must be at least a three (3) day event. Some sanctioned events are two day events.
   F. Must be booked between November 1st and March 31st
   G. Must be able to provide some type of proof of the number of people that attended (i.e., turnstile, tickets etc)
B. Must use the entire facility. The facility cannot be rented without the actual use of the site occurring. The facility may not be rented, and then, not used.

I. Must donate a portion of proceeds to the community.

C. Sanctioned events are subject to be reviewed every year by the Village Manager or Designee. All sanctioned events shall provide an annual report to the Village following the event to demonstrate compliance with the criteria listed above. This report shall contain the Lodger's Tax Report unless this has already been provided to the Lodger's Tax Committee.

D. Must book and hold the event at the Center on an annual basis.

E. Must provide a list of tentative vendors to the Taxation and Revenue Department in Roswell and the Village of Ruidoso, no less than one week prior to the commencement of the event.

F. All sanctioned event must meet all of the sanctioned event criteria listed above. Failure to demonstrate compliance with the criteria will result in the loss of sanctioned event status.

3. "Multi-day conventions, conferences or meetings, or trade shows" that use the whole facility." Reservations for specific dates at the center can be made at any time into the future.

4. "Multi-day conventions, conferences or meetings that use more than half of the center." Reservations for specific dates can be made within 24 months of the event date. Smaller rooms may be rented to other events according to this priority list.

5. "Multi-day conventions, conferences or meetings that use less than half of the center." Reservations for specific dates can be made within 12 months of the event date.

6. "Single day conventions, conferences or meetings that use the whole Center." Reservations can be made for a specific date within 6 months of the event.

7. "Single day conventions, conferences or meetings that use the larger rooms of the center: less than 50% of the centers total rooms square footage" Reservations can be made for a specific date within 6 months of the event. Smaller rooms may be rented to other events according to this priority list.

8. "Trade shows/ Exhibitions." Reservations can be made within 9 months of the event date.

9. "Fund-Raising events by Lincoln County non profit groups/organizations." The charities benefitted must be the specific non-profit group/organization.
13. "Retail Sales Events." These events cannot be held from Memorial weekend through Labor Day weekend, the weekend of Aspenfest Parade, two weeks prior to the weekend of the Christmas Jubilee through the end of March. Reservations can be made up to 6 months of the specific date. These priority regulations will not apply to the following pre-existing re-occurring events: the Ruidoso Art Festival, the Lion's Club Antique show and the All-American Gun Show on Labor Day.

14. "Monday through Wednesday Functions." Functions that start and end during this time frame of the week can make reservations an additional 3 months earlier than the standard reservation restrictions for their specific priority classification.

B. The Village Manager or Designee may use discretion for deviation of early bookings from November 1st to Memorial weekend when it is in the best interest of the Convention Center and the Village of Ruidoso. No event will be booked which will restrict the use of the Center or its facilities by other groups unless the entire Center is booked or rented.

C. If an event is capable of being defined or classified in more than one category, it shall be categorized so as to receive the highest priority rating. The Village Manager or Designee shall be solely responsible for defining or categorizing an event for priority purposes. When requested, the Village Manager or Designee shall state the event's priority in writing.

SECTION 5: RENTAL SCHEDULE

A: Meeting Room Exhibit Rental Charges

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<tr>
<th>Description</th>
<th>Square</th>
<th>Price (price/square foot)</th>
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</thead>
</table>

Ordinance 2010-XX  Page 7 of 23  Ruidoso Convention Center
<table>
<thead>
<tr>
<th>Room</th>
<th>Footage</th>
<th>Rental Fee</th>
<th>Rate/sf</th>
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</thead>
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<tr>
<td>Room 1</td>
<td>638'</td>
<td>$150.00</td>
<td>$0.24p/sf</td>
</tr>
<tr>
<td>Room 2</td>
<td>638'</td>
<td>$150.00</td>
<td>$0.24p/sf</td>
</tr>
<tr>
<td>Room 3</td>
<td>667'</td>
<td>$150.00</td>
<td>$0.24p/sf</td>
</tr>
<tr>
<td>Room 4A</td>
<td>1,160'</td>
<td>$200.00</td>
<td>$0.18p/sf</td>
</tr>
<tr>
<td>Room 4B</td>
<td>540'</td>
<td>$100.00</td>
<td>$0.19p/sf</td>
</tr>
<tr>
<td>Room 4C</td>
<td>630'</td>
<td>$100.00</td>
<td>$0.19p/sf</td>
</tr>
<tr>
<td>Room 4 ABC</td>
<td>2,419'</td>
<td>$325.00</td>
<td>$0.14p/sf</td>
</tr>
<tr>
<td>Room 5</td>
<td>2,537'</td>
<td>$325.00</td>
<td>$0.13p/sf</td>
</tr>
<tr>
<td>Room 6</td>
<td>2,478'</td>
<td>$325.00</td>
<td>$0.14p/sf</td>
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<tr>
<td>Room 4-5-6</td>
<td>7,434'</td>
<td>$375.00</td>
<td>$0.14p/sf</td>
</tr>
<tr>
<td>Exhibit Hall</td>
<td>14,994'</td>
<td>$1000.00</td>
<td>$0.07/sf</td>
</tr>
<tr>
<td>Entire Facility (Excluding Lobby)</td>
<td>24,371'</td>
<td>$2000.00</td>
<td>$0.09/sf</td>
</tr>
</tbody>
</table>

**Rental fees shall be adjusted on an annual basis, based on the Consumer Price Index, commencing January 1, 2011. Events which have signed contracts as of January 1 of any year shall use the rates established as of that contract date.**

**KITCHEN USE (NON EXCLUSIVE)**

- Rental levels. There shall be four (4) rental levels:

<table>
<thead>
<tr>
<th>Level</th>
<th>Dates</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Thursday-Sunday: April-October</td>
<td>Full</td>
</tr>
<tr>
<td>Two</td>
<td>Monday-Wednesday: April-October</td>
<td>25% Discount</td>
</tr>
<tr>
<td>Three</td>
<td>All days: November-March</td>
<td>50% Discount</td>
</tr>
<tr>
<td>Sanctioned Events (Thru 12/31/12)</td>
<td>Anytime</td>
<td>75% Discount</td>
</tr>
<tr>
<td>Sanctioned Events (1/1/13 Thru 12/31/13)</td>
<td>Anytime</td>
<td>65% Discount</td>
</tr>
<tr>
<td>Sanctioned Events (1/1/14 Thru 12/31/14)</td>
<td>Anytime</td>
<td>55% Discount</td>
</tr>
<tr>
<td>Sanctioned Events (After 1/1/15)</td>
<td>Anytime</td>
<td>50% Discount</td>
</tr>
</tbody>
</table>

**C.** The Village Manager or Designee may negotiate rates to the next level, provided that documentation is placed in the file showing said adjustment to be in the best interest of the Village. The Village Manager may also establish a new sanctioned event so long as the event meets the criteria shown below.

1. Once a function is sanctioned there can be no change in the nature of the event.
2. Must be able to prove a continued economic benefit to the community.
3. Must use the entire facility. The facility cannot be rented without the actual use of the site occurring. The facility may not be rented, and then, not used.
4. Must donate a portion of proceeds to the community.
5. Sanctioned events are subject to be reviewed every year by the Village Manager or Designee. All sanctioned events shall provide an annual report to the Village following the event to demonstrate compliance with the criteria listed above. This report shall contain the Lodger's Tax Report unless this has already been provided to the Lodger's Tax Committee, as well as provide some type of proof of the number of people that attended via turnstile, tickets etc.

6. Must continue to book and hold the event at the Center on an annual basis.

7. Must provide a list of tentative vendors to the Taxation and Revenue Department in Roswell and the Village of Ruidoso no less than one week prior to the commencement of the event.

8. All sanctioned event must meet all of the sanctioned event criteria listed above. Failure to demonstrate compliance with the criteria may result in the loss of sanctioned event status.

D. Move in/move out days are $150.00 per day for the first move-in day, and $150.00 per for the first move-out day. Additional move-in and move-out days shall be charged $250.00 per day. This rate applies to the hours of 6:00 a.m. to 10:00 p.m.

E. Discounts can be applied to groups as defined under the Ruidoso Municipal Code Section 26-77 and any other request will only be considered by the Village Manager or Designee. The final determination made by the Village Manager or Designee will remain binding as the final authority.

F. Rates for lease space and equipment rental shall be assessed annually and adjusted thru the Consumer Price Index (CPI).

Based on operational costs for each fiscal year, rates, administrative fees and penalties will be assessed at a 1.5% increase. CPI (Consumer Price Index) is formulated by the State and these prices will apply accordingly to measure in the cost of basic goods and services in comparison with a fixed-based period.

G. All events must provide a list of tentative vendors to the Taxation and Revenue Department in Roswell and the Village of Ruidoso no less than one week prior to the commencement of the event.

H. General Requirements of Rental:

1. Room Rentals are from 6:00 a.m. to 10:00 p.m. After 10:00 p.m., rates are $100.00 per hour.

2. Move-in/Move-out days are at the discretion of the Village Manager or Designee, provided that they shall not be on Friday or Saturday for level-one events.

Move-out on Friday or Saturday must be finished by 6:00 p.m.
3. Change overs made to room set-up within any one day rental period will be charged a minimum of $50.00. The final fee shall be at the discretion of the Village Manager or Designee.

4. Non-event days shall be at the discretion of the Village Manager or Designee.

**HOLIDAY RATES:**

On the following holidays, the above rates will be increased by **25% - 50%**: New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. **Inclusive of all Village of Ruidoso's holidays observed (no discounts on holidays):**

<table>
<thead>
<tr>
<th>Deposit Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAMAGE DEPOSIT RATE (Excessive Cleaning or Damage Deposit)</td>
<td>$250.00</td>
</tr>
<tr>
<td>KITCHEN DEPOSIT RATE (Excessive Cleaning or Damage Deposit in addition to Regular Deposit)</td>
<td>$250.00</td>
</tr>
<tr>
<td>CONCERT/DANCE DEPOSIT</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Meeting Room Rates include available tables and chairs and one set-up per rental day.

**MEETING ROOM RATES ARE SUBJECT TO PRICE CHANGE WITHOUT NOTICE**

**SECTION 6: CONCESSIONS**

Lessee must obtain permission from the concessionaire for any food vending, catering, alcohol services at the RCC. Alcoholic beverage service, catering, and food vending are provided by the Village's governmental liquor license and operating concessionaire for the RCC. Lessor further reserves the rights: (a) to rent and control parking facilities, (b) to control the ushers, gatemen, ticket takers and all similar employees of Lessee, (c) to eject any objectionable person or persons from the RCC or any of its facilities. Lessee waives any and all claims against Lessor for damages for the exercise of the authority granted to Lessor in this paragraph.

