

**VILLAGE OF RUIDOSO/CITY OF RUIDOSO DOWNS
RWWTP - JOINT USE BOARD**

**AGENDA INDEX
REGULAR MEETING
OCTOBER 19, 2016 AT 10:00 A.M.**

**VILLAGE HALL
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345**

CALL TO ORDER.

ROLL CALL.

APPROVAL OF AGENDA.

PUBLIC INPUT.

REGULAR ITEMS.

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| 1. | Discussion and Possible Action on Approval of Minutes
August 17, 2016 Regular Meeting | 1 |
| 2. | Discussion, Acknowledgement and Implementation of Joint Powers Agreement
Between the Village of Ruidoso and the City of Ruidoso Downs Amending those
Previously Enacted Joint Powers Agreements, Addendums, Amendments, and
Resolutions Previously Entered into Between the Parties Concerning the
Establishment and Operation of a Regional Wastewater Treatment Plant and
Main Interceptor Line, Subject to Approval from the State of New Mexico
Department of Finance and Administration. | 7 |

REPORTS FROM BOARD MEMBERS.

CLOSED SESSION.

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Regional Wastewater Treatment Plant Joint Use Board is or may become a participant. §10-15-1.H.7, NMSA 1978.
 - ▶ Nutrient Effluent Limits in the NPDES Permit for the Wastewater Treatment Plant.

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

ADJOURNMENT.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2016-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.



AGENDA MEMORANDUM

RWWTP - Joint Use Board

To: Joint Use Board Members

From: Bertha De Los Santos, CMC
Deputy Clerk

Date: October 19, 2016

<input type="checkbox"/>	Consent Item	1
<input type="checkbox"/>	Public Hearing	
<input checked="" type="checkbox"/>	Regular Item	
<input type="checkbox"/>	Board and Commission	
<input type="checkbox"/>	Appointments	
<input type="checkbox"/>	Workshop Item	

Re: Discussion and Possible Action to Approve Minutes for August 17, 2016 Regular Meeting.

Item Summary:

Discussion and Possible Action to Approve:
August 17, 2016 regular meeting minutes.

<u>Fund:</u>	N/A	<u>Line</u>	N/A	<u>Budgeted</u>	N/A	<u>Available</u>	N/A
		<u>Item:</u>		<u>Amount:</u>		<u>Balance:</u>	

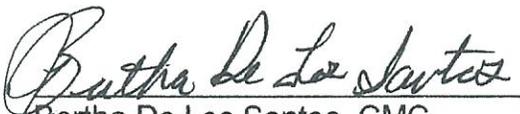
Item Discussion:

(See Item Summary)

Recommendations:

To approve minutes for August 17, 2016 regular meeting.

Required Approvals of Agenda Memorandum and Back-Up Documentation:



Bertha De Los Santos, CMC
Deputy Clerk

(Received on 10/13/16 3:20pm)
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
AUGUST 17, 2016**

Chairman Lynn D. Crawford, Mayor Pro Tem called the regular meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 10:00 a.m. Members John E. Cornelius, Village of Ruidoso Councilor, Gary Williams, City of Ruidoso Downs Mayor, and Dale Graham, City of Ruidoso Downs Public Works Director were recorded present. Member Tom Battin, Village of Ruidoso Mayor was recorded absent. Village of Ruidoso employees present were Debra Lynne Lee, Village Manager; Irma Devine, Village Clerk; Bertha De Los Santos, Deputy Clerk; and Isaac Garcia, Regional Wastewater Treatment Plant Director. City of Ruidoso Downs employee present was Carol Virden, City Clerk/Treasurer. City of Ruidoso Councilors present were Romero and Walker. Village of Ruidoso legal counsel present was Zachary J. Cook. There was no legal counsel present for the City of Ruidoso Downs. Adelmo (Del) Archuleta, with Molzen-Corbin & Associates, was also present. There were approximately 7 visitors present.

APPROVAL OF AGENDA:

Mayor Williams moved to approve the agenda as presented. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

PUBLIC INPUT:

There was no Public Input.

REGULAR ITEMS:

Approval of May 18, 2016 Regular Meeting Minutes.

Mayor Williams moved to approve May 18, 2016 regular meeting minutes. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Determination and Acknowledgement of the Main Interceptor Line Owned by the Joint Use Board. Debra Lynne Lee stated the following: at the last joint meeting between the Village of Ruidoso (VOR) and the City of Ruidoso Downs (CORD), staff was directed, along with the attorneys, to review all records pertaining to the Main Interceptor Line; as a result, easements, agreements, and minutes were found and reviewed; the VOR had always provided sewer to its residents and the CORD was on septic systems; in 1974, a Joint Use Board (JUB) was formed and many residents from the CORD were connected to the sewer system; Dale Graham produced a set of maps showing the old Village of Ruidoso sewer plant and the connecting point to the current location of the Regional Wastewater Treatment Plant; the minutes supported that the sewer line was funded by the JUB; the Main Interceptor Line was at the beginning of Close Road and Gavilan Road and went to the treatment plant; and recommended it be acknowledged by both municipalities in order to have record of its location and in order to move forward.