**SECTION 7: INSURANCE**

A. The Village Manager or Designee may require the Lessee, at its sole cost and expense, to procure and maintain through the term of this lease, the following insurance:

Public liability insurance with limits of liability satisfactory to the Lessor, protecting Lessor against any liability or claim on account of injury to person or property occurring in or about the premises during or incident to Lessee's use of the same, and providing indemnification to Lessor as required in the lease. In addition, if
requested, the Lessee will furnish an insurance policy covering any damage to personal property or real estate caused by Lessee, his agents or employees.

B. Lessee shall maintain with respect to each such policy or agreement evidencing insurance coverage such endorsements as may be reasonably required by Lessor and shall at all times deliver and maintain with Lessor a certificate with respect to such insurance in a form reasonably satisfactory to Lessor. Lessee shall obtain the written agreement on the part of each insurance company to notify Lessor at least thirty (30) days prior to cancellation, or non-renewal, of any such insurance.

C. The insurance policy must remain in force during term of occupancy of the facilities and must be obtained from a reliable insurance company licensed to transact business in the State of New Mexico. A certificate of insurance or photostatic copy of the policy shall be filed in the office of the Village Manager or Designee at least thirty (30) days prior to the event.

D. If insurance is not required by the Village Manager or Designee, the Lessee shall assume responsibility for procuring any policies of public liability and property damage which, in the judgment of the Lessee, are desired for protection of its interest during occupancy of the RCC.

E. Lessee shall be solely and entirely responsible for providing salary, wages, retirement, withholding, worker's compensation and occupational disease compensation insurance, unemployment insurance and other benefits and all taxes and premiums appurtenant thereto concerning Lessee's agents, employees, servants and helpers, during the term of the lease, and shall save and hold the Village harmless with respect thereto.

SECTION 8: WAIVER OF SUBROGATION

Each party hereto waives any and every claim which arises, or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, not including coverage under a Self-Insurance Retention Program, to the extent that such loss or damage is recovered under said insurance policies. These waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss or damage to property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of claims by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of these mutual waivers, and to have these insurance policies properly endorsed, if necessary, to prevent invalidation of insurance coverage by reason of these waivers.

SECTION 9: DAMAGE TO BUILDING AND CONTENTS
A. Lessee shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures or equipment, whether caused by the Lessee, his exhibitors, guests or contractors, ordinary wear and tear excepted.

B. No decorative or other materials shall be attached to any part of the building so as to damage the building. All decorative or other materials shall be of a non-combustible type or be suitably treated with a flame retardant approved by the Village. No person shall bring, exhibit or set off fireworks or explosives on the premises.

SECTION 10: INDEMNITY

Lessee agrees that it will indemnify and hold and save Lessor whole and harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted against Lessor on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence of, or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitee or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation of any law or ordinance by Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitee of the premises lease hereunder. Lessee covenants and agrees that in case Lessor shall be made a party to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this lease or to the premises leased hereunder, then Lessee shall and will pay all costs and expenses, including attorney's fees and court costs, incurred by or imposed upon Lessor by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Lessor.

SECTION 11: MACHINERY, FLAMMABLE LIQUIDS AND ELECTRICITY

A. No person shall erect any engine, motor or other machinery on the premises or use any gas, electricity, flammable liquid or charcoal therein, without advance authorization by the Village of Ruidoso Fire Department.

B. All electrical installations for any show in the RCC must comply with the New Mexico Uniform Electrical Code. Exhibitors who supply their own electrical equipment are also required to comply with said code.

SECTION 12: OBSTRUCTION OF FIRE ALARMS, DOORS, PASSAGEWAYS, SIDEWALKS, CORRIDORS OR LOBBIES
No portions of the fire alarms, fire alarm pull boxes, fire extinguisher cabinets, sidewalks, entries, passageways, doors, aisles, vestibules, windows, ventilators, lighting fixtures or ways of access to the public utilities of the premises shall be obstructed, or caused to be obstructed, or caused to be used for any purpose other than ingress or egress.

SECTION 13: SIGNS, POSTERS AND LITERATURE

Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. The hanging of pictures, banners or any other items on walls or draperies require prior written approval of the Village Manager or Designee. This clause applies to political signs at, in or on the RCC and within 100 feet from the building per the Ruidoso Code of Ordinances.

SECTION 14: FACILITY CAPACITY

The established capacity will be determined, upon request, for each event by the Village of Ruidoso Fire Chief and shall not be exceeded.

SECTION 15: RE-LETTING

The RCC reserves the right to re-let any portion of the facilities which become vacant during the term of the lease of any area which is released by the voidance or cancellation of the lease. If the RCC re-lets because of Lessee's acts, refund may be paid to first Lessee of any sums paid in advance, at the discretion of the Director.

SECTION 16: ASSIGNABILITY, SUBLEASES

No Lessee shall assign or donate any lease on any of the facilities or any area therein or any rights under said lease, except for temporary subleasing of trade show space, without prior written approval of the Village Manager or Designee. Any subleasing or donation of space shall only be for uses which are directly related to the use of the original lease. The Village Manager or Designee shall have final approval of any sublease agreements.

SECTION 17: RESERVED

SECTION 18: CONDITION OF LEASED PREMISES

Management shall provide the premises in a clean, usable condition and in the basic configuration contracted for. In the event any Lessee finds it necessary to remove or change the location of any stage, rigging or equipment, such changes shall be made at Lessee's expense; and Lessee shall return all equipment, stages and rigging back to the condition in which it was found. No Lessee shall make any permanent changes or alterations without prior written approval of the Village Manager or Designee.
shall at once surrender possession of the premises with all of the Lessee's exhibitors' and contractors' equipment and materials removed.

SECTION 19: OBJECTIONABLE USES OR PERSONS

Any use of the facilities which is contrary to public policy, or not in the best interests of the Village of Ruidoso, or is in violation of any laws of the United States, the State of New Mexico, County of Lincoln, the Village of Ruidoso Code of Ordinances, shall be a violation of the Lease and shall be grounds for immediate revocation of the Lease. Any person whose conduct is objectionable, disorderly or disruptive of facility use, or in violation of any law, shall be refused entrance or shall be immediately ejected from the premises. The Lessee shall hold the Village harmless from any claim resulting from such action.

SECTION 20: CONTROL OF PREMISES

All facilities shall at all times be under the control of the Village Manager or Designee. Employees of the Village designated by the Director shall be allowed to enter the premises at all times and said employees shall be properly bonded by the Village of Ruidoso.

SECTION 21: ABANDONED EQUIPMENT AND LOST OR MISPLACED ARTICLES

Items left behind will be held at the RCC offices for seven (7) days only and the Lessee or the Lessee's attendees can make inquiries within that time frame. After that any equipment or effects of the Lessee or exhibitors remaining shall be deemed abandoned. Village has the exclusive right to collect and to retain articles left on the premises by Lessee's invitee and to provide for the disposition thereof. The Village of Ruidoso assumes no responsibility for losses suffered by the Lessee, his agents, servants or employees which are occasioned by theft or disappearance of equipment, articles or other personal property.

SECTION 22: UNAVAILABILITY OF PREMISES

In the event that the premises leased hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the lease due to fire, casualty, acts of God, strikes, national emergency or other causes beyond the control of Lessor, this lease and the obligations of Lessor and Lessee hereunder shall terminate, and Lessee hereby waives any claim against Lessor for damages by reason of such termination; provided, however, that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be promptly refunded by lessor to Lessee.

SECTION 23: ENTRANCE AND EXIT

All person, exhibits, fixtures, displays and other equipment shall be brought into and out of the building only at designated entrances and exits. Vehicular traffic or parking in areas on the premises not designated for that purpose shall require prior approval of the Village
Manager or Designee. Event parking is available free of charge. Overnight parking is permitted only at the discretion of the Village Manager or Designee. No personal overnight occupancy is allowed. Lessees shall confer with Village Manager or Designee about parking vehicles belonging to Lessee, his employees, vendors, and exhibitors. The parking lot must be vacant of vehicles one hour after close of the scheduled event unless otherwise approved by the Village Manager or Designee.

SECTION 24: LIABILITY FOR LESSEE'S PROPERTY

The Village of Ruidoso, its officials, agents or employees shall not be liable for any loss, damage or injury to property of any kind that are shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for the receipt, handling and storage of the material.

SECTION 25: PERMITS AND LICENSES

The Lessee has the responsibility to obtain any additional permits and licenses required by the Village ordinances, or State Laws, and shall permit inspection by appropriate departments of the Village, County, or State.

SECTION 26: SECURITY AND SAFETY PERSONNEL

A. The Lessee shall employ at his expense such security and safety personnel as are required. The Village Manager or Designee reserves the right to require security personnel at its discretion. Security Personnel must be licensed by the State of New Mexico, Village of Ruidoso and be bonded in an amount that meets the State of New Mexico Statutes.

B. The Lessee also shall comply with all applicable Village of Ruidoso Fire Department regulations concerning occupancy, exhibits and procedures as outlined, in the Uniform Fire Code and the Life Safety Code. Both are available in the office of the Village Manager or Designee.

C. It is the responsibility of each Lessee to familiarize himself, his exhibitors and employees with the safety procedure and regulations governing all parts of the facility used by Lessee. Lessee shall instruct his exhibitors and employees in the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any physically challenged person among them.

D. If live entertainment is provided at the event, and if alcoholic beverages are served or sold, the Lessee shall comply with the Ruidoso Municipal Code which provides for security personnel at the event. A copy of the Municipal Code may be reviewed at the offices of the Village Clerk. At Village Manager or Designee's discretion security personnel may be required at other events.

SECTION 27: OBSERVANCE OF LAW
All Lessees of the facilities shall comply with all laws of the United States and the State of New Mexico and with all ordinances of the Village. Violations by the Lessee may result in cancellation of the Lease and discontinuance of use of the facilities unless satisfactory compliance is assured. The Village Manager or Designee shall provide adequate notice of any part of Lessee's program of which Village Manager or Designee is aware would violate any laws, ordinances, rules and regulations.

SECTION 28: ADVERTISING

All advertisements of performances and/or attractions for which an admission is to be charged must state the total admission prices. Lessee shall not advertise any performance or the appearance of any performer, unless and until contracts between all parties involved have been properly executed and exhibited to the Village Manager or Designee prior to signing the lease. These items must be on file with the Village of Ruidoso Administration and the Ruidoso Convention Center. All programs, banners, flyers, TV ads, etc., must use the logo for the Ruidoso Convention Center. The Convention Center will supply camera ready art-work and advertising must be approved prior to publication.

SECTION 29: BONDING OF EMPLOYEES

The Village Manager or Designee and each member of RCC staff involved in the handling of money shall be bonded for at least $10,000.00 by a bonding company licensed to do business in the State of New Mexico.

SECTION 30: COPYRIGHT INFRINGEMENT

Lessee shall accept all responsibility for and absolve the Village from any liability or expense arising out of the use of any composition, work or material covered by copyright.

SECTION 31: SOLICITATIONS

No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior approval of the Village Manager or Designee, unless the collection or donation is a freewill offering in conjunction with a religious service.

SECTION 32: ADDITIONAL OR UNSPECIFIED ITEMS

The Village reserves the right to impose any additional rules or regulations, or to set special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the Village in the operation of the RCC and they shall be binding upon Lessee.

SECTION 33: DEFAULT
A. In the event that the Lessee shall fail to perform, keep or observe any of the terms or coverants of the lease, including any of the policies herein, the Village shall give the Lessee notice of such default and in the event said default is not remedied to the satisfaction and approval of the Village within the time specified by the Village Manager or Designee, the Lessee may be declared in default and all of his rights hereunder shall terminate. At the direction of the Village, the Lessee shall vacate the RCC and shall have no right to operate therein and shall forfeit all rights under the lease to any monies due or paid to the Village in the form of rents, deposits or insurance.

B. The Village may resort to any and all legal remedies or combinations of remedies which it may desire to assert and to which it may be entitled. If the Village finds it necessary to bring suit to collect any amount owed it under the lease, the Village shall be entitled to collect reasonable attorney fees.

SECTION 34: DISCRIMINATION

If a portion of the Lessee’s activity is open to the public, Lessee shall not discriminate against any person, directly or indirectly by displaying, circulating, publicizing or mailing any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted to any person because of gender, race, color, religion, ancestry, national origin or handicap.

SECTION 35: SEVERABILITY

If any provision of the lease agreement or of this policy statement, which has been incorporated into the lease agreement by reference, shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

SECTION 36: SMOKING RESTRICTED

There is a policy which restricts smoking throughout the facility, including restrooms. Consult with the Office Manager for location of designated smoking areas.

SECTION 37: RATE INFORMATION SPECIAL SERVICES /EQUIPMENT/ LABOR

Labor Services and Charges - Security and Ushering

In order to provide a consistently high level of service the RCC will be glad to refer local security services. This labor is paid for by Lessee.

Special Services - Catering
Food and beverage service is provided by the Village's Concessionaire and will provide assistance in planning banquets and receptions. The operation of snack bars or refreshment stands will be arranged directly with the Concessionaire.

Decorating

Any reputable decorating firm may perform services in conjunction with exhibit or trade shows. Decorators are encouraged to contact the RCC office for an explanation of facility operating policies.

Utilities

Electricity is provided by Texas/New Mexico Power Company, water by the Village of Ruidoso and telephone installation service for exhibits and displays by Windstream Telecommunications and their successors exclusively. No Internet services will be provided free. For rate schedules, inquire at the individual provider.

Parking Facilities

Event parking is available free of charge. Overnight parking is permitted only at the discretion of the Village Manager or Designee. The parking lot must be vacant of vehicles one hour after close of the scheduled event unless otherwise approved by the Village Manager or Designee.

Publicity

The Village of Ruidoso contracts for publicity, advertisements, promotion, and marketing of the Ruidoso Convention Center. The RCC staff will provide this information when requested by the lessee. Services do not include writing of press material and placement of advertising. Events are listed in the RCC Calendar of Events.

Audio/Visual

The RCC has audio/visual equipment available for rent for events at the RCC upon request. If there is equipment required by the lessee and is not available from the RCC, the RCC staff will assist to locate such equipment in which the lessee will be responsible for full payment of the rental.

Equipment Rentals Rates

Rates shall be determined from time to time and available upon request from the Village Manager or Designee.

SECTION 38: FIRE REGULATIONS
This policy has been prepared to assist you in successfully setting up your exhibit or display at the RCC so it conforms to the requirements of the Ruidoso Fire Code. Please note that this policy merely highlights certain areas of the Ruidoso Fire Code and New Mexico Uniform Electrical Code; lessees are required to comply with all the requirements in the Ruidoso Municipal Code.

**SECTION 38-1: FIRE DEPARTMENT APPROVAL**

At the discretion of the Village Manager or Designee approvals from the Village of Ruidoso Fire Department may be required for certain events.

A. A minimum of five (5) copies of the floor plan must be submitted for approval no less than thirty (30) days prior to move-in of trade show or exhibition. Distribution includes: Ruidoso Fire Department (1), Director (2), show management and/or decorator (2). It is suggested that the floor plan be submitted prior to booth sales in order to avoid placement problems. Allow thirty (30) days for processing.

B. Notify your decorator that the floor plan, available from the Office Manager, must include:
   1. A plan drawn to scale with scale indicated, or drawn on the RCC supplied 1/16"=1' scale floor plans, which indicate fire hose cabinets, fire alarm pull-boxes, drinking fountains, telephones, office entrances, etc.
   2. Name of trade show/exhibition.
   3. Name and address of the trade show and/or exhibition site.
   4. Date and times of the trade show/exhibition including move-in/move-out.
   5. Location of all exits, aisle spaces, booth spaces, and bulk exhibit spaces.
   6. Exhibit manager or decorator's name, address and telephone number.
   7. Width of aisles, reflecting a minimum 10' aisles throughout the show floor.
   8. Where feasible, indicate by legend, height of drapery, i.e., solid line - 8' back wall, dash line - 3' side rail, dotted line for undraped bulk space.
   9. Have exhibits located on the utility grid which is outlined on the RCC supplied 1/16" = 1' scale floor plans.
   10. Lobby and intended use.
   11. Location of booths and registration area.
   12. Approximate anticipated maximum occupant load.
   13. Service desk location.
   14. Note if aisles are to be carpeted.
   15. Show loading dock door inside space if to be used for exhibits on a last-in, first-out basis.

C. Trade shows and/or exhibition plans shall be reviewed by a fire inspector who shall stamp all copies "approved", "approved as noted" or "not approved". The fire inspector shall indicate any required modifications, initial and date all copies of the plans. Plans that are "approved as noted" or "not approved" may be required to be resubmitted.
D. When a floor plan has been approved by the RCC and the Village of Ruidoso Fire Department, a copy will be returned for Lessee's records. If an approved floor plan is modified, a revised plan must be resubmitted to RCC for approval.

SECTION 38-2: GENERAL REQUIREMENTS:

A. The trade show and/or exhibition shall be set up as indicated on the approved plan(s).

B. Flame retardant treatment: All decorations, including, but not limited to, drapes, signs, banners, acoustical materials, cotton, hay, paper, straw, moss, split bamboo, wood chips and foam core shall be rendered flame retardant to the satisfaction of the Village of Ruidoso Fire Department. Proof of a satisfactory flame retardant treatment may include a field flame test.

Field Test: Flame retardant materials shall not ignite and allow flame to spread over the surface when exposed to an open flame, or allow burning particles to drop when exposed to a match flame test for a minimum of twelve seconds.

Oilcloth, tarpaper, nylon, plastic cloths and certain other plastic materials cannot be made flame retardant and their use is prohibited. Vertical carpet is not allowed unless it is flame retardant.

C. Exit signs shall be visible from any location in the room; if not, temporary exit signs shall be posted.

D. Exits and aisles shall be clear of all obstructions. This includes charts, easels, clothing racks, trailer tongues, etc.

E. Aisles shall be a minimum of 10' in exhibit hall and a minimum of 8' in meeting rooms.

F. Booths which require 50' or more travel distance to reach the exit access aisles shall be provided with a minimum of two (2) exits remote from each other.

G. A 3' clearance shall be provided around fire hose cabinets, portable fire extinguisher and alarm boxes. Clear access shall be maintained to these units.

H. Compressed flammable gases are prohibited inside a building. This includes acetylene, hydrogen, propane and butane.

I. Flammable/combustible liquids are prohibited inside a building. (Gasoline, kerosene, cleaning solvents and other petroleum based materials.)

Exception: See Special Requirements 3A.
J. Hazardous chemicals and materials are prohibited inside a building. (Pool chemicals, pesticides, herbicides, poison, etc.)

K. Combustible materials such as pamphlets and/or paper products shall be limited to a one (1) day supply and shall be maintained in an orderly fashion inside the booth. Any storage of combustible materials such as packing materials behind the booths is prohibited.

L. Combustible materials (i.e., crates and boxes) shall be stored outside the building in an approved area.

M. Non-flammable compressed cylinders must be properly secured to prevent tipping over.

N. Loading doors shall be closed before opening of the trade show and/or exhibition and remain closed while the show is open to the public.

O. Single station smoke detectors shall be provided in all enclosed exhibits exceeding 120 square feet with roofs (i.e., recreational vehicles, mobile homes, tents, etc.)

P. Only Class 1 lasers shall be permitted.

Q. Explosives and blasting agents are prohibited. Ammunition may be allowed under certain conditions. The stipulations shall be written for each trade show and/or exhibition.

R. Only DFT-Medium Duty Cloth Tape may be used at the RCC. User is expected to pull up all tape upon move-out.

S. The following are recommendations of the Village for all electrical installations for any show in the RCC. Please pass these on to your Official Electrical Contractor. Compliance with the outlined recommendations is required. Exhibitors who supply their own electrical equipment are also required to comply.
   1. RCC will refuse connection where wiring constitutes a fire hazard.
   2. All electrical installations are subject to inspection by Village inspectors.

SECTION 38-3 SPECIAL REQUIREMENTS

A. Vehicles may be allowed in the building for display purposes provided they meet the following requirements:
   1. All fuel tank openings shall be satisfactorily sealed to prevent escape of vapors.
   2. Vehicles shall be placed on display and keys removed. Vehicles shall not be moved again until removed from the premise.
   3. Confer with the Director regarding the manner in which vehicles may be displayed.
4. Fueling or defueling on the premises is prohibited.

B. Open flame devices: Open flame devices are prohibited inside the RCC.

C. Indoor use of cooking and/or warming devices: Cooking and/or warming devices that produce grease laden vapors shall not be used inside the RCC. Sterno may be used for warming trays. Cooking devices shall be approved by a recognized testing laboratory (i.e., U.L., F.M.).
   1. Cooking, warming devices and/or heated products shall be isolated from the public by either placing the device a minimum of 4' back from the front of the booth or provide a plexiglass shield between the cooking and/or warming device and the public.
   2. Individual cooking and/or warming devices shall not exceed 288 square inches of surface area (i.e., 12" x 24").
   3. The table surface holding the cooking and/or warming device(s) shall be of non-combustible material.
   4. A minimum of 2' shall be kept between cooking devices.
   5. Combustible materials shall be kept a minimum of 2' away from any cooking and/or warming device.
   6. A 20:BC extinguisher and lid for each device or an approved automatic extinguishing system shall be provided within any booth utilizing cooking and/or warming devices.

SECTION 38-4 TRADE SHOW AND/OR EXHIBITION SET UP

A. Inspection may be conducted during the course of move-in and tear down. A pre-opening inspection shall be conducted. Spot inspections may be conducted during the course of the trade show and/or exhibition.

B. The trade show and/or exhibition shall not be permitted to open without the approval of the Fire Chief or Planning Administrator or their authorized representative.

C. Building management shall be responsible for the correction of all fire code violations found. All violations are required to be corrected within the time determined by the Fire Chief or Planning Administrator or their authorized representative.

SECTION 38-5: LOBBY AREA

A lobby area may be utilized for registration at the discretion of the Village Manager or Designee.