Dale Graham stated the Governing Body members, along with the JUB members were always changing and this needed to be recorded in the official record and a full set of constructive maps be kept by both municipalities. Mr. Graham stated everything currently outside the Main Interceptor Line in Ruidoso Downs was the responsibility of the CORD.

Chairman Crawford stated it had taken both municipalities a very long time just to get to that point.

Del Archuleta with Molzen-Corbin & Associates, Inc. stated the Main Interceptor Line was most likely funded by a grant resulting from the Clean Water Act that took effect during that time.

Dale Graham moved to approve Determination and Acknowledgement of the Main Interceptor Line Owned by the Joint Use Board, with the inclusion of the map. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Sewer Maintenance Agreement Between the Village of Ruidoso and the City of Ruidoso Downs for the Cardinal Drive Sewer Line. Debi Lee stated the following: that was a result of litigation between the VOR and the CORD regarding the hookup of Ray Merritt's septic system to the sewer line; the agreement pertained to any sewer connections to the CORD outside of the Main Interceptor Line; the agreement would accommodate all those living on Cardinal Drive that could be connected; the manhole was located in the CORD; Cardinal Drive consisted of 20 potential hookups for the VOR and 60 for the CORD; VOR would pay 75% and the CORD would pay 25% of the maintenance costs on the sewer line; equipment from both municipalities could be used to perform in-kind services; and the agreement was the second part necessary in order for the CORD to approve the Joint Powers Agreement.

Zachary J. Cook inquired how the percentages were calculated. Ms. Lee stated the Village used those calculations for in-kind services. Mr. Graham stated the calculation was standard and used statewide and was also used by the CORD.

Mayor Williams moved to approve Sewer Maintenance Agreement Between the Village of Ruidoso and the City of Ruidoso Downs for the Cardinal Drive Sewer Line. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Task Order #3 with Molzen-Corbin & Associates, Inc. to perform Professional Engineering Services on Miscellaneous Improvements at the Regional Wastewater Treatment Plant, in an Amount not to Exceed \$60,000.00 Plus Gross Receipts Tax. Debra Lynne Lee stated the following: the VOR was the fiscal agent and approved the task order at its regular Council meeting on August 9, 2016; it was approved by Council as part of the on-call agreement already in place; the task order was for improvements at the Regional Wastewater Treatment Plant, resulting from the inspection performed by OSHA in April, which addressed various issues with the covers and they would also be looking at fall protection; the task order was a shared cost between the VOR – 85% and the CORD – 15%, since it was for improvements at the treatment plant; and the amount was already in the budget.

Dale Graham moved to approve Task Order #3 with Molzen-Corbin & Associates, Inc. to perform Professional Engineering Services on Miscellaneous Improvements at the Regional

Wastewater Treatment Plan, in an Amount not to Exceed \$60,000.00 Plus Gross Receipts Tax. Mayor Williams seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on First Renewal Agreement with Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso. Debra Lynne Lee stated the following: the first renewal was necessary to continue working with Jim Good; the original agreement was with GEI Consultants, Inc. and a transfer of assignment was approved when Mr. Good changed his employment; and Edmund (Ned) Kendrick strongly recommended Mr. Good continued the work already in progress.

Ms. Lee stated approving the first renewal would not keep the Joint Use Board from going out for an RFP at any time.

Mayor Williams moved to approve First Renewal Agreement with Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Chairman Crawford stated that since the Main Interceptor Line was acknowledged and determined and the sewer line agreement for Cardinal Drive was approved, the Joint Powers Agreement would now be presented to the CORD for approval. Ms. Lee stated the Village of Ruidoso had approved the Joint Powers Agreement and were now waiting for the City of Ruidoso Downs to do the same.

Carol Virden stated the following: the City of Ruidoso Downs Governing Body approved the Joint Powers Agreement at their last regular meeting with the conditions that the Main Interceptor Line would be further discussed; Mr. Underwood would now take it back to them for further discussion; and the sewer line agreement regarding Cardinal Drive would also have to be placed on their agenda for approval.

REPORTS FROM BOARD MEMBERS:

There were no reports from Board Members.

CLOSED SESSION:

Mayor Williams moved to recess into closed session for:

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Regional Wastewater Treatment Plant Joint Use Board is or may become a participant. §10-15-1.H.7, NMSA 1978.
 - ▶ Nutrient Effluent Limits in the NPDES Permit for the Wastewater Treatment Plant.