SECTION 38-6: FIRE AND ELECTRICAL CODES, AND THE LIFE SAFETY CODE, IN ENTIRETY, TO BE ENFORCED AT RCC
The State Fire Code and the Life Safety Code shall be enforced, in their entirety, at the RCC. Lessee shall also be responsible for compliance with every applicable requirement of the State Electrical Codes. The fact that only parts of these codes are set out in this brochure does not limit the application of the rest of these Codes.
AGENDA MEMORANDUM

Village of Ruidoso

To: Honorable Mayor and Village Council

From: William Morris, AICP
Deputy Village Manager

Date: April 27, 2010

Re: Discussion and Possible Action to Adopt Ordinance 2010-05 Concerning Changes to Impact Fees, Specifically Chapter 52-Sec. 52-35 (Imposition of fees).

Item Summary:

This is a staff request for the Village Council to adopt Ordinance 2010-05 modifying Chapter 52-35 (impact fees) to allow for collection of the impact fees prior to issuing a building permit.

<table>
<thead>
<tr>
<th>Fund:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item:</td>
<td>N/A</td>
</tr>
<tr>
<td>Budgeted Amount:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Item Discussion:

Currently, the collection is supposed to occur prior to issuing a Certificate of Occupancy but this step has proven to be more difficult to apply consistently. Collection of fees prior to the issuance of a building permit is the standard norm with other local governments.

Recommendations:

Adoption of Ordinance 2010-05.
ORDINANCE 2010-05

AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO AMENDING CHAPTER 52, SECTION 35, IMPOSITION OF FEES RELATING TO THE COLLECTION OF WATER, SEWER AND WASTEWATER IMPACT FEES.

WHEREAS, the New Mexico Development Fees Act (Article 8 NMSA) authorizes local governments to adopt impact fees for the purpose of financing capital facilities required by new development; and
WHEREAS, the Village of Ruidoso previously adopted Impact Fees thru Ordinance 2006-02; and
WHEREAS, the Village of Ruidoso finds it necessary and appropriate to update and revise its water, sewer and wastewater impact fees Ordinance from time to time.

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE BORROWER:

Sec. 52-35. Imposition of fees.
(a) Any person who, after the effective date, engages in development shall pay impact fees in the manner and in the amounts required in this article. The collection of the impact fees, pursuant the provisions of this chapter, shall occur prior to the issuance of a building permit no later than the issuance of the certificate of occupancy (CO) by the Village of Ruidoso.

Sections (b) thru (d) To Remain Unchanged

Passed, Approved, and Adopted this 27th Day of April, 2010.

Gus Raymond Alborn, Mayor

Attest:

Irma Devine, Village Clerk
AGENDA MEMORANDUM

To: Mayor Alborn & Village Council
From: Nancy Klingman
Finance Director
Date: 04-27-2010
Re: Discussion and Possible Action on Village of Ruidoso and City of Ruidoso Downs Regional Wastewater Treatment Plant Audit Report for Fiscal Year 2007/2008

Item Summary:
Presentation of Fiscal Year 2007/08 Audit by Pattillo, Brown & Hill, LLP.

| Fund-Division: N/A | Line Item: N/A | Budget Still Available: N/A |

Is this item presently included in your budget? ___ Yes ___ No
(If "No", a Budget Change Request must be completed, and approved, before a Purchase Order will be issued.)

Item Discussion:
Independent auditor’s report for fiscal year 2007/08. The audit of financial statements of the Regional Wastewater Treatment Plant, a component unit of the Village of Ruidoso.

Recommendations:
To accept as presented.
Item Summary:

Presentation of Fiscal Year 2007/08 Audit by Pattillo, Brown & Hill, LLP.

| Fund-Division: | N/A | Line Item: | N/A | Budget Still Available: | N/A |

Is this item presently included in your budget?  Yes  No
(If “No”, a Budget Change Request must be completed, and approved, before a Purchase Order will be issued.)

Item Discussion:

Independent auditor’s report for fiscal year 2007/08. The audit of financial statements of the government activities, the business-type activities, each major fund, and aggregated remaining fund information of the Village of Ruidoso.

Recommendations:

To accept as presented.
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Ray Alborn and Village Councilors

From: Councilor Don Williams

Date: April 21, 2010

Re: Discussion and Possible Action To Adopt Resolution No. 2010-15, A Resolution In Support Of Sensible Reform Of The 1872 Mining Law

Item Summary: Discussion and Possible Action To Adopt Resolution No. 2010-15, A Resolution In Support Of Sensible Reform Of The 1872 Mining Law.

| Fund: | Line Item: | Budgeted Amount: | n/a |

Item Discussion: Adoption of Resolution No. 2010-15, A Resolution In Support Of Sensible Reform Of The 1872 Mining Law.

Recommendations: Respectfully request that the Mayor and Councilors approve the Adoption Of Resolution No. 2010-15.
VILLAGE OF RUIDOSO
RESOLUTION 2010 –15

A RESOLUTION IN SUPPORT OF SENSIBLE REFORM OF THE 1872 MINING LAW

WHEREAS, clean water, wildlife and our government lands are precious resources and a foundation for local economic prosperity; and

WHEREAS, the mining industry is important to national and local economic prosperity; and

WHEREAS, tens of thousands of abandoned mines across the western United States are in desperate need of cleanup and reclamation, including 800 abandoned and orphaned mines in New Mexico encompassing 30,000 acres; and

WHEREAS, more than 155 million people visit western national forests annually; the most popular activities are recreational in nature; millions of people also enjoy Bureau of Land Management (BLM) lands; elk, antelope, sage grouse, mule deer, trout salmon, steelhead and countless other fish and wildlife species are dependent on government lands; and

WHEREAS, under existing law, mining has priority over all other multiple uses on government lands including grazing, timber harvest, and outdoor recreation; and

WHEREAS, Federal public hard rock minerals are mined without any direct return to the federal taxpayer; under current law, mining operations remove minerals from government lands without being required to pay a federal royalty; unlike hard rock mining, the coal, oil and gas industries, which also operate on federal lands, pay a royalty of up to twelve and one-half percent (12 ½ %) and other commercial users also pay fees; and

WHEREAS, some provisions of the 1872 Mining Law, passed shortly after the Civil War are still in effect today, are out-of-date; America needs an improved Federal mining law for the 21st Century; this new law should work in conjunction with current state and federal laws to reinforce and support protection of the environment and the local custom and culture and restore the balance and common sense to land management decisions involving mining; and

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WHEREAS, fees and royalties for mining extraction operations should be commensurate with the scale of the mining operations being conducted;

NOW, THEREFORE, BE IT RESOLVED THAT: the Village of Ruidoso supports responsible comprehensive Federal mining law reform that: (i) establishes commonsense standards to balance, hunting fishing, grazing, timber harvest and recreation with mining; (ii) holds mining companies responsible for restoration and reclamation; (iii) gives land managers, with input from local communities, authority within the limits of the law to approve mines with consideration to protection of the environment, the local custom and culture, and the local economy; (iv) provides financial resources for the cleanup of abandoned mines; and (v) protects our treasured government lands, watersheds and rivers, wilderness areas, national forests, Native American sacred places and lands from large-scale industrial mining.

DONE this 27th day of April, 2010, at Ruidoso, New Mexico.

________________________________________________________________________

Gus Raymond Alborn, Mayor

(SEAL)

ATTEST:

________________________________________________________________________

Irma Devine, Municipal Clerk
AGENDA MEMORANDUM
VILLAGE OF RUIDOSO

TO: Mayor Alborn and Councilors

FROM: J.R. Baumann, Street Department Director

MEETING DATE: April 27, 2010

RE: Discussion and possible action to authorize mayor to sign contract for paving of Paradise Canyon Road and authorize staff to issue Notice to Proceed

<table>
<thead>
<tr>
<th>Fund</th>
<th>Line</th>
<th>Item</th>
<th>Budget Amount</th>
<th>ARRA Grant $352,651.00</th>
<th>Bid $352,520.20</th>
</tr>
</thead>
</table>

Grant funded project. Only Village cost is staff time to process grant, bid & award contract and monitor project.

**Item Summary:**

The Village received ARRA (stimulus) funding for this project and received 2 bids for the work. FNF New Mexico LLC was the successful low bidder and Village Council awarded the bid to FNF at their March 30, 2010 meeting. The final steps are to sign the contract, and then immediately issue the notice to proceed.

**Item Discussion:**

On April 15, 2010 a preconstruction meeting was held with representatives of the contractor, NMDOT and federal agency representatives. Federal and State paperwork requirements were discussed, and construction scheduling and logistics were reviewed.

The contractor plans to start construction on Monday, May 3, 2010. The contractor plans to be on-site at approximately 7:00 AM and is authorized to work until 7:00 PM. Construction is planned to take between 7 and 10 working days, weather permitting.

Because of the narrow work area along Paradise Canyon Road, the contractor will use a "pilot car" to move traffic through the work zone at regular intervals. The contractor will provide news releases, and the school district has been contacted to coordinate movement of school buses through the work zone.
The attached Contract is just the signature page out of the original "Specifications and Contract Documents" that have been approved by the NMDOT for this project. All required approvals and procedures have been obtained following the approval of this contract. The Specifications and Contract Documents are available for review at any time.

**Recommendation:**

Staff recommends that the Village Council authorize the Mayor to sign the contract and authorize Village staff to issue a notice to proceed as soon as all required paperwork is processed.
CONTRACT

This contract, made this 29th day of April, 2010, between Village of Ruidoso, and ENE New Mexico LLC, a (State whether individual, partnership, corporation or joint venture; if incorporated, give State of incorporation) of New Mexico or its successors and assigns, hereinafter called the Contractor.

WITNESSETH: That the Contractor, in consideration of the payment or payments herein specified and agreed to by Village of Ruidoso, hereby covenants and agrees to furnish and deliver all the labor, materials, and equipment necessary to do and perform all the work required for the construction of Paradise Canyon Road Repaving at the unit prices bid by the said Contractor for the respective estimated quantities aggregating approximately the sum of THREE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED TWENTY DOLLARS AND TWENTY CENTS ($352,520.20) and other items as are mentioned in the contract documents, for Bidders, Specifications, and Supplemental Specifications are made a part of this contract and accepted as such.

The Contractor understands and agrees with the Village of Ruidoso that there has been incorporated herein by reference, the same as if fully rewritten herein, the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2007 Edition, as supplemented, modified, and amended by these documents.

The Contractor shall perform the work above described for the amount stated above in strict accordance with the unit prices bid and the plans and specifications to the complete approval of and acceptance by the Village of Ruidoso and in accordance with the laws of the State of New Mexico and Federal laws, rules, and regulations pertaining thereto.

The undersigned agrees that time is of the essence and completion of all items of work must be within 23 working days after notice to proceed. The Contractor agrees to pay, as liquidated damages (representing damage and risk of loss of property or life), the amount of eight hundred dollars ($800.00) per calendar day for each day of each portion of this project exceeding the contract completion date unless a contract time extension has been granted by the Village of Ruidoso.