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

Chairman Crawford recessed the regular session at and convened the closed session at 10:29 a.m.

Present in closed session were members of the Joint Use Board. Others present included, Debra Lynne Lee, Irma Devine, Bertha De Los Santos, Isaac Garcia, Adelmo (Del) Archuleta, Carol Virden, Jimmy Romero, Shane Walker, and Zachary J. Cook.

Chairman Crawford adjourned the closed session and reconvened the regular session at 11:09 a.m.

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

Councilor Cornelius moved to approve amendment to Task Order #2 with Environmental Science Associates (ESA) to complete the Use Attainability Analysis, in an amount not to exceed \$35,151.00, excluding gross receipts tax and also to direct staff to coordinate with Jim Good the need for a critical path timeline for the UAA and the progress of that timeline be reported at the next regular JUB meeting. Mayor Williams seconded and the motion carried with a roll call vote of all ayes.

Councilor Cornelius moved to approve Task Order #3 with Environmental Science Associates (ESA) for the Total Maximum Daily Load (TMDL) Technical Review, in the amount of \$5,940.00. Dale Graham seconded and the motion carried with a roll call vote of all ayes.

Ms. Lee stated the New Mexico Environment Department scheduled a public hearing on September 14, 2016 from 5:00 p.m. to 8:00 p.m. in the council chambers and all comments were due by August 22, 2016.

ADJOURNMENT:

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chairman Crawford adjourned the regular meeting at 11:14 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved this ____ day of _____, 2016.

APPROVED: _____
Lynn D. Crawford, Chairman

ATTEST: _____
Bertha De Los Santos, CMC
RWWTP Joint Use Board Clerk



AGENDA MEMORANDUM

RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Debi Lee, Village Manager
Meeting Date: October 19, 2016

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

2

Re: Discussion, Acknowledgement and Implementation of Joint Powers Agreement Between the Village of Ruidoso and the City of Ruidoso Downs Amending those Previously Enacted Joint Powers Agreements, Addendums, Amendments, and Resolutions Previously Entered into Between the Parties Concerning the Establishment and Operation of a Regional Wastewater Treatment Plant and Main Interceptor Line, Subject to Approval from the State of New Mexico Department of Finance and Administration.

Item Summary:

Discussion, Acknowledgement and Implementation of Joint Powers Agreement Between the Village of Ruidoso and the City of Ruidoso Downs Amending those Previously Enacted Joint Powers Agreements, Addendums, Amendments, and Resolutions Previously Entered into Between the Parties Concerning the Establishment and Operation of a Regional Wastewater Treatment Plant and Main Interceptor Line, Subject to Approval from the State of New Mexico Department of Finance and Administration.

<u>Fund:</u>	N/A	<u>Line Item:</u>	N/A	<u>Budgeted Amount:</u>	N/A	<u>Available Balance:</u>	N/A
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Item Discussion:

The Village of Ruidoso Council approved the Joint Powers Agreement on July 12, 2016. The City of Ruidoso Downs approved the Joint Powers Agreement on September 26, 2016.

Recommendations:

To Acknowledge and Implement Joint Powers Agreement Between the Village of Ruidoso and the City of Ruidoso Downs Amending those Previously Enacted Joint Powers Agreements, Addendums, Amendments, and Resolutions Previously Entered into Between the Parties Concerning the Establishment and Operation of a Regional Wastewater Treatment Plant and Main Interceptor Line, Subject to Approval from the State of New Mexico Department of Finance and Administration.

Required Approvals of Agenda Memorandum and Back-Up Documentation:


 Bertha De Los Santos, CMC

Deputy Clerk

(received on: 10/13/16 3:20pm.
 Date Time

JOINT POWERS AGREEMENT

HIGHLIGHTS:

1. The Agreement is to be effective upon the signature of each of the Parties and on the date of approval by the New Mexico Department of Finance and Administration.
2. The Village of Ruidoso Resolution Number 74-9 and the City Resolution Number 74-5 ratifying confirming and approving their action to enter into the agreement and provide for the governing authority of the Board.
3. The agreement defines the terms and conditions for the continued ownership, operation, improvement and administration of a joint regular wastewater treatment plant and main interceptor line, governed by the Joint Use Board.
4. The Governing Bodies of both municipalities have agreed that any and all costs associated with the RWWTP will be shared; whereby the Village will be responsible for 85% and the City will be responsible for 15% of the actual cost of operations (at some time in the future, costs may be associated based on flows).
5. The purpose of the agreement is to define the terms and conditions for the continued ownership, operation, improvement, and administration of a joint regional wastewater treatment plant and main interceptor line governed by a Joint Use Board.
6. The RWWTP shall be governed by a board consisting of five (5) members and identified as the Joint Use Board.
7. The makeup of the Board shall be three members proposed by the Mayor of the Village and whose appointments are confirmed by the Village Council and two members proposed by the Mayor of the City and whose appointments are confirmed by the City Council (recommend that both entities, at their next regular meetings) appoint new members as required).
8. Each Entity shall also appoint an Alternate to serve in the absence of the Mayor and Board Member.
9. The Board shall choose from its members a Chairperson and Vice-Chair, one each from the Village and the City. The Mayor from either the Village or the City shall serve as the Chairperson, and the chairmanship shall alternate every two years, beginning at the meeting following the Regular Municipal Election.