The Contractor agrees to receive the prices set forth in the bid proposal as compensation for furnishing all the materials, equipment, and labor which may be required in the prosecution and completion of the work to be done under this contract, as set forth in the bid proposal of Contractor being an estimated amount of THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED $325,465.85 plus New Mexico Gross Receipts Tax. SIXTY-FIVE CENTS $65.00.

Signed by undersigned.

The undersigned agrees to receive the prices set forth in the bid proposal as compensation for furnishing all the materials, equipment, and labor which may be required in the prosecution and completion of the work to be done under this contract, as set forth in the bid proposal of Contractor being an estimated amount of THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED $325,465.85 plus New Mexico Gross Receipts Tax. SIXTY-FIVE CENTS $65.00.
The Performance Bond and Labor & Material Bond given by the Contractor to secure the proper compliance with the terms and provisions of this contract are hereto attached and made a part hereof.

IN WITNESS WHEREOF the Mayor of the Village of Ruidoso by authority in him vested, has executed this contract on its behalf and affixed its seal hereto, and the said __________________________________ have hereunto set their hand and seals, the day and year first above written.

OWNER: Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

By: ____________________________
Mayor
Village of Ruidoso

By: ____________________________
Clerk

Attest: ____________________________
Secretary

CONTRACTOR: ____________________________

By: ____________________________

Title: ____________________________

(Corporate Seal) New Mexico State Contractor's License No. 360247 GA 98 CF98

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CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed in behalf of a Corporation)

STATE OF NEW MEXICO )
COUNTY OF______________________ ) ss.

The foregoing instrument was acknowledged before me this ____________ day of __________________________, 20__________, by______________________________

(Name & Title of Officer)

of __________________________, a __________________________

(Name of Corporation) (State of Corporation)

My Commission Expires:

__________________________________________

Notary Public
AGENDA MEMORANDUM

Village of Ruidoso

To: Mayor Albom & Village Council
From: Richard Swenor
Interim Chief of Police
Date: 4-21-10
Re: JPA, School Resource Officer

Item Summary:

This is the Joint Powers Agreement for one (1) school resource officer for the Ruidoso Municipal Schools.

Item Discussion:

Due to the changes in PERA, we have to budget for 1 full-time school resource officer at the Corporal level. It is no longer a temporary position.

Recommendations:

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 #2006-25). THIS AGENDA MEMORANDUM WAS RECEIVED IN THE VILLAGE CLERK'S OFFICE ON: 4/21/10 @ 8:30 am BY: [Signature] INITIALS
JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE BOARD OF EDUCATION
FOR
THE RUIDOSO MUNICIPAL SCHOOL DISTRICT
REGARDING PLACEMENT OF A SCHOOL RESOURCE OFFICER AT RUIDOSO SCHOOLS

The Village of Ruidoso and the Ruidoso Municipal Schools mutually agree as follows:

1. **Term:** This JPA will remain in effect from August 1, 2010, to July 31, 2011, but may be rescinded or terminated with or without cause by either party upon 30 days prior written notice. The Agreement may be renewed and extended annually for additional and successive school year terms. Any future school year renewals or extensions may be terminated with or without cause by either party upon 30 days prior written notice.

2. **Intent:** The goals of this JPA are to assist the Ruidoso Municipal Schools in providing a safe learning environment and improve relationships between law enforcement officers and today’s youth. This JPA also attempts to promote a better understanding of the law enforcement officer’s role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system.

3. **Provision of SRO:** The Village of Ruidoso will provide to the Ruidoso Municipal Schools one (1) School Resource Officer (SRO) for regular school days beginning with the date of this JPA and continuing through July 31, 2011, to carry out specific duties as outlined in this JPA.

4. **Consideration:** In consideration of the assignment of a police officer to work with the School district as provided herein, the School District agrees to pay the Village one-half (1/2) of the SRO salary and benefits for the term that this Agreement is in effect.

5. **Assignment of SRO:** In consideration of the full and complete payment of the cost of providing the SRO for the assigned time period, the SRO will be assigned to the Ruidoso Municipal Schools on a full-time basis. The Village will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The Village is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The SRO shall be assigned and dispatched within the Ruidoso Municipal Schools by the Superintendent of Schools or his or her designee. The officer’s SRO activities will be restricted to their assigned school grounds except for:
a. Follow up home visits when needed as a result of school related student problems.

b. School related off-campus activities when officer participation is requested by the principal and approved by the Agency.

c. In response to off-campus, but school related, criminal activity.

d. In response to emergency police activities.

6. **Village of Ruidoso Employee:** The SRO shall remain a term employee of the Village of Ruidoso, for the term of this JPA, and not an employee of the Ruidoso Municipal Schools. The SRO shall abide by the policies and procedures of the Village of Ruidoso, and of the Ruidoso Municipal Schools when these are not in conflict with the policies and procedures of the Village of Ruidoso. The SRO shall not accrue leave, retirement, insurance, or other benefits provided to employees of the Ruidoso Municipal Schools as a result of this JPA.

7. **Job Performance:** The Village of Ruidoso shall periodically evaluate the SRO with regard to his or her job performance in coordination with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools. In the event that the Ruidoso Municipal Schools has evaluated the SRO to have job performance deficiencies or unsatisfactory job performance, the SRO’s immediate supervisor within the Village of Ruidoso shall meet with the Superintendent of Schools or his or her designee to discuss whether remedial action can be taken to improve the SRO’s job performance or whether the SRO shall be replaced, including the sharing of the cost for any proposed remedial action or replacement. The SRO will have an opportunity to challenge any adverse evaluation in accordance to the village of Ruidoso Policy and Procedures.

8. **SRO Qualifications:** Notwithstanding any qualifications set forth in the normal course of employment as a Police Officer by the Village of Ruidoso, the SRO shall meet the following qualifications:

a. Be a certified law enforcement officer by the State of New Mexico.

b. Have successfully completed the Basic SRO course of the National Association of School Resource Officers.

c. Have excellent communications skills.

d. Be able to relate well to children of all ages.

e. Possess good coordinating and planning skills.

f. Be knowledgeable of the juvenile and adult criminal justice systems.
9. **SRO Duties:**

   a. The SRO shall take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant to all of the Police Department's operating guides, policies, and operation directives, except as otherwise provided in this JPA. As soon as practical, the SRO shall make the Superintendent of Schools and/or his or her designee aware of such action, and shall complete all reports as may be required for a Police Officer and transmit said reports or copies of said reports to the Village of Ruidoso. At the request of the Superintendent of Schools or his or her designee, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the Ruidoso Municipal Schools and school-related functions, to the extent the SRO may do so under the authority or color of law.

   b. The SRO shall maintain a detailed and accurate record of all his or her operations and activities on the property of the Ruidoso Municipal Schools.

   c. The SRO shall give assistance to other police officers in matters regarding his or her assignment to the Ruidoso Municipal Schools whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.

   d. The SRO will be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he or she will act as the primary unit directing and assisting the additional police units except as otherwise provided by the Village of Ruidoso pursuant to its policies and procedures.

   e. The SRO shall provide for the protection of students and staff from negative influences and from criminal conduct, and he or she shall assist in the maintenance of peace and order on the property of the Ruidoso Municipal Schools.

   f. The SRO shall adhere to all state and federal laws and the policy/procedure manual of the Village of Ruidoso in the performance of his or her law enforcement duties within the property of the Ruidoso Municipal Schools.

   g. The SRO will be expected to be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the Superintendent of Schools or his or her designee and the SRO agree his or her attendance is advantageous to maintaining order in the schools. The SRO will coordinate such activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools by adjusting his schedule to avoid any requirement for overtime pay.

   h. The SRO shall wear the appropriate uniform of a School Resource Officer with the Village of Ruidoso during his or her working hours unless otherwise
approved by the Police Chief, and by the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools.

i. The SRO when working at the Ruidoso Municipal Schools shall be armed at all times, unless otherwise directed by the Police Department's policies, procedures or directives.

j. The SRO shall act as an advisor to the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools in safety and security matters, violence reduction strategies and legal aspects of the activity of students.

k. The SRO will assist the Superintendent of Schools and his or her designee in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.

l. The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of the Ruidoso Municipal Schools believe a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate except when an affirmative duty exists under state law to report a matter directly to law enforcement such as the duty of school district personnel to report suspected child abuse or neglect.

m. The SRO will not take part in any school disciplinary actions. If the incident is a violation of the law, the SRO may assist the school district administration in determining if law enforcement action is appropriate. The SRO may accompany the school interviewer, when determined appropriate by the district administrator, to offer advice on Criminal, Civil, or Social issues regarding the circumstance surrounding the particular case. The district administrator may request that the SRO act as a witness.

n. Should it become necessary for the SRO to conduct formal police interviews with the students, the SRO shall adhere to applicable legal requirements and the policies of the Board of Education and of the Village of Ruidoso with regard to such police interviews. In the event said policies conflict, the policies and procedures for such formal police interviews provided by the Village of Ruidoso shall control.

o. The SRO shall keep documentation of all in-office counseling sessions, and he or she shall adhere to all school policies and procedures for counseling of students.

p. The SRO shall keep a copy of all police and school reports regarding criminal incidents at the Ruidoso Municipal Schools. For security reasons these copies will be maintained at the Ruidoso Police Department’s Records Division.

q. Expect in extraordinary emergency circumstances, the SRO will not transport a sick or injured child for medical assistance or provide escort with his or her police unit for school personnel, or use his or her police cruiser/unit for
personal use. The SRO may transport students in his or her police cruiser in a situation related to the SRO's law enforcement functions (arrest, etc.). The SRO may assist the administration in escorting students who are violent or have threatened violence toward school administration or others from the campus. It shall be the responsibility of the school district administration to release the juvenile according to school policy, or if applicable, according to the Police Department's policies, procedures or directives. In the event of a conflict between the policies and procedures of Ruidoso Municipal Schools and the Village of Ruidoso, the policies and procedures of the Police Department shall control, except as expressly limited by this JPA.

r. The SRO will, whenever possible, attend meetings of the School District’s parent and faculty groups to solicit their support and understanding of the duties and responsibilities of the SRO and promote awareness of the SRO’s law enforcement functions.

s. The SRO will, whenever possible, be available for conferences with students, parents and faculty members to assist them with problems for a law enforcement or crime prevention nature.

t. The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.

u. The SRO shall not act as school disciplinarian or counselor. Discipline, correction and direction of students are the school's responsibility.

v. The SRO shall coordinate all his or her activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools and shall seek permission, advice, and guidance from the Superintendent of Schools or his or her designee prior to enacting any program within the Ruidoso Municipal Schools.

w. The SRO will teach law enforcement related topics at the request of the School District administration. The SRO may be requested to teach on a regular basis. The following list is not intended to be an all inclusive list of subjects covered by the SRO.

   i. Justification for rules of law
   ii. Consequences of crime
   iii. Juvenile and adult criminal justice systems
   iv. Career opportunities in law enforcement
   v. Substance abuse prevention
   vi. Violence and Crime prevention
   vii. Conflict Resolution/Mediation
viii. Bullying

x. With the assistance of the School District administration, the SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.

10. Equipment, Supplies and Training:

i. The Ruidoso Municipal Schools shall provide the supervising police officer and office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer.

b. The Village of Ruidoso shall provide, as necessary, to the SRO or reimburse the SRO for the following:

i. The SRO’s uniform, including associated belts, holsters, etc. to hold police equipment.

ii. All necessary police equipment, including radios, weapons and emergency equipment. The police radio shall enable the SRO to have direct contact with the Village of Ruidoso.

iii. Standard police cruiser unit, including required maintenance and repair of the assigned police unit and provision of a substitute or replacement unit when necessary. The standard police cruiser unit shall be equipped for the performance of the SRO’s law enforcement duties, and the SRO shall be authorized to use the police unit for all transportation during working hours, including emergency response to all schools within the Ruidoso Municipal Schools pursuant to the policies and procedures of the Village of Ruidoso for such use. If permitted by the Village of Ruidoso, the SRO is authorized to use the police cruiser for transportation to and from the SRO’s residence and work or any other transportation authorized by the Village of Ruidoso.

iv. Membership dues and costs for continuing education and training as a SRO.

v. All required and necessary police training and recurrent training necessary for a Police Officer.

vi. All required police certification necessary for a Police Officer.

11. Required Approval/Effective Date: The JPA shall not become effective until it has been approved by the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council. The parties also acknowledge that this JPA constitutes an “Agreement” as that term is used in the New Mexico Joint Powers Agreement Act, NMSA 1978, §§ 11-1-1 et seq., and will not be effective until approved by the State of New Mexico, Department of Finance and Administration. This JPA shall become effective upon the date of the last approval necessary to effectuate it.
12. **Accountability for Funds and Records:** Each party shall be strictly accountable for all receipts and disbursements under the JPA. It shall follow the requirements of the Manual of Procedure for Uniform Financial Accounting and Budgeting for the New Mexico Public Schools (Current Edition) in handling and accounting for all property or funds. All receipts and disbursements shall be subject to audit in the same manner as School District funds in accordance with the New Mexico Audit Act.

13. **Termination:** This JPA may be terminated by either party upon thirty (30) days written notice to the other party prior to the intended termination date. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.

14. **Integration of Contract:** This JPA incorporates all of 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 JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this JPA.

15. **Amendment:** This JPA shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council.

16. **Liability:** No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 et seq., as the same may be amended from time to time. This JPA contains the understanding between the named parties only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors.

17. **Funding:** Notwithstanding the provisions of Paragraph 4, above, the payment terms of this JPA are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this JPA in the fiscal year which begins July 1, 2010, and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this JPA shall terminate upon seven (7) days written notice from Ruidoso Municipal Schools to Village of Ruidoso provided that such termination shall not nullify School District's obligation to pay Village of Ruidoso for such sums as have been previously approved for payment. The decision of the Ruidoso Municipal Schools as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this JPA for lack of sufficient
appropriations shall not constitute a termination for fault of the part of the Ruidoso Municipal Schools. The parties further agree that the School District's sole obligation to pay, in the event this JPA is terminated for lack of sufficient appropriations, is the obligation to pay Village of Ruidoso for work performed prior to notice of termination unless otherwise modified in writing by the parties.

18. **Applicable Law:** This JPA shall be governed by the laws of the State of New Mexico.

19. **Waiver:** No waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. **Insurance:** The Village of Ruidoso agrees to maintain liability insurance for the SRO providing coverage in an amount equal to or exceeding the amount required by the New Mexico Tort Claims Act, including on all vehicles utilized by SRO.

---

**For the Village of Ruidoso**

Gus Raymond Alborn  
Mayor, Village of Ruidoso  
Date

**For the Board of Education for the Ruidoso Municipal Schools**

Bea Etta Harris, Ed.D.  
Superintendent of Schools  
Date

Susan Lutterman  
President, RMSD Board of Education  
Date

**ATTEST:**

Irma Devine  
Village Clerk  
Date

**ATTEST:**

Rhonda Vincent  
RMSD Board Secretary  
Date

(SEAL)  
(SEAL)
JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE BOARD OF EDUCATION
FOR THE RUIDOSO MUNICIPAL SCHOOL DISTRICT

REGARDING PLACEMENT OF A SCHOOL RESOURCE OFFICER AT
RUIDOSO SCHOOLS

The Village of Ruidoso and the Ruidoso Municipal Schools mutually agree as follows:

1. **Term:** This JPA will remain in effect from July 1, 2009, to June 30, 2010, but may be rescinded or terminated with or without cause by either party upon 30 days prior written notice. The Agreement may be renewed and extended annually for additional and successive school year terms. Any future school renewals or extensions may be terminated with or without cause by either party upon 30 days prior written notice.

2. **Intent:** The goals of this JPA are to assist the Ruidoso Municipal Schools in providing a safe learning environment and improve relationships between law enforcement officers and today’s youth. This JPA also attempts to promote a better understanding of the law enforcement officer’s role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system.

3. **Provision of SRO:** The Village of Ruidoso will provide to the Ruidoso Municipal Schools two (2) School Resource Officers (SRO) for regular school days beginning with the date of this JPA and continuing through June 30, 2010, to carry out specific duties as outlined in this JPA.

4. **Consideration:** In consideration of the assignment of a police officer to work with the School district as provided herein, the School District agrees to pay the Village one-half (1/2) of the SRO’s salary and benefits for the term that this Agreement is in effect.

5. **Assignment of SRO:** In consideration of the full and complete payment of the cost of providing the SRO for the assigned time period, the SRO will be assigned to the Ruidoso Municipal Schools on a full-time basis. The Village will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The Village is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The SRO shall be assigned and dispatched within the Ruidoso Municipal Schools by the Superintendent of Schools or his or her designee. The officer’s SRO activities will be restricted to their assigned school grounds except for:
a. Follow up home visits when needed as a result of school related student problems.

b. School related off-campus activities when officer participation is requested by the principal and approved by the Agency.

c. In response to off-campus, but school related, criminal activity.

d. In response to emergency police activities.

6. **Village of Ruidoso Employee:** The SRO shall remain a term employee of the Village of Ruidoso, for the term of this JPA, and not an employee of the Ruidoso Municipal Schools. The SRO shall abide by the policies and procedures of the Village of Ruidoso, and of the Ruidoso Municipal Schools when these are not in conflict with the policies and procedures of the Village of Ruidoso. The SRO shall not accrue leave, retirement, insurance, or other benefits provided to employees of the Ruidoso Municipal Schools as a result of this JPA.

7. **Job Performance:** The Village of Ruidoso shall periodically evaluate the SRO with regard to his or her job performance in coordination with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools. In the event that the Ruidoso Municipal Schools has evaluated the SRO to have job performance deficiencies or unsatisfactory job performance, the SRO’s immediate supervisor within the Village of Ruidoso shall meet with the Superintendent of Schools or his or her designee to discuss whether remedial action can be taken to improve the SRO’s job performance or whether the SRO shall be replaced, including the sharing of the cost for any proposed remedial action or replacement. The SRO will have an opportunity to challenge any adverse evaluation in accordance to the village of Ruidoso Policy and Procedures.

8. **SRO Qualifications:** Notwithstanding any qualifications set forth in the normal course of employment as a Police Office by the Village of Ruidoso, the SRO shall meet the following qualifications:

   a. Be a certified law enforcement officer by the State of New Mexico
   b. Have successfully completed the Basic SRO course of the National Association of School Resource Officers
   c. Have excellent communications skills.
   d. Be able to relate well to children of all ages.
   e. Posses good coordinating and planning skills.
   f. Be knowledgeable of the juvenile and adult criminal justice systems.

9. **SRO Duties:**

   a. The SRO shall take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant tall of the Police
Department's operating guides, policies, and operation directives, except as otherwise provided in this JPA. As soon as practical, the SRO shall make the Superintendent of Schools and/or his or her designee aware of such action, and shall complete all reports as may be required for a Police Officer and transmit said reports or copies of said reports to the Village of Ruidoso. At the request of the Superintendent of Schools or his or her designee, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the Ruidoso Municipal Schools and school-related functions, to the extent the SRO may do so under the authority or color of law.

b. The SRO shall maintain a detailed and accurate record of all his or her operations and activities on the property of the Ruidoso Municipal Schools.

c. The SRO shall give assistance to other police officers in matters regarding his or her assignment to the Ruidoso Municipal Schools whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.

d. The SRO will be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he or she will act as the primary unit directing and assisting the additional police units except as otherwise provided by the Village of Ruidoso pursuant to its policies and procedures.

e. The SRO shall provide for the protection of students and staff from negative influences and from criminal conduct, and he or she shall assist in the maintenance of peace and order on the property of the Ruidoso Municipal Schools.

f. The SRO shall adhere to all state and federal laws and the policy/procedure manual of the Village of Ruidoso in the performance of his or her law enforcement duties within the property of the Ruidoso Municipal Schools.

g. The SRO will be expected to be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the Superintendent of Schools or his or her designee and the SRO agree his or her attendance is advantageous to maintaining order in the schools. The SRO will conduct such activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools by adjusting his schedule to avoid any requirement for overtime pay.

h. The SRO shall wear the appropriate uniform of a School Resource Officer with the Village of Ruidoso during his or her working hours unless otherwise approved by the Police Chief, and by the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools.

i. The SRO when working at the Ruidoso Municipal Schools shall be armed at all times, unless otherwise directed by the Police Department's policies, procedures or directives.
j. The SRO shall act as an advisor to the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools in safety and security matters, violence reduction strategies and legal aspects of the activity of students.

k. The SRO will assist the Superintendent of Schools and his or her designee in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.

l. The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of the Ruidoso Municipal Schools believes a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate except when an affirmative duty exists under state law to report a matter directly to law enforcement such as the duty of school district personnel to report suspected child abuse or neglect.

m. The SRO will not take part in any school disciplinary actions. If the incident is a violation of the law, the SRO may assist the school district administration in determining if law enforcement action is appropriate. The SRO may accompany the school interviewer, when determined appropriate by the district administrator, to offer advice on Criminal, Civil, or Social issues regarding the circumstance surrounding the particular case. The district administrator may request that the SRO act as a witness.

n. Should it become necessary for the SRO to conduct formal police interviews with the students, the SRO shall adhere to applicable legal requirements and the policies of the Board of Education and of the Village of Ruidoso with regard to such police interviews. In the event said policies conflict, the policies and procedures for such formal police interviews provided by the Village of Ruidoso shall control.

o. The SRO shall keep documentation of all in-office counseling sessions, and he or she shall adhere to all school policies and procedures for counseling of students.

p. The SRO shall keep a copy of all police and school reports regarding criminal incidents at the Ruidoso Municipal Schools. For security reasons these copies will be maintained at the Ruidoso Police Department’s Records Division.

q. Except in extraordinary emergency circumstances, the SRO will not transport a sick or injured child for medical assistance or provide escort with his or her police unit for school personnel, or use his or her police cruiser/unit for personal use. The SRO may transport students in his or her police cruiser in a situation related to the SRO’s law enforcement functions (arrest, etc.). The SRO may assist the administration in escorting students who are violent or have threatened violence toward school administration or others from the campus. It shall be the responsibility of the school district administration to release the juvenile according to school policy, or if applicable, according to the Police Department’s policies, procedures or directives. In the event of a conflict
between the policies and procedures of Ruidoso Municipal Schools and the Village of Ruidoso, the policies and procedures of the Police Department shall control, except as expressly limited by this JPA.

r. The SRO will, whenever possible, attend meetings of the School District’s parent and faculty groups to solicit their support and understanding of the duties and responsibilities of the SRO and promote awareness of the SRO’s law enforcement functions.

s. The SRO will, whenever possible, be available for conferences with students, parents and faculty members to assist them with problems for a law enforcement or crime prevention nature.

t. The SRO will be familiar with community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.

u. The SRO shall not act as school disciplinarian or counselor. Discipline, correction and direction of students are the school’s responsibility.

v. The SRO shall coordinate all his or her activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools and shall seek permission, advice, and guidance from the Superintendent of Schools or his or her designee prior to enacting any program with the Ruidoso Municipal Schools.

w. The SRO will teach law enforcement related topics at the request of the School District Administration. The SRO may be requested to teach on a regular basis. The following list is not intended to be an all inclusive list of subjects covered by the SRO.