10. Both Mayors shall agree on agendas in preparation of each Board meeting. In the event of failure to agree, each will prepare an agenda and at each meeting, the first item of business will be to approve the agenda, which will be a consolidation of the two agendas.
11. The Board is hereby established to provide administrative oversight and direction for the RWWTP and shall report to the Governing Bodies of the Village and City on its operations.
12. The terms of each Board member shall be for periods of four years coinciding with the term of the Mayor making the appointment.
13. In the event that there is a vacancy of the Mayor, the Mayor Pro Tem from the respective entity shall serve in the capacity of the Mayor until the position is filled in a regular municipal election.
14. The Board shall review revenue and expenses and prepare an annual budget for the operation of the RWWTP, which shall be submitted to the Village and the City by the 16th of May of each year.
15. The Board shall approve and submit quarterly reports prepared by the Manager to the Board and the Governing Bodies of the Village and the City.
16. The Board shall create and appoint by Resolution a Finance Committee, which shall consist of an equal number of members from each Party, and any such committees as it deemed necessary.
17. The Board shall meet regularly but no less than quarterly.
18. The Board shall appoint annually a Clerk from either the Village or the City to record minutes of all meetings to be kept as provided for in the Open Meetings Act.
19. The Village shall act as the Fiscal Agent for the RWWTP and shall establish an Enterprise Fund entitled RWWTP.
20. The Village shall bill the City monthly, who shall pay into the RWWTP Enterprise Fund within 30 days of the date of the invoice following service, the City's percentage portion based on actual costs as approved in the operating budget for the fiscal year.

**JOINT POWERS AGREEMENT
BETWEEN THE
VILLAGE OF RUIDOSO
and
THE CITY OF RUIDOSO DOWNS**

AMENDING THOSE PREVIOUSLY ENACTED JOINT POWERS AGREEMENTS, ADDENDUMS, AMENDMENTS, AND RESOLUTIONS PREVIOUSLY ENTERED INTO BETWEEN THE PARTIES CONCERNING THE ESTABLISHMENT AND OPERATION OF A REGIONAL WASTEWATER TREATMENT PLANT AND MAIN INTERCEPTOR LINE

THIS JOINT POWERS AGREEMENT, (hereinafter the “Agreement”) is entered into by and between the Village of Ruidoso, (hereinafter “Village”), the City of Ruidoso Downs (hereinafter “City”) (collectively, hereinafter referred to as the “Parties”) to be effective upon the signature of each of the Parties and on the date of approval by the New Mexico Department of Finance and Administration.

RECITALS

WHEREAS, The Village and the City entered into a certain Joint Powers Agreement on or about the 3rd day of July, 1974 forming a Joint Use Board for the implementation of planning, construction and regional control of waste water treatment facilities, a copy of which is attached hereto as exhibit “A”; and

WHEREAS, The Village and the City also adopted a Joint Resolution, Village Resolution number 74-9 and City Resolution number 74-5 ratifying confirming and approving their action to enter into the agreement and provide for the governing authority of the Board, a copy of which is attached hereto as exhibit “B”; and

WHEREAS, The Village and the City thereafter constructed and now operate a Regional Waste Water Treatment Plant (RWWTP); and

WHEREAS, The Village and the City subsequently entered into an addendum to their Joint Powers Agreement on or about the 25th day of June, 1996, to memorialize the decision of an arbitrator concerning their proportionate obligation to repay a loan from the New Mexico Environment Department. A copy of that Addendum is attached hereto as exhibit "C". A copy of the arbitrator's decision is attached hereto as exhibit "D"; and

WHEREAS, The Village and the City subsequently entered into an amendment to their Joint Powers Agreement on or about the 26th day of November 2002 for the purpose of amending and rewriting the provisions of paragraphs "A" and "B" of the Joint Powers Agreement, a copy of which is attached hereto as exhibit "E"; and