1. Justification for rules of law
2. Consequences of crime
3. Juvenile and adult criminal justice systems
4. Career opportunities in law enforcement
5. Substance abuse prevention
6. Violence and Crime prevention
7. Conflict Resolution/Mediation
8. Bullying

x. With the assistance of the School District administration, the SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.

10. **Equipment, Supplies and Training:**

a. The Ruidoso Municipal Schools shall provide the supervising police officer and office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer.

b. The Village of Ruidoso shall provide, as necessary, to the SRO or reimburse the SRO for the following:

1. The SRO’s uniform, including associated belts, holsters, etc. to hold police equipment
2. All necessary police equipment, including radios, weapons and emergency equipment. The police radio shall enable the SRO to have direct contact with the Village of Ruidoso.

3. Standard police cruiser unit, including required maintenance and repair of the assigned police unit and provision of a substitute or replacement unit when necessary. The standard police cruiser unit shall be equipped for the performance of the SRO’s law enforcement duties, and the SRO shall be authorized to use the police unit for all transportation during working hours, including emergency response to all schools within the Ruidoso Municipal Schools pursuant to the policies and procedures of the Village of Ruidoso for such use. If permitted by the Village of Ruidoso, the SRO is authorized to use the police cruiser for transportation to and from the SRO’s residence and work or any other transportation authorized by the Village of Ruidoso.

4. Membership dues and costs for continuing education and training as a SRO.

5. All required and necessary police training and recurrent training necessary for a Police Officer.

6. All required police certification necessary for a Police Officer.

11. **Required Approval/Effective Date:** The JPA shall not become effective until it has been approved by the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council. The parties also acknowledge that this JPA constitutes an “Agreement” as that term is used in the New Mexico Joint Powers Agreement Act, NJSA 1978, §§ 11-1-1 et seq., and will not be effective until approved by the State of New Mexico, Department of Finance and Administration. This JPA shall become effective upon the date of the last approval necessary to effectuate it.

12. **Accountability for Funds and Records:** Each party shall be strictly accountable for all receipts and disbursements under the JPA. It shall follow the requirements of the Manual of Procedure for Uniform Financial Accounting and Budgeting for the New Mexico Public School (Current Edition) in handling and accounting for all property or funds. All receipts and disbursements shall be subject to audit in the same manner as School District funds in accordance with the New Mexico Audit Act.

13. **Termination:** This JPA may be terminated by either party upon thirty (30) days written notice to the other party prior to the intended termination date. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.

14. **Integration of Contract:** This JPA incorporates all of the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this JPA.
15. Amendment: This JPA shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council.

16. Liability: No party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this JPA. Any liability incurred in connection with JPA is subject to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 et seq., as the same may be amended from time to time. This JPA contains the understanding between the named parties only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisor.

17. Funding: Notwithstanding the provision of Paragraph 4, above, the payment terms of this JPA are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this JPA in the fiscal year which begins July 1, 2010 and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this JPA shall terminate upon seven (7) days written notice from Ruidoso Municipal Schools to Village of Ruidoso provided that such termination shall not nullify School District’s obligation to pay Village of Ruidoso for such sums as have been previously approved for payment. The decision of the Ruidoso Municipal Schools as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this JPA for lack of sufficient appropriations shall not constitute a termination for fault of the part of the Ruidoso Municipal Schools. The parties further agree that the School District’s sole obligation to pay, in the event this JPA is terminated for lack of sufficient appropriations, is the obligation to pay Village of Ruidoso for work performed prior to notice of termination unless otherwise modified in writing by the parties.

18. Applicable Law: This JPA shall be governed by the laws of the State of New Mexico.

19. Waiver: No waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other subsequent breach; nor shall any waiver by valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. Insurance: The Village of Ruidoso agrees to maintain liability insurance for the SRO providing coverage in an amount equal to or exceeding the amount required by the New Mexico Tort Claims Act, including on all vehicles utilized by SRO.
For the Village of Ruidoso

William Morris 6/10/09
Interim Village Manager

Lonnie R. Nunley 6/9/09
Mayor, Village of Ruidoso

For the Board of Education
For the Ruidoso Municipal Schools

Bea Etta Harris, Ed.D 7/4/09
Superintendent of Schools

Susan Lutterman 7/4/09
President, RMSD Board of Education

ATTEST:

Irma Devine 6/9/09
Village Clerk

Rhonda Vincent 7/4/09
RMSD Board Secretary

(SEAL)
AGENDA MEMORANDUM

Village of Ruidoso

To: Honorable Mayor and Village Council

From: William Morris, AICP
Deputy Village Manager

Date: April 27, 2010

Re: Discussion and Possible Action to Approve a Disclaimer of Interest for Property Located at the Southeast Corner of Mescalero Trail and Nob Hill Road.

Item Summary:

This is a staff request for the Village Council to approve a Disclaimer of Interest in property located at the southeast corner of Mescalero Trail and Nob Hill Road (See attached location map). The intent is to release any interest in a previously vacated State right-of-way and simultaneously obtain a Quit Claim deed for the property along where Nob Hill Road is currently constructed.

| Fund: | N/A | Line Item: | N/A | Budgeted Amount: | N/A |

Item Discussion:

During the early 1980’s, the State DOT vacated a right-of-way that encroached along a portion of the subject property but not to any specific entity which would require the property to be deeded to adjacent property owners. About the same time, the Village constructed Nob Hill Road in its current alignment which is not within any known easement or right-of-way. Given the current alignment of Mescalero Trail and Nob Hill Road, the Village does not have a need for the abandoned right-of-way. This process will allow for the removal of any potential interest the Village might have on the site while being able to obtain a Quit Claim deed for the property underlying the Nob Hill Road alignment.

Recommendations:

Approve a Disclaimer of Interest in property located at the southeast corner of Mescalero Trail and Nob Hill Road.
STATE OF NEW MEXICO
COUNTY OF LINCOLN
TWELFTH JUDICIAL DISTRICT COURT

SIERRA BLANCA MOTOR CO.,
a/k/a SIERRA BLANCA MOTORS,
a/k/a SIERRA BLANCA MOTOR CO., INC.

Plaintiff,

vs.

Cause No. CV-2009-423    Div. III

Honorable Karen L. Parsons presiding

GROUP I
WINDSTREAM COMMUNICATION, INC.,
RANDEL C. WIDENER, VICKIE L. WIDENER,
THE VILLAGE OF RUIDOSO, AND
O'DAT ENTERPRISES, LLC., their heirs,
deveis and assigns;

GROUP II
JOHN DOES, 1 through 100, and all
of their lawful heirs, devisees
or assigns; and

GROUP III
ANY AND ALL UNKNOWN CLAIMANTS
OF INTEREST IN THE PREMISES
ADVERSE TO THE PLAINTIFF;

Defendants.

DISCLAIMER OF INTEREST OF THE VILLAGE OF RUIDOSO

COMES NOW, Defendant, the VILLAGE OF RUIDOSO, a duly incorporated municipality
located within Ruidoso, Lincoln County, New Mexico, and consents that this cause may be tried at
any place within the Twelfth Judicial District Court of New Mexico without further notice to the
Village of Ruidoso, and said Defendant disclaims any and all right, title, interest, and lien
whatssoever adverse to the Plaintiff in and to the real estate described as follows:

A TRACT OF LAND LOCATED WITHIN A PART OF THE PALMER GATEWAY
SUBDIVISION, RUIDOSO, LINCOLN COUNTY, NEW MEXICO AS SHOWN BY THE
AMENDED PLAT OF PALMER GATEWAY SUBDIVISION THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF LINCOLN COUNTY ON MAY 23, 1955 LOCATED WITHIN THE SE/4 OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 13 EAST, N.M.P.M. RUIDOSO, LINCOLN COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND 3/4" IRON PIPE FOR THE S1/4 CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 13 EAST, N.M.P.M., THENCE N 82°52'01" E A DISTANCE OF 213.20 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF MESCALERO TRAIL; THENCE ALONG THE NORTH RIGHT-OF-WAY OF MESCALERO TRAIL N 31°28'33" W A DISTANCE OF 245.62 FEET TO A 1/2" REBAR WITH PLS CAP #18077, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF NOB HILL DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NOB HILL DRIVE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 34°37'05" ARC DISTANCE OF 181.52 FEET AND WHOSE RADIUS IS 300.43 FEET (CH=N 79°43'04" E - 178.77); THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF NOB HILL DRIVE N 62°24'31" E A DISTANCE OF 97.65 FEET TO A POINT ON THE WEST LINE OF LOT 3, BLOCK 7, PALMER GATEWAY SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY OF LOT 3, BLOCK 7, PALMER GATEWAY SUBDIVISION ON THE ARC OF CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 08°38'10" AN ARC LENGTH OF 70.12 FEET AND WHOSE RADIUS IS 465.18 FEET (CH=S 00°25'10" E - 70.05") TO A POINT ON THE NORTHWEST BOUNDARY OF TRACT 2A, BLOCK 7, PALMER GATEWAY SUBDIVISION; THENCE ALONG THE NORTHWEST BOUNDARY OF TRACT 2A, BLOCK 7, OF PALMER GATEWAY SUBDIVISION S 45°38'00" W A DISTANCE OF 172.65 FEET; THENCE S 06°06'44" W A DISTANCE OF 96.38 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED CONTAINING 0.634 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

SUBJECT TO EXISTING EASEMENTS, RECORDED OR UNRECORDED, INCLUDING EASEMENTS BELONGING TO VALOR TELECOMMUNICATIONS OF NEW MEXICO, LLC, now doing business as WINDSTREAM COMMUNICATIONS, INC. which easement is recorded in Miscellaneous Book 112 at Page 406; as well as all existing overhead and underground utility easements and including ingress and egress to such existing easements surface or subsurface.