WHEREAS, The Village and the City also adopted a Joint Resolution, Village Resolution number 2002-52 and City Resolution number 2002-23 ratifying, confirming and approving their action to amend the agreement, a copy of which is attached hereto as exhibit "F"; and

WHEREAS, The Village and the City are empowered to amend their Joint Powers Agreement by NMSA 1978 §11-1-1 through §11-1-7, the Joint Powers Agreement Act; and

WHEREAS, The Village and the City recognize that changing conditions in the NPDES permit, pursuant to which the RWWTP discharges effluent into the Rio Ruidoso River have made it necessary to expand and improve the treatment capacity and capabilities of the RWWTP to provide cleaner, healthier, better treated effluent for discharge; and

WHEREAS, The Village and the City recognize that the capital costs, and operational costs attendant to the expansion and improvement of the RWWTP will require a significant investment of their revenues; and

WHEREAS, The Governing Bodies of the Village and the City have determined that it is in the best interests of their respective constituents, and that it will serve to protect and preserve the life, health, safety, and property of their respective constituents to continue their cooperation in a Joint Powers Agreement with certain modifications and amendments to reflect the passage of time and changing circumstances that now exist some thirty years after they entered into the Joint Powers Agreement; and

WHEREAS, the purpose of the Joint Powers Agreement is to define the terms and conditions for the continued ownership, operation, improvement, and administration of a joint regional waste water treatment plant and main interceptor line, (hereinafter "RWWTP") governed by a Joint Use Board, which will provide for the continued relationship between the Parties with respect to the RWWTP; and

WHEREAS, the Governing Bodies of both municipalities have agreed that any and all costs associated with the RWWTP will be shared; whereby, the Village will be responsible for 85% and the City will be responsible for 15% of actual cost of operations. Such cost-sharing arrangement may be restructured at such time in the future when the main interceptor line is repaired, replaced and restored and the method of payment may be changed according to flow amounts. The main interceptor line is described in Exhibit F titled "Main Interceptor Line" herein attached to this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

**ARTICLE I
ESTABLISHMENT AND CONTINUATION
OF THE RWWTP**

Pursuant to the Joint Powers Agreement Act NMSA 1978 §11-1-1 through § 11-1-7, the Parties hereby enter into this Joint Powers Agreement for the purpose of establishing the relationship between the Parties for the continued existence, expansion of capacity, improvement of effluent quality, and operation of the RWWTP. The Parties also acknowledge and agree that a changing physical environment, population growth, and changing regulatory framework may require the extension of RWWTP services to citizens of Lincoln County who do not currently reside within the jurisdictional boundaries of either municipality and desire to create a framework that is flexible enough to anticipate, react to, and provide for RWWTP services in these changing environments.

ARTICLE II

JOINT USE BOARD

A. CREATION OF BOARD:

The RWWTP shall be governed by a board consisting of five (5) members. The board shall be identified as the JOINT USE BOARD (the "Board"). The exact composition and makeup of the Board shall be three members proposed by the Mayor of the Village and whose appointments are confirmed by the Village Council and two members proposed by the Mayor of the City and whose appointments are confirmed by the City Council. Each entity shall also appoint an Alternate to serve in the absence of the Mayor and Board member.

The Board shall choose from its members a Chairperson and Vice-Chair, one each from the Village and the City. The Mayor from either the Village or the City shall serve as the Chairperson, and the chairmanship shall alternate every two years, beginning at the meeting

following the Regular Municipal Election. Both Mayors shall agree on agendas in preparation of each Board meeting. In the event of failure to agree, each will prepare an agenda and at each meeting, the first item of business will be to approve the agenda, which will be a consolidation of the two agendas. Any decisions made or actions taken by the Board shall be binding on each of the respective Parties, hereto.

Any Board member has the right, after being denied a request, to cause an item to be posted/published for consideration and action at a meeting.

B. REPRESENTATIVES:

1. The Board is hereby established to provide administrative oversight and direction for the RWWTP and shall report to the Governing Bodies of the Village and City on its operations. Each entity shall appoint an Alternate to serve in the absence of a Board member. Each Board member shall have one vote. The terms of each Board member shall be for periods of four years coinciding with the term of the Mayor making the appointment. Provided, however, that each member's term shall not expire until such time as the successor to the position held is duly appointed and qualified. In the event that there is a vacancy of the Mayor, the Mayor Pro Tem from the respective entity shall serve in the capacity of the Mayor until the position is filled in a regular municipal election.

2. A majority of the members shall constitute a quorum and a majority vote of a quorum present at a duly called meeting shall decide any issue, except for those issues requiring a supermajority vote as set forth below. The Chair shall always be entitled to vote.

3. The Vice-Chair shall serve as Parliamentarian/Sergeant-At-Arms and shall exercise the power of the Board to compel Board members attendance at all meetings,

including requesting City/Village peace officers to assist.

4. As a compromise between the rights of a Board majority of three (3) and those of a minority of two (2) each member will have one (1) vote on all matters coming before the Board. Decisions will be made on majority vote of a quorum except the following which require a vote of at least four affirmative votes:

- a. Approval of the initial annual budget commencing with the 2016-2017 fiscal year.
- b. Approval of subsequent annual budgets containing overall increases in excess of Lincoln County's most recent percentage increase in the Consumer Price Index as published by the UNM Bureau of Business and Consumer Statistics.
- c. Approval of the Manager's action plan of organization, management and operations.
- d. Approval of action to forgive, credit, adjust or file suit to collect accounts receivable, or institute other forms of litigation.
- e. Requesting the City or Village to exercise powers of eminent domain for the benefit of the JUB.
- f. Wastewater line extension policies and any applications to extend or connect to the RWWTP.

C. DUTIES AND POWERS OF BOARD:

The duties of the Board shall include, but not be limited to the following:

1. Annually elect one member to act as the Chairperson of the Board which shall be a Mayor from either the Village or the City, a second member to serve as Vice-Chair which shall

be from the Village or City, whichever is not the Chairperson. The Mayor shall alternate chairmanship every two years beginning at the meeting following the Regular Municipal Election. In the event the Chairperson is unavailable, the designated Alternate will attend in their absence; however, the Vice Chairman will chair the meeting.

2. Review revenue and expenses and prepare an annual budget for the operation of the RWWTP, which shall be submitted to the Village and the City by the 16th of May of each year. The budget shall be in the form required by the Local Government Division, Department of Finance and Administration (LGD). The budget shall contain as a minimum the account codes, and funds.

3. Develop and annually approve a wastewater infrastructure capital improvements plan setting the priorities of the projects, estimated cost and funding plan.

4. Budget funds sufficient to cover the necessary operations, maintenance, repair, replacement, upgrade and expansion of the RWWTP.

5. Approve standard operating procedures and policies as developed by the Manager for the operation of the RWWTP.

6. Approve and submit quarterly reports prepared by the Manager to the Board and the Governing Bodies of the Village and the City.

7. Create and appoint by resolution a Finance Committee, which shall consist of an equal number of members from each Party, and any such committees as it deems necessary.

8. Adopt procedural rules of order for Board meetings and meetings of any committees under the Board.

9. Adopt and comply with an annual Open Meetings Act Resolution.

10. Coordinate compliance through the Manager of any public records request.

11. Establish budget for and acquire insurance in amounts and with coverage appropriate to the risks assumed by the Board and RWWTP in their operations.

12. Coordinate compliance with and take all requisite actions pursuant to the Act.

D. MEETINGS:

1. The Board shall meet regularly but no less than quarterly (or at the call of the Chairperson or Vice-Chair, upon proper notice and in compliance with the Board's duly adopted Open Meetings Act Resolution).

2. The Board shall appoint annually a Clerk from either the Village or the City to record minutes of all meetings to be kept as provided for in the Open Meetings Act, and shall provide copies of said meeting minutes to both Village and City Clerks for retention as public records.

3. All Board meetings shall be held in accordance with the New Mexico Open Meetings Act.

E. LIMITATION OF THE POWERS OF THE BOARD:

The Board shall function generally as the policy making Governing Body responsible for the RWWTP. The Board shall not be involved in the day-to-day management of the RWWTP except as outlined above and shall only have such powers as have been expressly delegated by the Parties pursuant to this Agreement, along with such incidental powers as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

**ARTICLE III
ORGANIZATION OF RWWTP**

A. JOINT WASTE WATER TREATMENT PLANT MANAGER:

The Manager of the RWWTP (the "Manager") shall be responsible for the day-to-day operation and management of the RWWTP. The duties of the Manager shall include, but not be limited to the following:

1. Planning, directing, training and managing the activities of the RWWTP.
2. Assigning, scheduling and supervising RWWTP employees.
3. Maintaining a liaison with all agencies utilizing the RWWTP.
4. Reporting to the Board on matters related to management and finances, including the budget, operations and equipment associated with the operation of the RWWTP.
5. Prepare an annual budget and submit to a Finance Committee (consisting of equal number of members from both Parties) appointed by the Board Chair and Vice-Chair to be reviewed and submitted for a recommendation to the Board for approval no later than the 15th of May. The annual budget shall be submitted to NM Department of Finance by the 1st of June of each year.
6. Delegating and performing the proceeding and such other functions as may be reasonably necessary for the implementation of the purposes of this Agreement.

B. JOINT WASTE WATER TREATMENT PLANT PERSONNEL:

The Parties agree that the staffing of the RWWTP shall remain employees of the Village and that the Village will act as the Fiscal Agent for all functions of the RWWTP.