Defendant the Village of Ruidoso, further consents to the Court proceeding to Judgment in the above-entitled and numbered cause of action, providing that no costs or judgment be rendered against Defendant the Village of Ruidoso.
THE VILLAGE OF RUIDOSO

By: ____________________________
    Daniel A. Bryant
    Attorney for the Village of Ruidoso

STATE OF NEW MEXICO )
    ) ss
COUNTY OF LINCOLN )

        On this the _______ day of ___________________________, 2010, before me appeared
        DANIEL A. BRYANT, to me personally known, who, being by me duly sworn did say that he is
        the Attorney for the Village of Ruidoso, and that said Disclaimer of Interest was signed and sealed
        by his authority as attorney for the Village of Ruidoso for and on behalf of said Village of Ruidoso.

        ____________________________________________
        Notary Public

        My Commission Expires:

        ____________________________________________
The Quit Claim Deed
Will be Provided Under
Separate Cover
The Our Claim Deed
Will be Provided Under
Separate Cover
AGENDA MEMORANDUM
Village of Ruidoso

To: Village Council
From: Mayor Gus Raymond Alborn
Date: April 27, 2010
Re: Appointment of Mayor Pro-Tem

Item Summary:

As a result of the resignation from Michele P. Rebstock as Mayor Pro-Tem, I would like to appoint Councilman James A. Stoddard to serve in that capacity.

Recommendation:

MOTION to appoint James A. Stoddard as Mayor Pro-Tem for the Village of Ruidoso.
AGENDA MEMORANDUM

Village of Ruidoso

To: Village Council

From: Mayor Gus Raymond Alborn

Date: April 27, 2010

Re: Mayor Appointment – Police Chief

Item Summary:

As a result of Wolfgang Born’s resignation/retirement as Police Chief from the Ruidoso Police Department, the Village has just completed an Assessment Center for the selection of a new Chief. This Assessment Center Process evaluated five candidates:
1) Brian Phillips – Lamar, Colorado
2) James Paine – Kaysville, Utah
3) Thon Overstreet - Dallas, Texas
4) Joe Magill- Ruidoso, NM
5) Doug Babcock, Ruidoso, NM

Mayor Alborn will present his recommendation at Tuesday’s Council meeting.

Recommendation:

MOTION to appoint a Police Chief for the Village of Ruidoso Police Department.
To: Ruidoso Village Councilors
From: Mayor Ray Alborn
Date: April 19, 2010
Re: Appointments to Keep Ruidoso Beautiful Board

Item Summary: Appointments for Keep Ruidoso Beautiful Board:

- Susan Lutterman – Re-appointment
- Bart Young – Re-appointment
- Ron Hardeman – New appointment to Voting Member (was Council Liaison)
- Georgia Underwood – New Member
- Rafael (Rifle) Salas – Council Liaison

Fund: __________________________ Line Item: __________________________ Budgeted Amount: __________________________

Is this item presently included in your budget? ______yes ______no

(If "No", a Budget Change Request must be completed, and approved, before a Purchase Order will be issued.)

Item Discussion:

Recommendations: That Council Approve the Appointments for the Keep Ruidoso Beautiful Board.
Mr. Mayor, I would like to respectfully suggest/recommend possibly appointing several citizens to the Keep Ruidoso Beautiful committee.

Susan Lutterman and Bart Young terms were up this March. They have been working on the Keep Ruidoso Beautiful since the program began and expressed interest in being re-appointed for one more term. Ron Hardeman who was our Council Liaison has also expressed interest in becoming a voting member. Newly elected Rafael "Rifle" Salas mentioned that he would like to become the Council Liaison for the committee and Georgia Underwood sent in a letter of interest.

I think these citizens would be a great benefit to this committee.

Here are their names and addresses:

1. Susan Lutterman – P.O. Box 1364, Ruidoso N.M. 88355
2. Bart Young – P.O. Box 2870, Ruidoso N.M. 88355
3. Ron Hardeman – 207 Lookout Dr., Ruidoso N.M. 88355
4. Rafael "Rifle" Salas 109 Ridgecrest, Ruidoso, N.M 88355
5. Georgia Underwood P.O. Box 255 Ruidoso, N.M. 88355

Thank You in advance for your consideration on this request. If, there is any additional information needed or questions that you may have, please give me a call at the Parks and Recreation Department at 257-5030.
AGENDA MEMORANDUM

Village of Ruidoso

To: Village Council
From: Mayor Gus Raymond Alborn
Date: April 27, 2010
Re: Appointment of Board Member – Southeastern New Mexico Economic Development District Council of Governments

Item Summary:

We have received a request from SENMDDCOG that the Village of Ruidoso confirm our Official Board Members to serve on the Southeastern New Mexico Economic Development District Council of Governments. Currently, Councilor Michele P. Rebstock has been serving in that capacity.

The Council needs to formalize their appointment of a Board Member and an Alternate Member to serve a two-year term and submit the official board member confirmation.

Recommendation:

Appointment of a Board Member and an Alternate Member to the Southeastern New Mexico Economic Development District.
SPONSOR: INDIVIDUAL OR ORGANIZATION: __________________________

STATEMENT

Fiscal Year 2010-2011

Please remit annual membership dues in the amount of $100.00. This will pay your 2010-2011 dues; they are due by October 1, 2010. Your check may be sent to the address below and made payable to:

South Central Mountain RC&D Council, Inc.
P.O. Box 457
Carrizozo, New Mexico 88301

PLEASE NAME YOUR OFFICIAL REPRESENTATIVE TO THE COUNCIL:

Name: ____________________________________________

Address: __________________________________________

Telephone #: _______________________________________

ALTERNATE:

Name: ____________________________________________

Telephone #: _______________________________________

Your Organization Meeting Date is: ______________________

We thank you for your continued support. We welcome your ideas and suggestions to improve the Council. Please contact us for assistance with your projects. We will assist when possible. The South Central Mountain RC&D Council meetings are the last Thursday of odd numbered months (January, March, May, July, September, November) beginning at 10:00 a.m. held at various locations in Otero and Lincoln Counties. All other months are held by conference calls beginning at 10:00 a.m.

Jerry Burchett, Chairman                      Steve Harkey, Treasurer
OFFICIAL BOARD MEMBER CONFIRMATION

In accordance with SNMEDD/COG by-laws, board appointments are for a two-year period unless or until it is necessary that they be replaced by the governing body of the member municipality or community. Therefore, in an effort to assist us in formalizing our official board roster for 2010, please complete the information below, even if there are no changes.

MUNICIPALITY OF: ____________ Village of Ruidoso

Our designated SNMEDD/COG Board Member is:

Name: __________________________

Title: __________________________

Mailing Address: __________________________

Telephone: (home) ____________ (business) ____________

SIGNED: __________________________

(Mayor) __________________________ (Date)
Tawnya,

Here is the Board Member Confirmation form.

Thank you.

Pansy
AGENDA MEMORANDUM

Village of Ruidoso

To: Village Council
From: Mayor Gus Raymond Alborn
Date: April 27, 2010
Re: Appointment of Board Members – Southeast Regional Planning Organization (SERPO) Policy and Technical Committees

Item Summary:

We have received a request from SENMDDCOG that the Village of Ruidoso confirm our Official Committee Members to serve on the Southeast Regional Planning Organization (SERPO) Policy and Technical Committees. Currently, Councilor James A. Stoddard has been serving in that capacity for both Committees.

The Council needs to formalize their appointments of Members to the SERPO Policy Committee and the SERPO Technical Committee and submit the official Committee member(s) confirmation.

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<th>Fund:</th>
<th>General</th>
<th>Line Item:</th>
<th>Mid-Year</th>
<th>Budgeted Amount:</th>
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Recommendation:

Appointments of William P. Morris to serve on the SERPO Policy Committee and J.R. Baumann to serve on the SERPO Technical Committee.

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 #2008-56). THIS AGENDA MEMORANDUM WAS RECEIVED IN THE VILLAGE CLERK'S OFFICE ON: 4/23/10 @ 9:10 A.M.

DATE AND TIME

BY: INITIALS
April 15, 2010

Ray Alborn, Mayor
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Southeast Regional Planning Organization (SERPO) Appointments

Dear Mayor Alborn:

Annually, the Southeastern New Mexico Economic Development District is responsible for providing all local, county and tribal governments within its jurisdiction the opportunity to affirm or re-appoint their designated representative(s) to the Southeast Regional Planning Organization (SERPO). SERPO conducts transportation planning and rating/ranking/prioritization of transportation projects for select federal programs.

SERPO is made up of two committees: Policy and Technical Committees. Currently, our records show the following representative(s) for your governing body:

Policy Committee: James Stoddard
Technical Committee: James Stoddard

If you have recently made appointments, please disregard this letter.

The roles of Committee members are outlined on the enclosure. Of the two Committees, please note that the Policy Committee representative is the voting member. Members appointed to the Technical Committee should have transportation background, and familiarity with transportation is not limited to only one mode of transportation such as roadways (e.g., public transit, bicycle/pedestrian/equestrian facilities, etc.).

Two individuals may be appointed to the committees or one member may serve on both committees. The decision is at the discretion of the chief local elected official. At this time, we respectfully request that you review the information above and provide or confirm your appointment(s).

Thank you for your attention to this matter. A self-addressed/stamped envelope is enclosed for your convenience. If you have any questions, please feel free to contact me at (575) 624-6131 or mbsnmedd@plateautel.net.

Sincerely,

Mary Ann Burr
RPO Planner

cc: Debi Lee, City Manager
April 15, 2010

OFFICIAL COMMITTEE MEMBER(S) CONFIRMATION

As Mayor of the Village of Ruidoso, I hereby appoint the following individuals as representatives to the Southeast Regional Planning Organization (SERPO):

POLICY COMMITTEE (Full Name):

Title: ____________________________

Contact Telephone (Business/Home): ____________________________

Mailing Address (PO Box/Street Address): ____________________________

City/State/Zip Code: ____________________________

E-Mail Address: ____________________________

TECHNICAL COMMITTEE (Full Name):

Title: ____________________________

Contact Telephone (Business/Home): ____________________________

Mailing Address (PO Box/Street Address): ____________________________

City/State/Zip Code: ____________________________

E-Mail Address: ____________________________

Policy Committee Members are the principal officials, or their designated alternates, representing the municipal, county and tribal governments. The Committee provides policy guidance in the development of SERPO activities and takes all official actions. The Policy Committee reviews and rates the projects for economic development, fair share, and other considerations along with ratings from the Technical Committee and advice from state, federal, tribal organizations and transportation development districts to determine the overall final project point totals and ranking.

Technical Committee Members should be familiar with the transportation needs and technical aspects of transportation projects. The Technical Committee screens, reviews and rates the technical criteria of projects and makes preliminary ranking recommendations to the Policy Committee.

SIGNED: ____________________________

Mayor Ray Alborn

Date ____________________________