**ARTICLE IV
ENTERPRISE FUND - FINANCING OF THE RWWTP**

A. ENTERPRISE FUND

THE PARTIES AGREE:

The Parties agree that the most cost-effective mechanism to manage the finances for the RWWTP is to establish an Enterprise Fund. Under enterprise accounting, the revenues and

expenditures of services are separated into a separate fund with independent financial statements, and shall not be commingled with the revenues and expenses of any other government activities.

B. THE VILLAGE WILL ACT AS FISCAL AGENT ESTABLISHING SHARED COST:

The Village shall act as the Fiscal Agent for the RWWTP and shall establish an Enterprise Fund entitled RWWTP. The RWWTP Enterprise Fund is established; whereby, the costs of providing goods and services to the general public on a continuing basis will be financed or recovered through user charges or taxes collected by respective Parties. This fund shall account for wastewater services provided to residents of the Parties, including administration, operations, maintenance, debt service, billing and collection; whereby, depreciation is included in operating expenses.

This RWWTP Enterprise Fund will represent a total service cost, consolidating direct operating, direct capital, and indirect costs to readily identify a total service cost and, as a result, determine needed funding. The total cost of service shall be supported by revenues from the Village representing 85% of the actual cost and City representing 15% of the actual cost subject to change as provided for previously in this agreement and approved by the Parties.

C. PAYMENT OF ANNUALLY BUDGETED FUNDS INTO THE ENTERPRISE FUND:

The Village shall bill the City monthly, who shall pay into the RWWTP Enterprise Fund within 30 days of the date of the invoice following service, the City's percentage portion based on actual costs as approved in the operating budget for the fiscal year.

ARTICLE V
TERM, TERMINATION AND GENERAL PROVISIONS

A. TERM:

This Agreement shall not become effective until approved by the Secretary of the New Mexico Department of Finance and Administration. The term of this Agreement shall be perpetual unless terminated as hereinafter provided.

B. TERMINATION:

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 180 days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations required to have been performed prior to termination.

C. LIABILITY:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, section 41-4-1, et seq., NMSA 1978, as amended and/or the express immunity granted pursuant to section 63-9D-10 of the Enhanced 911 Act. Nothing contained in this agreement shall be deemed to be a waiver of the provisions and protections afforded the Parties by the New Mexico Tort Claims Act and/or the Enhanced 911 Act.

D. AMENDMENT:

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

E. GOVERNING LAW:

This Agreement shall be governed by, and construed in accordance with the laws of the State of New Mexico.

F. STATUS OF AGREEMENT; JOINT POWERS AGREEMENT ACT:

The Parties acknowledge and agree that this Agreement constitutes an "Agreement": as that term is used in the New Mexico Joint Powers Agreements Act, Section 11-1-1 through 11-1-7 NMSA 1978 (the "JPA Act").

G. ACCOUNTABILITY:

During the term of this Agreement and for a period of three years thereafter, each of the Parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

H. DISTRIBUTION OF RESIDUAL PROPERTY:

At the end of the term, the Parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement, the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, the property shall be distributed to each party in accordance with that party's pro rata share of acquisition and maintenance costs, if any, unless otherwise agreed by the Parties.

I. CONFORMITY WITH JPA ACT:

The Parties intend that this Agreement conform in all respects with the JPA Act; and that this

Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement shall be deemed amended so that such controlling provisions of the JPA Act are incorporated into and made part of this Agreement, and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

J. ALTERNATIVE DISPUTE RESOLUTION:

The Parties agree that in the event the terms and conditions of this Agreement are disputed, including but not limited to all financial calculations, expenditures, bills and related matters, the Parties will attempt to resolve the dispute through mediation and in the event the mediation fails, will agree to either arbitration or litigation. Notwithstanding the foregoing, the decision of either party to terminate this Agreement under Article V, Section B shall not be subject to mediation or binding arbitration.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates documented below.

CITY OF RUIDOSO DOWNS:

VILLAGE OF RUIDOSO:

BY: *Gary Williams*
GARY WILLIAMS, MAYOR

BY: *Tom Battin*
TOMBATTIN, MAYOR

(SEAL)
ATTEST: *Carol Virden*
Carol Virden, City Clerk

(SEAL)
ATTEST: *Irma Devine*
Irma Devine, Village Clerk

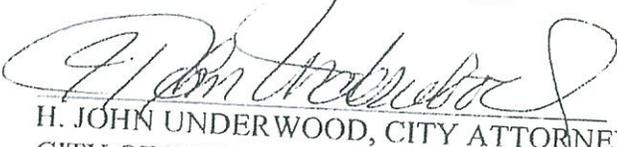


APPROVED AS TO FORM:



ZACH COOK, ATTORNEY
VILLAGE OF RUIDOSO

APPROVED AS TO FORM:



H. JOHN UNDERWOOD, CITY ATTORNEY
CITY OF RUIDOSO DOWNS

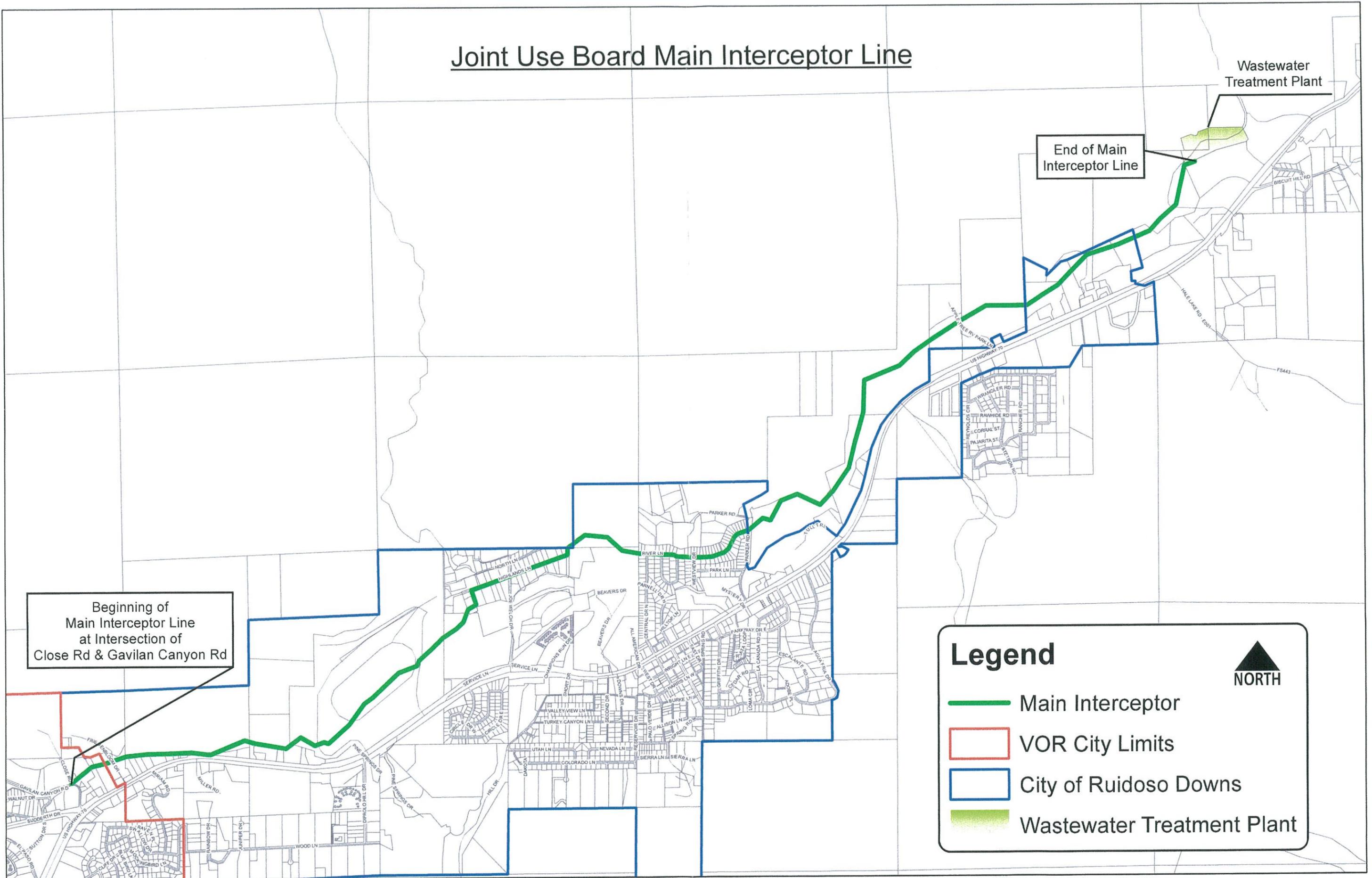
THIS AGREEMENT HAS BEEN
APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF
FINANCE & ADMINISTRATION

BY: _____

DATE: _____

Joint Use Board Main Interceptor Line



Wastewater Treatment Plant

End of Main Interceptor Line

Beginning of Main Interceptor Line at Intersection of Close Rd & Gavilan Canyon Rd

Legend

 Main Interceptor

 VOR City Limits

 City of Ruidoso Downs

 Wastewater Treatment Plant

 NORTH

